C
O
P
Y

OFFICE MEMORANDUM - UNITED STATES GOVERNMENT

TO : Mr. R. E. Adams, Administrative Officer, DMEA DATE: April 30, 1952

FROM : Iron and Ferro-Alloy Division, DMEA

SUBJECT: Removal of Applications from active files

Early in March letters were sent to several applicants advising that in order for their applications to be further processed, information which we had requested several times must be forthcoming by May 1, 1952, or we would remove the applications from our active file and thereby close the docket.

The applicants listed below failed to reply and their dockets are transmitted to you herewith.

Docket No. DMA 695X - Manganese
Higley Mining Company
Payday Mine
Weber County, Utah

Docket No. DMA 1347X - Tungsten
Bohad Corporation
Challenge Mine
Inyo County, California

Docket No. DMA 1369X - Cobalt
Coosa Mining & Smelting Company
Ben S. Hoaey, Secretary
Talladega County, Alabama

Docket No. DMA 1370X - Manganese
Coosa Mining & Smelting Company
Talledega County, Alabama

Docket No. DMA 1372X - Tungsten
Arthur B. Carton, Attorney
Claims in Rand Mining District
Kern and San Bernardino County, California

Docket No. DMA 1745X - Tungsten
Wilford McClellan
Tungsten Mine 50 miles west of Delta,
Utah

Docket No. DMA 1861X - Manganese
Reed L. Schlieve
Reed and Associates
Johnson County, Wyoming

/S/ G. C. Selfridge

G. C. Selfridge, Chief
Iron and Ferro-Alloy Division

Attachments

400 FILE COPY
SURNAME:

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

Mr. Ben S. Hosey, Secretary
Coosa Mining and Smelting Company
Box 447
Childersburg, Alabama

MAR 3 1952

Re: Docket No. DMA 1369X - Cobalt
DMA 1370X - Manganese
Talladega County, Alabama

Dear Mr. Hosey:

A review of your applications of May 31, 1951, for $10,000.00 for exploration work, reveals that a letter dated January 29, 1952, by Mr. G. C. Selfridge, Chief, Iron and Ferro-Alloy Division, Defense Minerals Exploration Administration, requests additional information necessary to process your applications. We have not received an answer from you and we assume that you no longer wish to proceed with these applications.

We wish to cooperate with you in the matter of allowing ample time, but if the needed data have not been received by May 1, 1952, we will then remove the applications from the active file and consider the matter closed.

Sincerely yours,

C. O. Mittendorf (fw) 3/3

Acting Administrator
Defense Minerals Exploration
Administration

GGGentry:ls
2/29/52

cc: Docket
Admn. Reading File
Field Team, Region 7
N. B. Melcher, USBM
M. D. Crittenden, USGS
H. W. Davis, USBM
T. P. Thayer
G. G. Gentry
G. C. Selfridge

FILE COPY
SURNAME:
400

Brewer
Selfridge

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

JAN 29 1952

Mr. Ben S. Hosey, Secretary
Coosa Mining and Smelting Company
P. O. Box 447
Childersburg, Alabama

Re: DMA 1369X - Cobalt
DMA 1370X - Manganese
Talladega County, Alabama

Dear Mr. Hosey:

In reviewing our files on DMA 1369X-Cobalt and DMA 1370X-Manganese, both on the same area, we note correspondence dated November 1, 1951, requesting that one of the two applications be withdrawn. We suggest that this be done if you wish to continue the processing of an exploration loan on the area, as two loans on the same area cannot both be carried through to completion.

If you contemplate continuing, we suggest that you have your Mr. A. J. Blair favor us with a statement of the geological conditions of the area in question, as noted under MF-103, item 22, which requires this information to be submitted. Other information requested by our letter of November 1, 1951, should be forwarded at the same time.

Sincerely yours,

George C. Selfridge

G.C. Selfridge, Acting Chief
Iron and Ferro-Alloy Division

QLBrewer:ls
1-25-52

Copy to: Admn. Reading File
Docket
1-29 J.D. H. W. Davis, USBM
N. B. Melcher, USBM
T. P. Thayer, USGS
M. D. Crittenden, USGS
Field Team, Region VII
G. C. Selfridge
Q. L. Brewer

1369X

~~Abstract~~ 12/19-51 OSB

M7100 — Mn-Cobalt

Date 5/31-51 no mining - Birmingham. ala —

nearest town Childersburg

Re 7-c - "Lab reports to be furnished on request"

12-a - Descr one Deps - "to be furnished" -

12-b-2 - Estimates - to be furnished.

M7103

in 15 should state how ores milled

does not say how, but says could be milled on site

16 - no work done but lab samples —

18 - in re description of ore deposits says "no"

22 - says "to be furnished".

23 - ✓ — ✓

24 ✓ — ✓

follow up on 1369 + 70 written 7/24 OSB

Folder

letter (Barrett) request Ex a to E (Items 15 to 24, Supra)

+ release M7 20p - 6/18/51

letter 7/13 from appl. says Baker won't sign M7 20p

✓ 7/24 Hoffland says try a special guaranty

✓ 8/24 Lawrence sends 6 copies of " " .

✓ 9/4 Lyons to Lawrence says hold everything until Barrett (6/18/51) is answered

Oct 26 - from appl.

in re M7103! —

item 4 - says no mining Experience

22 - ✓ "See map attached" —

23 - says will control.

24. ✓ "within 6 months" —

— End —

Letter, oct 26 - from S P Keith transmitting above —

✓ Nov 1 - Bouvet to appl - again requesting full + complete answers to all questions. — also note DMA 1370

End of file

330

FILE COPY
SURNAME:

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

Gordon Bourret

NOV 1 1951

A.E.C.

Mr. Ben S. Hosey, Secretary
Coosa Mining and Smelting Company
P. O. Box 447
Childersburg, Alabama

Re: Childersburg, Alabama
Cobalt - DMA docket 1369X

Dear Mr. Hosey:

Mr. Keith's letter of October 26, 1951, enclosing map and replies to questions 4, 22, 23 and 24 of form MF-103 has been received.

We find the data thusfar submitted too incomplete to enable us to judge the merits of your request. Also, we note that you have submitted an application for a manganese project on what appears to be the same ground. If this is true, you should first decide which of the two metals bears the greater economic value and withdraw your application for the other. The minor metal would, of course, be considered for its contributory value when your application is reviewed.

For review of either application, more complete data are required. Detail of the existing claims, liens or encumbrances against the property should be submitted. Copies of the lease or leases under which the property is held are lacking, as is also your current financial statement. More complete replies to questions 21, 22 and 23, form MF-103, are needed, in the fullest detail possible. We suggest that you have your geologist prepare the replies to these important questions, which form the basis for the engineering judgement on your project.

Upon receipt of the above requested information we shall be glad to continue our review of your application.

Very truly yours,

Weston Bourret

B.J. 11-1

Weston Bourret, Chief
Minor and Rare Metals Branch

EGordon/ch 10-30-51
cc: Adm. Reading File
Reports and Records
Mr. Lyon
Mr. Holderer
Mr. Davis
Mr. Thayer - USGS
Field Team - VII
Minor and Rare Metals

S. Palmer Keith, Jr.
Attorney at Law
424-6 Brown-Marx Building
Birmingham 3, Alabama

DEFENSE MINERALS
ADMINISTRATION
WASHINGTON, D.C.
OCT 29 10 36 AM '51

CC - in 8 of 8 [illegible]

October 26, 1951

U. S. Department of the Interior,
Defense Minerals Administration,
Washington 25, D. C.

ATTENTION: Mr. Franklin Pardee.

Gentlemen:

RE: DMA - 1369X
Childersburg cobalt
Coosa Mining and Smelting Company

On May 31, 1951, application was made by Coosa Mining and Smelting Company, a corporation, for aid for an exploration project pursuant to mineral order 5 under defense production act of 1950. There were some questions which were unanswered and which I shall, at this time, attempt to furnish you by separate paper, which I think is self-explanatory.

I would appreciate information from you as to when we can expect action on this matter. As you can see from the date of application, we have been waiting a long time to begin work.

Thanking you for any courtesies which might be extended to us, I am

Yours very truly,

S. P. Keith, Jr.

S. P. Keith, Jr.

SPK:bg
Enclosure.

Form:
MF 103

DEFENSE MINERALS
ADMINISTRATION
WASHINGTON, D. C.

OCT 29 10 36 AM '51

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Amendment to Application for aid for an exploration project pursuant to Mineral Order 5 under Defense Production Act of 1950.

October 26, 1951.

4. Neither Applicant nor its officers have had any mining experience. C. M. Owings was in produce business six years; DuPont one year; used car business four years and slight experience in surface mineral development. J. K. Lunsford was an accountant with Crane Company for six and one-half years; Pizitz Dry Goods Company for four years as an accountant and with McKesson & Robbins for six years as administrator. Ben S. Hosey, State of Alabama for two years; Pullman Car & Manufacturing Company for three years; Jefferson County, Alabam for two years; Retail Drug Business for six years; Ice Manufacturing for four years and Real Estate & Insurance for four years.

Mr. A. J. Blair has consented to act as Geologist on this project. He is now in private practice, but was previously with Tennessee Coal, Iron & Railroad Company as Chief Geologist for 41 years.

22. See map attached.

23. Any drilling or other explorative operations will be done by contract, which cannot, at this time, be estimated. However, labor supply is plentiful in this district, and the minimum wage will be the wage to be paid.

Mr. Blair will be the Supervisor, and since there are no existing facilities, there will be no repairs for them. In other words, the entire cost of the project will consist of money to be paid to Mr. Blair as Supervisor and Geologist, and the company or companies required to do the drilling and other explorative operations.

24. Within six months from beginning.

Form:
MF 109

DEFENSE MINERALS
ADMINISTRATION
WASHINGTON, D. C.
OCT 29 10 36 AM '51

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Amendment to Application for aid for an exploration project pursuant to Mineral Order 5 under Defense Production Act of 1950.

October 26, 1951.

4. Neither Applicant nor its officers have had any mining experience. C. M. Owings was in produce business six years; DuPont one year; used car business four years and slight experience in surface mineral development. J. K. Lunsford was an accountant with Crane Company for six and one-half years; Pizitz Dry Goods Company for four years as an accountant and with McKesson & Robbins for six years as administrator. Ben S. Hosey, State of Alabama for two years; Pullman Car & Manufacturing Company for three years; Jefferson County, Alabam for two years; Retail Drug Business for six years; Ice Manufacturing for four years and Real Estate & Insurance for four years.

Mr. A. J. Blair has consented to act as Geologist on this project. He is now in private practice, but was previously with Tennessee Coal, Iron & Railroad Company as Chief Geologist for 41 years.

22. See map attached.

23. Any drilling or other explorative operations will be done by contract, which cannot, at this time, be estimated. However, labor supply is plentiful in this district, and the minimum wage will be the wage to be paid.

Mr. Blair will be the Supervisor, and since there are no existing facilities, there will be no repairs for them. In other words, the entire cost of the project will consist of money to be paid to Mr. Blair as Supervisor and Geologist, and the company or companies required to do the drilling and other explorative operations.

24. Within six months from beginning.

Form:
MF 108

DEFENSE MINERALS
ADMINISTRATION
WASHINGTON, D. C.

OCT 29 10 36 AM '51

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Amendment to Application for aid for an exploration project pursuant to Mineral Order 5 under Defense Production Act of 1950.

October 26, 1951.

4. Neither Applicant nor its officers have had any mining experience. C. M. Owings was in produce business six years; DuPont one year; used car business four years and slight experience in surface mineral development. J. K. Lunsford was an accountant with Crane Company for six and one-half years; Pizitz Dry Goods Company for four years as an accountant and with McKesson & Robbins for six years as administrator. Ben S. Hosey, State of Alabama for two years; Pullman Car & Manufacturing Company for three years; Jefferson County, Alabam for two years; Retail Drug Business for six years; Ice Manufacturing for four years and Real Estate & Insurance for four years.

Mr. A. J. Blair has consented to act as Geologist on this project. He is now in private practice, but was previously with Tennessee Coal, Iron & Railroad Company as Chief Geologist for 41 years.

22. See map attached.

23. Any drilling or other explorative operations will be done by contract, which cannot, at this time, be estimated. However, labor supply is plentiful in this district, and the minimum wage will be the wage to be paid.

Mr. Blair will be the Supervisor, and since there are no existing facilities, there will be no repairs for them. In other words, the entire cost of the project will consist of money to be paid to Mr. Blair as Supervisor and Geologist, and the company or companies required to do the drilling and other explorative operations.

24. Within six months from beginning.

Form:
MF 103

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Amendment to Application for aid for an exploration project pursuant to Mineral Order 5 under Defense Production Act of 1950.

October 26, 1951.

4. Neither Applicant nor its officers have had any mining experience. C. A. Owings was in produce business six years; DuPont one year; used car business four years and slight experience in surface mineral development. J. K. Lunsford was an accountant with Crane Company for six and one-half years; Pizitz Dry Goods Company for four years as an accountant and with McKesson & Robbins for six years as administrator. Ben S. Mosey, State of Alabama for two years; Pullman Car & Manufacturing Company for three years; Jefferson County, Alabam for two years; Retail Drug Business for six years; Ice Manufacturing for four years and Real Estate & Insurance for four years.

Mr. A. J. Blair has consented to act as Geologist on this project. He is now in private practice, but was previously with Tennessee Coal, Iron & Railroad Company as Chief Geologist for 41 years.

22. See map attached.

23. Any drilling or other explorative operations will be done by contract, which cannot, at this time, be estimated. However, labor supply is plentiful in this district, and the minimum wage will be the wage to be paid.

Mr. Blair will be the Supervisor, and since there are no existing facilities, there will be no repairs for them. In other words, the entire cost of the project will consist of money to be paid to Mr. Blair as Supervisor and Geologist, and the company or companies required to do the drilling and other explorative operations.

24. Within six months from beginning.

Form:
MF 108

DEFENSE MINERALS
ADMINISTRATION
WASHINGTON, D. C.

OCT 29 10 36 AM '51

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Amendment to Application for aid for an exploration project pursuant to Mineral Order 5 under Defense Production Act of 1950.

October 26, 1951.

4. Neither Applicant nor its officers have had any mining experience. C. M. Owings was in produce business six years; DuPont one year; used car business four years and slight experience in surface mineral development. J. K. Lunsford was an accountant with Crane Company for six and one-half years; Pizitz Dry Goods Company for four years as an accountant and with McKesson & Robbins for six years as administrator. Ben S. Mosey, State of Alabama for two years; Pullman Car & Manufacturing Company for three years; Jefferson County, Alabam for two years; Retail Drug Business for six years; Ice Manufacturing for four years and Real Estate & Insurance for four years.

Mr. A. J. Blair has consented to act as Geologist on this project. He is now in private practice, but was previously with Tennessee Coal, Iron & Railroad Company as Chief Geologist for 41 years.

22. See map attached.

23. Any drilling or other explorative operations will be done by contract, which cannot, at this time, be estimated. However, labor supply is plentiful in this district, and the minimum wage will be the wage to be paid.

Mr. Blair will be the Supervisor, and since there are no existing facilities, there will be no repairs for them. In other words, the entire cost of the project will consist of money to be paid to Mr. Blair as Supervisor and Geologist, and the company or companies required to do the drilling and other explorative operations.

24. Within six months from beginning.

Form:
MF 108

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Amendment to Application for aid for an exploration project pursuant to Mineral Order 5 under Defense Production Act of 1950.

October 26, 1951.

4. Neither Applicant nor its officers have had any mining experience. C. M. Owings was in produce business six years; DuPont one year; used car business four years and slight experience in surface mineral development. J. K. Lunsford was an accountant with Crane Company for six and one-half years; Pizitz Dry Goods Company for four years as an accountant and with McKesson & Robbins for six years as administrator. Ben S. Hosey, State of Alabama for two years; Pullman Car & Manufacturing Company for three years; Jefferson County, Alabam for two years; Retail Drug Business for six years; Ice Manufacturing for four years and Real Estate & Insurance for four years.

Mr. A. J. Blair has consented to act as Geologist on this project. He is now in private practice, but was previously with Tennessee Coal, Iron & Railroad Company as Chief Geologist for 41 years.

22. See map attached.

23. Any drilling or other explorative operations will be done by contract, which cannot, at this time, be estimated. However, labor supply is plentiful in this district, and the minimum wage will be the wage to be paid.

Mr. Blair will be the Supervisor, and since there are no existing facilities, there will be no repairs for them. In other words, the entire cost of the project will consist of money to be paid to Mr. Blair as Supervisor and Geologist, and the company or companies required to do the drilling and other explorative operations.

24. Within six months from beginning.

FILE COPY
SURNAME:

Gordon

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

A.E.C.

SEP 4 1951

Mr. Robert A. Laurence, Exec. Officer
DMA Field Team, Region VII
Room 13
Post Office Building
Knoxville 01, Tennessee

Re: Coosa Mining & Smelting Company
Childersburg cobalt
Cobalt - DMA 1369X

Dear Mr. Laurence:

Receipt is hereby acknowledged of your letter of August 24 with enclosed six copies of executed guaranteed form and six copies of form MF-202. Inasmuch as applicant has not yet submitted the data requested of him in Mr. Bourret's letter of June 18, 1951, consideration of the propriety of approving the application without the subordinating agreement may be held in abeyance.

Upon receipt of the above mentioned information we shall then proceed to consider this application further.

Yours very truly,

B 9/5

Tom Lyon

Chairman, Coordinating Committee

Approved:

For the Bureau

For the Survey

WGordon/ch 8-28-51
cc: Adm. Reading File
Reports and Records
Lyon
Bourret
Thayer
Davis
Field Team VII
DMA docket file

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

SEP 4 1951

Mr. Robert A. Lawrence, Exec. Officer
DMA Field Team, Section VII
Room 13
Post Office Building
Knoxville 01, Tennessee

re: Coosa Mining & Smelting Company
Childersburg cobalt
Cobalt - DMA 1369X

Dear Mr. Lawrence:

Receipt is hereby acknowledged of your letter of August 24 with enclosed six copies of executed guaranteed form and six copies of form MF-202. Inasmuch as applicant has not yet submitted the data requested of him in Mr. Bourret's letter of June 1[illegible], 1951, consideration of the propriety of approving the application without the subordinating agreement may be held in abeyance.

Upon receipt of the above mentioned information we shall then proceed to consider this application further.

Yours very truly,

Chairman, Coordinating Committee

Approved:

For the Bureau

For the Survey

WGordon/c[illegible] 8-23-51
cc: Adm. Reading File
Reports and Records
Lyon
Bourret
Thayer
Davis
Field Team VII
DMA docket file

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

Room 13, Post Office Building
Knoxville 2, Tennessee

August 24, 1951

Mr. Tom Lyon
Chairman, Coordinating Committee
Defense Minerals Administration
United States Department of the Interior
Washington 25, D. C.

Re: Docket DMA-1369X
Childersburg Cobalt
Coosa Mining and Smelting Company

Dear Mr. Lyon:

Transmitted herewith are six copies of executed guaranty form and six copies of Form MF-202, "Landlord's Subordination Agreement" in connection with the application of the Coosa Mining and Smelting Company for an exploration contract with this administration.

Mr. Hofflund's letter of July 24 to the applicant suggests that this office consider the propriety of approving the application without the subordination agreement. However, we have never received the application or any other data concerning this project. Therefore, we are unable to make any such decision and are referring it to the Washington office.

Very truly yours,

Robert A. Laurence

Robert A. Laurence
Executive Officer
Field Team, Region VII

Enclosures 2

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 27 1951

S. Palmer Keith, Jr.
Attorney at Law
910 Massey Building
Birmingham 3, Alabama

This Office Will Move to
424-6 Brown-Marx Building
October 1, 1951

BIRMINGHAM
AUG 23
1:30 PM
1951
ALA.

Mr. Robert A. Laurence,
Executive Officer, D. M. A.
Field Team Region 7,
Room 13, New Post Office Building,
Knoxville, Tennessee.

FILE COPY
SURNAME:

Guthrie

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

July 24, 1951

Mr. S. Palmer Keith, Jr.
Attorney at Law
910 Massey Building
Birmingham 3, Alabama

Dear Mr. Keith:

Receipt is acknowledged of your letter of July 13, 1951, concerning the requirement of a subordination agreement in connection with the application of the Coosa Mining and Smelting Company for an exploration contract with this administration.

In certain cases we are able to act upon an application even though the mortgage holder refuses to sign the customary subordination agreement, if the applicant gives a special guaranty with respect to the repayment of the sums advanced by the Government. The required guaranty form is enclosed. We suggest that you have the Coosa Mining and Smelting Company execute this form and forward it to the Regional Office in Knoxville. That office may then consider the propriety of approving the application without the subordination agreement.

Very truly yours,

J. L. Hofflund

J. L. Hofflund
General Counsel

Enclosure

RRGuthrie/ema

J. L. Hofflund

Copy to: L. F. Strobel
R. R. Guthrie
Chron.
Files
Field Team, Region VII, Knoxville, Tennessee

G U A R A N T Y

In consideration of the waiver by the United States of America of the requirement of a mortgagee's subordination agreement as set forth in paragraph 2(a) of the attached Exploration Project Contract between the undersigned and the United States of America, the undersigned hereby guarantees the payment to the United States of America of royalties, as specified in paragraph 15 of said Contract, upon any and all ore discovered or developed as a result of said Contract, which is mined within 10 years from the date of said Contract, whether or not the undersigned has any interest in the property covered by the said Contract or any part in the mining operations at the time said ore is mined. If for any reason the net smelter returns from operations that would be subject under said contract to such payments to the United States of America are not available as a means of measuring the amount of such payment, then the undersigned agrees and undertakes to make such payment according to the best estimates of the amount that can reasonably be made, and in the event of dispute as to such estimate, the undersigned agrees that the determination thereof by either the Administrator of Defense Minerals Administration or by the Director of the United States Bureau of Mines shall be final and binding upon the undersigned; provided, however, that should undersigned, prior to the accrual of any obligation to pay under this guarantee, furnish to the United States the subordination

agreement required by paragraph 2(a) of said contract this covenant shall thereupon become fully satisfied and of no further force or effect.

Dated this _____ day of _____ 195 .

_____

COPY

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

July 24, 1951

Mr. S. Palmer Keith, Jr.
Attorney At Law
910 Massey Building
Birmingham 3, Alabama

Dear Mr. Keith:

Receipt is acknowledged of your letter of July 13, 1951, concerning the requirements of a subordination agreement in connection with the application of the Coosa Mining and Smelting Company for an exploration contract with this administration.

In certain cases we are able to act upon an application even though the mortgage holder refuses to sign the customary subordination agreement, if the applicant gives a special guaranty with respect to the repayment of the sums advanced by the Government. The required guaranty form is enclosed. We suggest that you have the Coosa Mining and Smelting Company execute this form and forward it to the Regional Office in Knoxville. That office may then consider the propriety of approving the application without the subordination agreement.

Very truly yours,

/s/ J. L. Hofflund
J. L. Hofflund
General Counsel

Enclosure
RRGuthrie/ema
copy to: Strobel
R.R. Guthrie
Chron.
Files
Field team, Region VII,
J.L. Hofflund

COPY

GUARANTY

In consideration of the waiver by the United States of America of the requirement of a mortgagee's subordination agreement as set forth in paragraph 2 (a) of the attached Exploration Project Contract between the undersigned and the United States of America, the undersigned hereby guarantees the payment to the United States of America of royalties, as specified in paragraph 15 of said Contract, upon any and all ore discovered or developed as a result of said Contract, which is mined within 10 years from the date of said Contract, whether or not the undersigned has any interest in the property covered by the said Contract or any part in the mining operations at the time said ore is mined. If for any reason the net smalter returns from operations that would be subject under said contract to such payments to the United States of America are not available as a means of measuring the amount of such payment, then the undersigned agrees and undertakes to make such payment according to the best estimates of the amount that can reasonably be made, and in the event of dispute as to such estimate, the undersigned agrees that the determination thereof by either the Administrator of Defense Minerals Administration or by the Director of the United States Bureau of Mines shall be final and binding upon the undersigned; provided, however, that should undersigned, prior to the accrual of any obligation to pay under this guarantee, furnish to the United States the subordination agreement required by paragraph 2 (a) of said contract this covenant shall thereupon become fully satisfied and of no further force or effect.

Dated this_____day of_____195 .

S. PALMER KEITH, JR.
ATTORNEY AT LAW
910 MASSEY BUILDING
BIRMINGHAM 3, ALABAMA

July 13, 1951

Mr. John L. Jofflund,
General Counsel,
Department of Interior,
Defense Mineral Administration,
Washington 25, D. C.

Dear Sir: Re: DMA-1369X Childersburg Cobalt

The Coosa Mining and Smelting Company of Childersburg, Alabama, made application for a loan through the Departmet of Interior, Defense Minerals Administration on, to-wit, May 30, 1951.

Recently this company received correspondence from Mr. Robert A. Laurence, Executive Officer, Defense Minerals Administration, Field Team, Region VII, Knoxville, Tennessee, in which he enclosed a Mortgagee's subordination agreement bearing MF-201, to be signed by the person holding the mortgage on the property under lease to the Coosa Mining and Smelting Company.

The mortgagee happens to be a banker who is not interested in or connected with the Coosa Mining and Smelting Company, and therefore, feels that he is fully protected as the matter stands now, and is not willing to sign said agreement. I discussed the matter with Mr. Laurence, who referred me to you. Can my company proceed without having this agreement signed by the mortgagee or does this fully and completely block the loan to them?

Your advice on this matter at your earliest convenience will be greatly appreciated. This matter covers critical materials and is of vast importance to our Federal Government.

Hoping to hear from you very shortly, I am

Yours very truly,

S. P. Keith, Jr.

SPK:bt

COPY

S. FRANK KEITH, JR.
ATTORNEY AT LAW
210 WATTS BUILDING
BIRMINGHAM 3, ALABAMA

July 12, 1952

Mr. John L. Loftland,
General Counsel,
Department of Interior,
Defense Mineral Administration,
Washington 25, D. C.

Dear Sir: Re: DMA-1509X Childerburg Cobalt

The Coosa Mining and Smelting Company of Childersburg, Alabama, made application for a loan through the Department of Interior, Defense Mineral Administration on, to-wit, May 20, 1951.

Recently this company received correspondence from Mr. Robert A. Lawrence, Executive Officer, Defense Mineral Administration, Field Team, Region VII, Knoxville, Tennessee, in which he enclosed a mortgagee's subordination agreement bearing DMA-201, to be signed by the person holding the mortgage on the property under lease to the Coosa Mining and Smelting Company.

The mortgagee happens to be a banker who is not interested in or connected with the Coosa Mining and Smelting Company, and therefore, feels that he is fully protected as the matter stands now, and is not willing to sign said agreement. I discussed the matter with Mr. Lawrence, who referred me to you. Can my company proceed without having this agreement signed by the mortgagee or does this fully and completely block the loan to them?

Your advice on this matter at your earliest convenience will be greatly appreciated. This matter covers critical materials and is of vast importance to our Federal Government.

Hoping to hear from you very shortly, I am

Yours very truly,

S. F. Keith, Jr.

SFK:bt

COPY

FILE COPY
SURNAME:

Bourret

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

June 18, 1951

Mr. Ben S. Hosey, Secretary
Coosa Mining and Smelting Company
P. O. Box 447
Childersburg, Alabama

Re: Childersburg Cobalt
DMA docket 1369x

Dear Mr. Hosey:

Your application dated May 31, DMA docket 1369x for exploration project in the amount of $10,000 has been received by the Minor and Rare Metals Branch of the Supply Division. We note that you are now preparing the details of your exploration program, including requirements, cost, maps and etc., which will be supplied at a later date.

I am attaching hereto contract form MF-200 which I suggest you review carefully at this time. Upon completion of your file and in the event your project is given a preliminary clearance the next step is the negotiation of a contract; unless the exhibits referred to (Exhibits A to E inclusive) are complete in all respects, including maps, some delay could of course result. I would suggest therefore that you prepare six copies of this material at your convenience and forward to my office.

Please contact Mr. Robert Laurence, Executive Officer, Field Team VII, Room 13, Post Office Bldg., Knoxville, Tennessee, if you are in doubt regarding any of the points covered in either the contract, or form MF-103.

Yours very truly,

Weston Bourret M.N.

Weston Bourret, Chief
Minor and Rare Metals Branch

Attachment
WBourret/bf
cc: Adm. Reading File
Strobel
Davis, 3519
Thayer, U. S. G. S.
Bourret
Field Team VII
Files

FILE COPY
SURNAME:

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

June 11, 1951

Mr. Ben S. Hosey, Treasurer
Coosa Mining and Smelting Company
Box 447
Childersburg, Alabama

Subject: DMA-1369X
Re: Exploration Loan

My dear Mr. Hosey:

Receipt is acknowledged of your application and attachments of May 31, 1951 for an exploration loan under the Defense Production Act of 1950.

The application was assigned Docket Number DMA-1369X and referred to Mr. Franklin Pardee, Chief, Cobalt Branch, on June 1, 1951.

In any future correspondence relating to your application, kindly refer to DMA-1369X.

Sincerely yours,

LANDON F. STROBEL
HB

Landon F. Strobel
Executive Secretary

LFSTROBEL:hb

Copy to: Mr. Strobel
Mr. Lyon
Mr. Pardee
Files

Form MF-103
(April 1951)

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.
Approval expires 6-30-51.

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950

DO NOT FILL IN THIS BLOCK

Docket No. DMA 1369X

Date received 5-31-51

Participation

Coosa Mining and Smelting Company, a Corp.
Box 447
Childersburg, Alabama

Name and address of applicant

Date May 31, 1951

FILL IN THIS BLOCK

Date of application May 31, 1951

Estimated cost $10,000.00

Mineral or metal Cobalt

Percentage of Government participation 75%

Location of mine Childersburg, Talladega, Alabama

Date of filing MF-100 May 31, 1951

DMA Docket Number, if available 1369X

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four signed copies of the application to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive officer thereof, with your name and address on each sheet of the application and all accompanying papers. If any question is inapplicable, or if you cannot answer it, so state on the form. Where the space provided for answer is insufficient, answer on a separate sheet, annex it to the application form, and refer to it in space for answer. If the application is approved, you will be presented with an exploration project contract on Form MF-200, for your signature.

THE APPLICANT

*1. Is applicant an individual, partnership, or corporation? a Corp.

*2. If a partnership, state names and addresses of partners.

*3. If a corporation, state names and addresses of officers, directors, and five largest stockholders.

*4. Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who will manage the project. To be furnished

*5. Are you the owner or the lessee of the property? Owner is stockholder and corp. is lessee

6. If owner, state what claims, liens, or encumbrances, if any, are against the property. Apr. $12,000.00

7. If lessee, attach a copy of the lease and state if it is in good standing. Lease attached to application for mang.

NOTE.—It will be necessary to procure and attach to the exploration project contract agreements of claimants, lienors, encumbrances and lessors subordinating their interests in the property to the interest of the Government under the contract.

8. Furnish current financial statement, showing assets and liabilities, and a profit and loss statement.

9. How much money is applicant prepared to invest in proposed project? Is it sufficient to pay your part of the cost of the project as detailed in question 23 of this application form, in accordance with the regulations on Government participation (Section 9 of Mineral Order 5)? 25% of costs

*If you have already answered these questions on MF-100, you are not required to answer the questions for this application.

16—64067-1

THE PROPERTY

10. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property. See attached

(*b*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

NOTE.—If both areas are the same, so state. The only obligation to repay the Government is from the net earnings from any commercial discovery made in the area specified in (*b*) above in which the exploration is to be conducted, and the expenditure of funds which may be charged as costs of the project must be limited to that area or to work necessary to perform the exploration in that area.

*11. State the present and former names of the property, if any. None

*12. State, in detail, the location of the property with reference to towns, railroads, roads, shipping points, including distances and directions and kinds and conditions of roads. At Childersburg, Ala.

*13. State source and quantity of water available for operations and its sufficiency at all seasons. Several springs, less than one mile to Coosa River
State amount of power to be used, rate per hour or other cost, and source.

*14. Describe any existing useable facilities, equipment, buildings, or structure now on the property that will be devoted to the exploration work. None

15. State in detail how the ore could be shipped and how and where milled. By rail-could be milled on site

*16. History:

(*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for any past suspensions of operations. None except lab. tests on samples

(*b*) State briefly the known history and production of adjoining and neighboring properties. None

(*c*) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development, and metallurgical investigations. None

*17. Production:

(*a*) If mine is in production, furnish the following information:

	Tons per day	*Grade or analysis*	*Cost per ton*	*Net value per ton*
(1) Mining				
(2) Milling				
(3) Shipped or sold		No		

*18. Ore or mineral reserves: (If property is or has been operating.)

(*a*) Describe the ore or mineral deposits briefly. No

(*b*) Submit available maps and assay data.

(*c*) Give estimated tonnage and grade of each class of ore reserves.

19. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

THE EXPLORATION

20. For what mineral or minerals and for what types of deposits and ores will the exploration be conducted Manganese-cobalt

21. Describe briefly, but concisely, the proposed work and the estimated time required to complete it. Testing & drilling One month

NOTE.—The Government will not participate in a project that will require more than 2 years to complete.

22. Furnish statement of the geological basis of the project with particular emphasis on factors leading the operator to expect the finding of commercial ore bodies. This statement should be accompanied by supporting maps such as geological maps, maps of the proposed openings and assay maps, sample lists, and other pertinent data. To be furnished

THE REQUIREMENTS AND COSTS

23. Tabulate in the form of an itemized statement with a sum for each item the estimated requirements and costs of the project so that the total will give the estimated cost of the project in which the Government will participate, as follows:

(*a*) Labor, by numbers and classes (miners, muckers, millmen, etc.), with wages of each.

(*b*) Supervisors, by numbers and positions, with salaries of each.

(*c*) Cost of necessary repairs to existing facilities, structures, and buildings. To be furnished

(*d*) Cost of necessary installation or construction of additional facilities, structures, and buildings.

(*e*) Cost of items of equipment, not now owned by the applicant which must be purchased for operations at a cost of $50 or more each.

(*f*) Cost of rental for equipment which the operator proposes to rent.

(*g*) Rental value of items of equipment which the operator now owns and which will be devoted to the work.

(*h*) Cost of materials and supplies, including items of equipment costing less than $50 each.

(*i*) Cost of power, water, utilities, and any other items not provided for above.

24. Furnish a time schedule of the project, stated in terms of months after project is approved, showing progress expected to be accomplished and the money expected to be spent. To be furnished

CERTIFICATION

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

Coosa Mining and Smelting Company
(Name of company)

By Ben S. Hasey
(Signature of authorized official)

May 31, 1951
(Date)

Secretary Treasurer
(Title)

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.

*Same as footnote on page 1.

16—64067-1 U. S. GOVERNMENT PRINTING OFFICE

Form MF-103
(April 1951)

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.
Approval expires 6-30-51.

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950

DO NOT FILL IN THIS BLOCK

Docket No. DMA 1369X

Date received 5-31-51

Participation

Coosa Mining and Smelting Company, a Corp.
Box 447
Childersburg, Alabama

Name and address of applicant

Date May 31, 1951

FILL IN THIS BLOCK

Date of application May 31, 1951

Estimated cost $10,000.00

Mineral or metal Cobalt

Percentage of Government participation 75%

Location of mine Childersburg, Talladega, Alabama

Date of filing MF-100 May 31, 1951

DMA Docket Number, if available 1369X

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four signed copies of the application to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive officer thereof, with your name and address on each sheet of the application and all accompanying papers. If any question is inapplicable, or if you cannot answer it, so state on the form. Where the space provided for answer is insufficient, answer on a separate sheet, annex it to the application form, and refer to it in space for answer. If the application is approved, you will be presented with an exploration project contract on Form MF-200, for your signature.

THE APPLICANT

*1. Is applicant an individual, partnership, or corporation? a Corp.

*2. If a partnership, state names and addresses of partners.

*3. If a corporation, state names and addresses of officers, directors, and five largest stockholders.

*4. Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who will manage the project. To be furnished

*5. Are you the owner or the lessee of the property? Owner is stockholder and corp. is lessee

6. If owner, state what claims, liens, or encumbrances, if any, are against the property. Apr. $12,000.00

7. If lessee, attach a copy of the lease and state if it is in good standing. Lease attached to application for mang.

NOTE.—It will be necessary to procure and attach to the exploration project contract agreements of claimants, lienors, encumbrances and lessors subordinating their interests in the property to the interest of the Government under the contract.

8. Furnish current financial statement, showing assets and liabilities, and a profit and loss statement.

9. How much money is applicant prepared to invest in proposed project? Is it sufficient to pay your part of the cost of the project as detailed in question 23 of this application form, in accordance with the regulations on Government participation (Section 9 of Mineral Order 5)? 25% of costs

*If you have already answered these questions on MF-100, you are not required to answer the questions for this application.

16—64067-1

THE PROPERTY

10. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property. See attached

(*b*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

NOTE.—If both areas are the same, so state. The only obligation to repay the Government is from the net earnings from any commercial discovery made in the area specified in (*b*) above in which the exploration is to be conducted, and the expenditure of funds which may be charged as costs of the project must be limited to that area or to work necessary to perform the exploration in that area.

*11. State the present and former names of the property, if any. None

*12. State, in detail, the location of the property with reference to towns, railroads, roads, shipping points, including distances and directions and kinds and conditions of roads. At Childersburg, Ala.

*13. State source and quantity of water available for operations and its sufficiency at all seasons. Several springs, less than one mile to Coosa River
State amount of power to be used, rate per hour or other cost, and source.

*14. Describe any existing useable facilities, equipment, buildings, or structure now on the property that will be devoted to the exploration work. None

15. State in detail how the ore could be shipped and how and where milled By rail-could be milled on site

*16. History:

(*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for any past suspensions of operations. None except lab. tests on samples

(*b*) State briefly the known history and production of adjoining and neighboring properties. None

(*c*) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development, and metallurgical investigations None

*17. Production:

(*a*) If mine is in production, furnish the following information:

	Tons per day	*Grade or analysis*	*Cost per ton*	*Net value per ton*
(1) Mining				
(2) Milling				
(3) Shipped or sold		No		

*18. Ore or mineral reserves: (If property is or has been operating.)

(*a*) Describe the ore or mineral deposits briefly. No

(*b*) Submit available maps and assay data.

(*c*) Give estimated tonnage and grade of each class of ore reserves.

19. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

THE EXPLORATION

20. For what mineral or minerals and for what types of deposits and ores will the exploration be conducted Manganese-cobalt

21. Describe briefly, but concisely, the proposed work and the estimated time required to complete it. Testing & drilling One month

NOTE.—The Government will not participate in a project that will require more than 2 years to complete.

22. Furnish statement of the geological basis of the project with particular emphasis on factors leading the operator to expect the finding of commercial ore bodies. This statement should be accompanied by supporting maps such as geological maps, maps of the proposed openings and assay maps, sample lists, and other pertinent data. To be furnished

THE REQUIREMENTS AND COSTS

23. Tabulate in the form of an itemized statement with a sum for each item the estimated requirements and costs of the project so that the total will give the estimated cost of the project in which the Government will participate, as follows:

(*a*) Labor, by numbers and classes (miners, muckers, millmen, etc.), with wages of each.

(*b*) Supervisors, by numbers and positions, with salaries of each. To be furnished

(*c*) Cost of necessary repairs to existing facilities, structures, and buildings.

(*d*) Cost of necessary installation or construction of additional facilities, structures, and buildings.

(*e*) Cost of items of equipment, not now owned by the applicant which must be purchased for operations at a cost of $50 or more each.

(*f*) Cost of rental for equipment which the operator proposes to rent.

(*g*) Rental value of items of equipment which the operator now owns and which will be devoted to the work.

(*h*) Cost of materials and supplies, including items of equipment costing less than $50 each.

(*i*) Cost of power, water, utilities, and any other items not provided for above.

24. Furnish a time schedule of the project, stated in terms of months after project is approved, showing progress expected to be accomplished and the money expected to be spent. To be furnished

CERTIFICATION

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

Coosa Mining and Smelting Company
(Name of company)

By Ben S. Hosey
(Signature of authorized official)

May 31, 1951
(Date)

Secretary Treasurer
(Title)

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.

*Same as footnote on page 1.

16—64067-1 U. S. GOVERNMENT PRINTING OFFICE

Form MF-103
(April 1951)

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.
Approval expires 6-30-51.

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950

DO NOT FILL IN THIS BLOCK

Docket No. DMA 1369X

Date received 5-31-51

Participation

Cobra Mining and Smelting Company, a Corp.
Box 447
Childersburg, Alabama

Name and address of applicant

Date May 31, 1951

FILL IN THIS BLOCK

Date of application May 31, 1951

Estimated cost $10,000.00

Mineral or metal Cobalt

Percentage of Government participation 75%

Location of mine Childersburg, Talladega, Alabama

Date of filing MF-100 May 31, 1951

DMA Docket Number, if available 1369X

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four signed copies of the application to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive officer thereof, with your name and address on each sheet of the application and all accompanying papers. If any question is inapplicable, or if you cannot answer it, so state on the form. Where the space provided for answer is insufficient, answer on a separate sheet, annex it to the application form, and refer to it in space for answer. If the application is approved, you will be presented with an exploration project contract on Form MF-200, for your signature.

THE APPLICANT

*1. Is applicant an individual, partnership, or corporation? a Corp.

*2. If a partnership, state names and addresses of partners.

*3. If a corporation, state names and addresses of officers, directors, and five largest stockholders.

*4. Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who will manage the project. To be furnished

*5. Are you the owner or the lessee of the property? Owner is stockholder and corp. is lessee

6. If owner, state what claims, liens, or encumbrances, if any, are against the property. Apr. $12,000.00

7. If lessee, attach a copy of the lease and state if it is in good standing. Lease attached to application for mang

NOTE.—It will be necessary to procure and attach to the exploration project contract agreements of claimants, lienors, encumbrances and lessors subordinating their interests in the property to the interest of the Government under the contract.

8. Furnish current financial statement, showing assets and liabilities, and a profit and loss statement.

9. How much money is applicant prepared to invest in proposed project? Is it sufficient to pay your part of the cost of the project as detailed in question 23 of this application form, in accordance with the regulations on Government participation (Section 9 of Mineral Order 5)? 25% of costs

*If you have already answered these questions on MF-100, you are not required to answer the questions for this application.

16—64067-1

THE PROPERTY

10. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property. See attached

(*b*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

NOTE.—If both areas are the same, so state. The only obligation to repay the Government is from the net earnings from any commercial discovery made in the area specified in (*b*) above in which the exploration is to be conducted, and the expenditure of funds which may be charged as costs of the project must be limited to that area or to work necessary to perform the exploration in that area.

*11. State the present and former names of the property, if any. None

*12. State, in detail, the location of the property with reference to towns, railroads, roads, shipping points, including distances and directions and kinds and conditions of roads. At Childersburg, Ala.

*13. State source and quantity of water available for operations and its sufficiency at all seasons. Several springs, less than one mile to Coosa River
State amount of power to be used, rate per hour or other cost, and source.

*14. Describe any existing useable facilities, equipment, buildings, or structure now on the property that will be devoted to the exploration work. None

15. State in detail how the ore could be shipped and how and where milled. By rail-could be milled on site

*16. History:

(*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for any past suspensions of operations. None except lab. tests on samples

(*b*) State briefly the known history and production of adjoining and neighboring properties. None

(*c*) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development, and metallurgical investigations. None

*17. Production:

(*a*) If mine is in production, furnish the following information:

	Tons per day	*Grade or analysis*	*Cost per ton*	*Net value per ton*
(1) Mining				
(2) Milling		No		
(3) Shipped or sold				

*18. Ore or mineral reserves: (If property is or has been operating.)

(*a*) Describe the ore or mineral deposits briefly. No

(*b*) Submit available maps and assay data.

(*c*) Give estimated tonnage and grade of each class of ore reserves.

19. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

THE EXPLORATION

20. For what mineral or minerals and for what types of deposits and ores will the exploration be conducted? Manganese-cobalt

21. Describe briefly, but concisely, the proposed work and the estimated time required to complete it. Testing & drilling One month

NOTE.—The Government will not participate in a project that will require more than 2 years to complete.

22. Furnish statement of the geological basis of the project with particular emphasis on factors leading the operator to expect the finding of commercial ore bodies. This statement should be accompanied by supporting maps such as geological maps, maps of the proposed openings and assay maps, sample lists, and other pertinent data. To be furnished

THE REQUIREMENTS AND COSTS

23. Tabulate in the form of an itemized statement with a sum for each item the estimated requirements and costs of the project so that the total will give the estimated cost of the project in which the Government will participate, as follows:

(*a*) Labor, by numbers and classes (miners, muckers, millmen, etc.), with wages of each.

(*b*) Supervisors, by numbers and positions, with salaries of each. To be furnished

(*c*) Cost of necessary repairs to existing facilities, structures, and buildings.

(*d*) Cost of necessary installation or construction of additional facilities, structures, and buildings.

(*e*) Cost of items of equipment, not now owned by the applicant which must be purchased for operations at a cost of $50 or more each.

(*f*) Cost of rental for equipment which the operator proposes to rent.

(*g*) Rental value of items of equipment which the operator now owns and which will be devoted to the work.

(*h*) Cost of materials and supplies, including items of equipment costing less than $50 each.

(*i*) Cost of power, water, utilities, and any other items not provided for above.

24. Furnish a time schedule of the project, stated in terms of months after project is approved, showing progress expected to be accomplished and the money expected to be spent. To be furnished

CERTIFICATION

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

Coosa Mining and Smelting Company
(Name of company)

By Ben E. Baker
(Signature of authorized official)

May 31, 1951
(Date)

Secretary Treasurer
(Title)

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.

*Same as footnote on page 1.

16—64067-1 U. S. GOVERNMENT PRINTING OFFICE

Form MF-100
(May 1951)

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Form approved.
Budget Bureau No. 42-R1026.

GENERAL TECHNICAL DATA
FOR USE UNDER THE
DEFENSE PRODUCTION ACT OF 1950

NOT TO BE FILLED IN BY APPLICANT

Docket No. DMA 1369X

Date received 5-31-51

Coosa Mining and Smelting Company
Box 447
Childersburg, Alabama

Name and address of applicant

Date May 31, 1951

INSTRUCTIONS

This form is to be filed with Defense Minerals Administration, Department of the Interior, Washington 25, D. C. It should be accompanied by appropriate application form when a specific type of Government assistance is requested, in the form of (1) loan, (2) purchase contract, (3) Government guarantee of a private loan, (4) priorities or allocation of mining equipment, and maintenance, repair and operating supplies, and (5) other forms of Government assistance that might arise under the Act. Submit four (4) signed copies of the form and accompanying papers. Name and address should be stamped or typed on each sheet of this form and all accompanying papers. *When a question is inapplicable it should be so stated on the form.* Additional sheets may be attached in answering any questions or in supplying additional information. (IF YOU CANNOT ANSWER A QUESTION, SO STATE.) If a question is answered elsewhere indicate where answered. It is not necessary to answer it again.

GENERAL TECHNICAL DATA

Supply the following information on separate sheets, arranged, numbered, and lettered as indicated:

1. Materials produced:
   (*a*) What are the chief mine, mill, or smelter products? Manganese-Cobalt
   (*b*) What are the byproducts, if any?
2. Name(s) and type(s) of mine(s), mill(s), smelter(s), refinery(ies), pit(s), quarry (ies), drilling operation(s). Include old names of property, if any. Show extent of workings, including the following:
   (*a*) Linear feet of shafts.
   (*b*) Linear feet of drifts and crosscuts.
   (*c*) Linear feet of tunnels or adits. None-No miningbegun
   (*d*) Linear feet of other mine openings (explain briefly).

   Indicate whether mine is flooded or not. Describe any pumping problems. Give size or productive capacity.
3. For each operation listed above supply the following:
   (*a*) Distance and direction from nearest town and shipping point. When in operation -in Childersburg, Ala.
   (*b*) Mining district. Birmingham, Ala.
   (*c*) Township, Section, Range. Section 32 Township 20 and Section 5 Township 21 Range 3 E
   (*d*) County, State. Talladega County, Alabama
4. (*a*) State whether or not property is now in operation, and if in operation, by whom operated.
   (*b*) Are you operating this property as:
   - ☐ Owner.
   - ☒ Lessee.
   - ☐ Contractor.
5. Number of years in production None

   If not in production or operation, estimated date when production will begin Depends upon exploration
6. Experience of operators:

   Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who manage the project. To be furnished
7. History:
   (*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for suspension of operation. None
   (*b*) State briefly the known history and production of adjoining and neighboring properties. None
   (*c*) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development, and metallurgical investigations.
   Have numerous lab. reports on samples which can be furnished on request

8. Names and addresses of Officers, Directors, or Partners, and in addition thereto, the five largest stockholders if applicant is a corporation.

Name and Address (a)	Official Title (If officer is also director indicate by "D") (b)	Total of Annual Salary, Commissions, Bonuses, Etc., Received From Applicant and Affiliates During Last Fiscal Year (c)	Estimated Net Worth Outside of Interest in Applicant (d)	Number of Shares Held in Applicant Corporation: Common (e)	Number of Shares Held in Applicant Corporation: Preferred (f)	Life Insurance Carried for Benefit of Applicant: Amount (g)	Life Insurance Carried for Benefit of Applicant: Net Cash Surrender Value After Loans (h)
C. M. Owings Childersburg, Ala.	President	None	$50,000	35		None	
Ben S. Hosey Childersburg, Ala.	Sec-Treas.	"	$70,000	35		"	
J.K. Lunsford Birmingham, Ala.	V-President	"	$15,000	10		"	
S. P. Keith, Jr. Birmingham, Ala.	At torney	"	$70,000	20		"	
	Total		x x x x x	100		x x x x x	x x x x x

If more lines are needed continue on separate sheet.

9. Capital Stock Issues:

For Corporate Applicants

Item	Authorized (a)	Outstanding (b)	Par Value (c)	Number of Shares Outstanding (d)	Dividend Rate Last Paid* (e)
Common stock	$ 3000.00	$3000.00	$ 30.00	100	
Preferred stock	$	$	$		

*Indicate period covered.

10. Production:

None

Item	Kind of Product (a)	1948 Total (b)	1949 Total (c)	1950 Total (d)	Present Average Monthly (e)
1. Quantity of product mined or quarried (Short, long, metric tons; barrels; pounds; etc.)					
2. Quantity of product processed (specify unit of measure and type of process)					
3. Quantity and grade of product sold or shipped (specify units of measure)					

11. Do you contemplate a change in the present average monthly rate of production? If so, state estimated maximum monthly production and basis of change. None

12. Ore or Mineral Reserves:

(a) Describe the ore or mineral deposit briefly. Accompany the application by any available report on the geology and ore reserves.

be furnished

(*b*) If deposit is other than placer:

(1) Submit assay plans and/or sections showing location and size of proved (measured) and probable (indicated) ore or mineral reserve.

(2) State the tonnage (indicate type of ton) and grade of each class of ore reserve, as above, and show how computed. Tabulated total ore reserve as follows:

TOTAL ORE OR MINERAL RESERVES

Ore or Mineral Reserve	Estimated Tons (a)	Metal or Mineral Content Per Ton (Grade) (b)	Gross Value Per Ton (c)	Recoverable Unit Value Per Ton (d)	Estimated Cost of Production Per Ton (e)
Measured (proved)					
Indicated (probable)		To be furnished			

(*c*) If placer: To be furnished

(1) Give estimated total yardage and average marketable mineral content of each deposit.

(2) Submit map showing location of placer deposit and surrounding area, with all test holes or pits. Submit logs of each hole and test pit with depth and average value of each.

(3) Describe gravel, stating whether fine, medium or coarse; loose, tight, cemented, or frozen, and whether it contains stumps or boulders more than 1 foot in diameter; if so, how large, and in what proportion.

(4) Describe bedrock, giving type (granite, sandstone, shale, etc.) and state whether it is hard or soft, smooth, uneven or rough.

(5) Describe overburden, stating whether loose, tight, or cemented; fine or coarse textured; furnish estimate of average thickness and total amount.

(6) Tabulate the reserves using the form outlined above for ore or mineral reserves.

13. Access Roads:

Give road distances to shipping, supply and residence points, stating kind and condition of roads.
On railroad (Central of Georgia and Southern Rilways)

14. Water Supply: Several large springs-sufficient

State source and quantity of water available for operations and whether sufficient for all seasons of year.

15. Power: Alabama Power Co.

State amount of power used, rate per hour, and source thereof.

16. Labor: No operation

State number and classes (miners, muckers, millmen, etc.) of men employed during a recent representative payroll period.

17. Equipment and Facilities: None

Describe present equipment on the property, including buildings. (State condition.) List major pieces of equipment now owned or controlled and in serviceable condition available for this operation.

18. Are there any particular conditions or circumstances affecting your operations that are not described above? If so, explain.

CERTIFICATION

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

Coosa Mining and Smelting Co,
(Name of company)

By Ben S. Hosey
(Signature of authorized official)

May 31, 1951
(Date)

Sec.-Treas.
(Title)

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

U. S. GOVERNMENT PRINTING OFFICE 16—63792-1

Form MF-100
(May 1951)

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Form approved.
Budget Bureau No. 42-R1026.

GENERAL TECHNICAL DATA
FOR USE UNDER THE
DEFENSE PRODUCTION ACT OF 1950

NOT TO BE FILLED IN BY APPLICANT

Docket No. DMA 1369X

Date received 5-31-51

Coosa Mining and Smelting Company
Box 247
Childersburg, Alabama

Name and address of applicant

Date May 31, 1951

INSTRUCTIONS

This form is to be filed with Defense Minerals Administration, Department of the Interior, Washington 25, D. C. It should be accompanied by appropriate application form when a specific type of Government assistance is requested, in the form of (1) loan, (2) purchase contract, (3) Government guarantee of a private loan, (4) priorities or allocation of mining equipment, and maintenance, repair and operating supplies, and (5) other forms of Government assistance that might arise under the Act. Submit four (4) signed copies of the form and accompanying papers. Name and address should be stamped or typed on each sheet of this form and all accompanying papers. *When a question is inapplicable it should be so stated on the form.* Additional sheets may be attached in answering any questions or in supplying additional information. (IF YOU CANNOT ANSWER A QUESTION, SO STATE.) If a question is answered elsewhere indicate where answered. It is not necessary to answer it again.

GENERAL TECHNICAL DATA

Supply the following information on separate sheets, arranged, numbered, and lettered as indicated:

1. Materials produced:
   (*a*) What are the chief mine, mill, or smelter products? Manganese-Cobalt
   (*b*) What are the byproducts, if any?
2. Name(s) and type(s) of mine(s), mill(s), smelter(s), refinery(ies), pit(s), quarry (ies), drilling operation(s). Include old names of property, if any. Show extent of workings, including the following:
   (*a*) Linear feet of shafts.
   (*b*) Linear feet of drifts and crosscuts.
   (*c*) Linear feet of tunnels or adits. None-No miningbegun
   (*d*) Linear feet of other mine openings (explain briefly).

   Indicate whether mine is flooded or not. Describe any pumping problems. Give size or productive capacity.
3. For each operation listed above supply the following:
   (*a*) Distance and direction from nearest town and shipping point. When in operation -in Childersburg, Ala.
   (*b*) Mining district. Birmingham, Ala.
   (*c*) Township, Section, Range. Section 32 Township 20 and Section 5 Township 21 Range 3 E
   (*d*) County, State. Talladega County, Alabama
4. (*a*) State whether or not property is now in operation, and if in operation, by whom operated.
   (*b*) Are you operating this property as:
   - ☐ Owner.
   - ☒ Lessee.
   - ☐ Contractor.
5. Number of years in production None

   If not in production or operation, estimated date when production will begin Depends upon exploration
6. Experience of operators:

   Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who manage the project. To be furnished
7. History:
   (*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for suspension of operation None
   (*b*) State briefly the known history and production of adjoining and neighboring properties. None
   (*c*) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development, and metallurgical investigations.

   Have numerous lab. reports on samples which can be furnished on request

63792-2

8. Names and addresses of Officers, Directors, or Partners, and in addition thereto, the five largest stockholders if applicant is a corporation.

Name and Address. (a)	Official Title (If officer is also director indicate by "D") (b)	Total of Annual Salary, Commissions, Bonuses, Etc., Received From Applicant and Affiliates During Last Fiscal Year (c)	Estimated Net Worth Outside of Interest in Applicant (d)	Number of Shares Held in Applicant Corporation: Common (e)	Number of Shares Held in Applicant Corporation: Preferred (f)	Life Insurance Carried for Benefit of Applicant: Amount (g)	Life Insurance Carried for Benefit of Applicant: Net Cash Surrender Value After Loans (h)
C. N. Owings Childersburg, Ala.	President	None	$50,000	35		None	
Dan S. Kelly Childersburg, Ala.	Sec-Treas.	"	$70,000	35		"	
J. K. Lunsford Birmingham, Ala.	V-President	"	$15,000	10		"	
S. P. Keith, Jr. Birmingham, Ala.	Attorney	"	$70,000	20		"	
	Total		x x x x x	100		x x x x x	x x x x x

If more lines are needed continue on separate sheet.

9. Capital Stock Issues:

For Corporate Applicants

Item	Authorized (a)	Outstanding (b)	Par Value (c)	Number of Shares Outstanding (d)	Dividend Rate Last Paid* (e)
Common stock	$ 3000.00	$ 3000.00	$ 30.00	100	
Preferred stock	$	$	$		

*Indicate period covered.

10. Production: None

Item	Kind of Product (a)	1948 Total (b)	1949 Total (c)	1950 Total (d)	Present Average Monthly (e)
1. Quantity of product mined or quarried (Short, long, metric tons; barrels; pounds; etc.)					
2. Quantity of product processed (specify unit of measure and type of process)					
3. Quantity and grade of product sold or shipped (specify units of measure)					

11. Do you contemplate a change in the present average monthly rate of production? If so, state estimated maximum monthly production and basis of change. None

12. Ore or Mineral Reserves:

(a) Describe the ore or mineral deposit briefly. Accompany the application by any available report on the geology and ore reserves. To be furnished

(*b*) If deposit is other than placer:

(1) Submit assay plans and/or sections showing location and size of proved (measured) and probable (indicated) ore or mineral reserve.

(2) State the tonnage (indicate type of ton) and grade of each class of ore reserve, as above, and show how computed. Tabulated total ore reserve as follows:

TOTAL ORE OR MINERAL RESERVES

Ore or Mineral Reserve	Estimated Tons (a)	Metal or Mineral Content Per Ton (Grade) (b)	Gross Value Per Ton (c)	Recoverable Unit Value Per Ton (d)	Estimated Cost of Production Per Ton (e)
Measured (proved)		To be furnished			
Indicated (probable)					

To be furnished

(*c*) If placer:

(1) Give estimated total yardage and average marketable mineral content of each deposit.

(2) Submit map showing location of placer deposit and surrounding area, with all test holes or pits. Submit logs of each hole and test pit with depth and average value of each.

(3) Describe gravel, stating whether fine, medium or coarse; loose, tight, cemented, or frozen, and whether it contains stumps or boulders more than 1 foot in diameter; if so, how large, and in what proportion.

(4) Describe bedrock, giving type (granite, sandstone, shale, etc.) and state whether it is hard or soft, smooth, uneven or rough.

(5) Describe overburden, stating whether loose, tight, or cemented; fine or coarse textured; furnish estimate of average thickness and total amount.

(6) Tabulate the reserves using the form outlined above for ore or mineral reserves.

13. Access Roads:

On railroad (Centre of Georgia and Southern Railways)

Give distances to shipping, supply and residence points, stating kind and condition of roads.

14. Water Supply: Several large springs-sufficient

State source and quantity of water available for operations and whether sufficient for all seasons of year.

15. Power: Alabama Power Co.

State amount of power used, rate per hour, and source thereof.

No operation

16. Labor:

State number and classes (miners, muckers, millmen, etc.) of men employed during a recent representative payroll period.

None

17. Equipment and Facilities:

Describe present equipment on the property, including buildings. (State condition.) List major pieces of equipment now owned or controlled and in serviceable condition available for this operation.

18. Are there any particular conditions or circumstances affecting your operations that are not described above? If so, explain.

CERTIFICATION

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

Coosa Mining and Smelting Co.

(Name of company)

By Ben S. Moser

(Signature of authorized official)

May 31, 1951

(Date)

Sec.-Treas.

(Title)

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

U. S. GOVERNMENT PRINTING OFFICE 16—63792-1

Form MF-100
(May 1951)

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Form approved.
Budget Bureau No. 42-R1026.

GENERAL TECHNICAL DATA
FOR USE UNDER THE
DEFENSE PRODUCTION ACT OF 1950

NOT TO BE FILLED IN BY APPLICANT

Docket No. DMA 1369X

Date received 5-31-51

Coosa Mining and Smelting Company
Box 447
Childersburg, Alabama

Name and address of applicant

Date May 31, 1951

INSTRUCTIONS

This form is to be filed with Defense Minerals Administration, Department of the Interior, Washington 25, D. C. It should be accompanied by appropriate application form when a specific type of Government assistance is requested, in the form of (1) loan, (2) purchase contract, (3) Government guarantee of a private loan, (4) priorities or allocation of mining equipment, and maintenance, repair and operating supplies, and (5) other forms of Government assistance that might arise under the Act. Submit four (4) signed copies of the form and accompanying papers. Name and address should be stamped or typed on each sheet of this form and all accompanying papers. *When a question is inapplicable it should be so stated on the form.* Additional sheets may be attached in answering any questions or in supplying additional information. (IF YOU CANNOT ANSWER A QUESTION, SO STATE.) If a question is answered elsewhere indicate where answered. It is not necessary to answer it again.

GENERAL TECHNICAL DATA

Supply the following information on separate sheets, arranged, numbered, and lettered as indicated:

1. Materials produced:
   (*a*) What are the chief mine, mill, or smelter products? Manganese-Cobalt
   (*b*) What are the byproducts, if any?
2. Name(s) and type(s) of mine(s), mill(s), smelter(s), refinery(ies), pit(s), quarry (ies), drilling operation(s). Include old names of property, if any. Show extent of workings, including the following:
   (*a*) Linear feet of shafts.
   (*b*) Linear feet of drifts and crosscuts.
   (*c*) Linear feet of tunnels or adits. None-No miningbegun
   (*d*) Linear feet of other mine openings (explain briefly).

   Indicate whether mine is flooded or not. Describe any pumping problems. Give size or productive capacity.
3. For each operation listed above supply the following:
   (*a*) Distance and direction from nearest town and shipping point. When in operation -in Childersburg, Ala.
   (*b*) Mining district. Birmingham, Ala.
   (*c*) Township, Section, Range. Section 32 Township 20 and Section 5 Township 21 Range 3 E
   (*d*) County, State. Talladega County, Alabama
4. (*a*) State whether or not property is now in operation, and if in operation, by whom operated.
   (*b*) Are you operating this property as:
   - ☐ Owner.
   - ☒ Lessee.
   - ☐ Contractor.
5. Number of years in production None

   If not in production or operation, estimated date when production will begin Depends upon exploration
6. Experience of operators:

   Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who manage the project. To be furnished
7. History:
   (*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for suspension of operation. None
   (*b*) State briefly the known history and production of adjoining and neighboring properties. None
   (*c*) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development, and metallurgical investigations.
   Have numerous lab. reports on samples which can be furnished on request

8. Names and addresses of Officers, Directors, or Partners, and in addition thereto, the five largest stockholders if applicant is a corporation.

Name and Address (a)	Official Title (If officer is also director indicate by "D") (b)	Total of Annual Salary, Commissions, Bonuses, Etc., Received From Applicant and Affiliates During Last Fiscal Year (c)	Estimated Net Worth Outside of Interest in Applicant (d)	Number of Shares Held in Applicant Corporation: Common (e)	Number of Shares Held in Applicant Corporation: Preferred (f)	Life Insurance Carried for Benefit of Applicant: Amount (g)	Life Insurance Carried for Benefit of Applicant: Net Cash Surrender Value After Loans (h)
C. M. Owings Childersburg, Ala.	President	None	$50,000	35		None	
Ben S. Hosey Childersburg, Ala.	Sec-Treas.	"	$70,000	35		"	
J.K. Lunsford Birmingham, Ala.	V-President	"	$15,000	10		"	
S. P. Keith, Jr. Birmingham, Ala.	Attorney	"	$70,000	20		"	
	Total		x x x x x	100		x x x x x	x x x x x

If more lines are needed continue on separate sheet.

9. Capital Stock Issues:

For Corporate Applicants

Item	Authorized (a)	Outstanding (b)	Par Value (c)	Number of Shares Outstanding (d)	Dividend Rate Last Paid* (e)
Common stock	$ 3000.00	$ 3000.00	$ 30.00	100	
Preferred stock	$	$	$		

*Indicate period covered.

10. Production: None

Item	Kind of Product (a)	1948 Total (b)	1949 Total (c)	1950 Total (d)	Present Average Monthly (e)
1. Quantity of product mined or quarried (Short, long, metric tons; barrels; pounds; etc.)					
2. Quantity of product processed (specify unit of measure and type of process)					
3. Quantity and grade of product sold or shipped (specify units of measure)					

11. Do you contemplate a change in the present average monthly rate of production? If so, state estimated maximum monthly production and basis of change. None

12. Ore or Mineral Reserves:

(a) Describe the ore or mineral deposit briefly. Accompany the application by any available report on the geology and ore reserves. To be furnished

(*b*) If deposit is other than placer:

(1) Submit assay plans and/or sections showing location and size of proved (measured) and probable (indicated) ore or mineral reserve.

(2) State the tonnage (indicate type of ton) and grade of each class of ore reserve, as above, and show how computed. Tabulated total ore reserve as follows:

TOTAL ORE OR MINERAL RESERVES

Ore or Mineral Reserve	Estimated Tons (a)	Metal or Mineral Content Per Ton (Grade) (b)	Gross Value Per Ton (c)	Recoverable Unit Value Per Ton (d)	Estimated Cost of Production Per Ton (e)
Measured (proved)					
Indicated (probable)		To be furnished			

(*c*) If placer: To be furnished

(1) Give estimated total yardage and average marketable mineral content of each deposit.

(2) Submit map showing location of placer deposit and surrounding area, with all test holes or pits. Submit logs of each hole and test pit with depth and average value of each.

(3) Describe gravel, stating whether fine, medium or coarse; loose, tight, cemented, or frozen, and whether it contains stumps or boulders more than 1 foot in diameter; if so, how large, and in what proportion.

(4) Describe bedrock, giving type (granite, sandstone, shale, etc.) and state whether it is hard or soft, smooth, uneven or rough.

(5) Describe overburden, stating whether loose, tight, or cemented; fine or coarse textured; furnish estimate of average thickness and total amount.

(6) Tabulate the reserves using the form outlined above for ore or mineral reserves.

13. Access Roads:

Give road distances to shipping, supply and residence points, stating kind and condition of roads.

On railroad (Central of Georgia and Southern Railway)

14. Water Supply Several large springs-sufficient

State source and quantity of water available for operations and whether sufficient for all seasons of year.

15. Power: Alabama Power Co.

State amount of power used, rate per hour, and source thereof.

No operation

16. Labor:

State number and classes (miners, muckers, millmen, etc.) of men employed during a recent representative payroll period.

17. Equipment and Facilities: None

Describe present equipment on the property, including buildings. (State condition.) List major pieces of equipment now owned or controlled and in serviceable condition available for this operation.

18. Are there any particular conditions or circumstances affecting your operations that are not described above? If so, explain.

CERTIFICATION

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

Coosa Mining and Smelting Co.
(Name of company)

By Ben S. Hosey
(Signature of authorized official)

May 31, 1951
(Date)

Sec.-Treas.
(Title)

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

U. S. GOVERNMENT PRINTING OFFICE 16—63792-1

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the owner in fee simple of that certain parcel of ground in the county of TALLADEGA, State of ALABAMA, described in a certain Exploration Project Contract dated May 31, 1951, between Coosa Mining and Smelting Co., Inc., the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated May 19, 1951, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 2 day of August, 1951.

Curry M. Owings

Curry M. Owings

U. S. GOVERNMENT PRINTING OFFICE 940768

Nell B. Owings

Nell B. Owings

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the owner in fee simple of that certain parcel of ground in the county of TALLADEGA, State of ALABAMA, described in a certain Exploration Project Contract dated May 31, 1951, between Coosa Mining and Smelting Company, Ind., the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated May 19, 1951, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 2 day of August, 1951

Curry M. Owings

U. S. GOVERNMENT PRINTING OFFICE 940768

Nell B. Owings

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the owner in fee simple of that certain parcel of ground in the county of TALLADEGA, State of ALABAMA, described in a certain Exploration Project Contract dated May 31, 1951, between Coosa Mining and Smelting Company, Inc., the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated May 19, 1951, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 2 day of August, 1951

Curry M. Owings

Curry M. Owings

U. S. GOVERNMENT PRINTING OFFICE 940768

Nell B. Owings

Nell B. Owings

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the owner in fee simple of that certain parcel of ground in the county of TALLADEGA, State of ALABAMA, described in a certain Exploration Project Contract dated May 31, 1951, between Coosa Mining and Smelting Company, Inc., the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated May 19, 1951, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 2 day of August, 1951

Curry N. Owings

Curry N. Owings

U. S. GOVERNMENT PRINTING OFFICE 940768

Nell B. Owings

Nell B. Owings

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the owner in fee simple of that certain parcel of ground in the county of [illegible], State of [illegible], described in a certain Exploration Project Contract dated May 31, 1951, between Coosa Mining and Smelting Company, Inc., the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated May 19, 1951, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 2 day of August, 1951

Clay T. Owings

U. S. GOVERNMENT PRINTING OFFICE 940768

Nell B. Owings

Nell B. Owings

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the owner in fee simple of that certain parcel of ground in the county of [illegible], State of [illegible], described in a certain Exploration Project Contract dated May 31, 1951, between Coosa Mining and Smelting Company, Inc., the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated May 19, 1951, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this [illegible] day of [illegible], 1951

[illegible]

[illegible]

Nell B. Quinn

[illegible]

U. S. GOVERNMENT PRINTING OFFICE 940768

Form MF-100
(May 1951)

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Form approved.
Budget Bureau No. 42-R1026.

GENERAL TECHNICAL DATA
FOR USE UNDER THE
DEFENSE PRODUCTION ACT OF 1950

NOT TO BE FILLED IN BY APPLICANT

Docket No. DMA 1369X

Date received 5-31-51

Coosa Mining and Smelting Company
Box 147
Childersburg, Alabama

Name and address of applicant

Date May 31, 1951

INSTRUCTIONS

This form is to be filed with Defense Minerals Administration, Department of the Interior, Washington 25, D. C. It should be accompanied by appropriate application form when a specific type of Government assistance is requested, in the form of (1) loan, (2) purchase contract, (3) Government guarantee of a private loan, (4) priorities or allocation of mining equipment, and maintenance, repair and operating supplies, and (5) other forms of Government assistance that might arise under the Act. Submit four (4) signed copies of the form and accompanying papers. Name and address should be stamped or typed on each sheet of this form and all accompanying papers. *When a question is inapplicable it should be so stated on the form.* Additional sheets may be attached in answering any questions or in supplying additional information. (IF YOU CANNOT ANSWER A QUESTION, SO STATE.) If a question is answered elsewhere indicate where answered. It is not necessary to answer it again.

GENERAL TECHNICAL DATA

Supply the following information on separate sheets, arranged, numbered, and lettered as indicated:

1. Materials produced:
   (*a*) What are the chief mine, mill, or smelter products? Manganese-Cobalt
   (*b*) What are the byproducts, if any?
2. Name(s) and type(s) of mine(s), mill(s), smelter(s), refinery(ies), pit(s), quarry (ies), drilling operation(s). Include old names of property, if any. Show extent of workings, including the following:
   (*a*) Linear feet of shafts.
   (*b*) Linear feet of drifts and crosscuts.
   (*c*) Linear feet of tunnels or adits. None-No mining begun
   (*d*) Linear feet of other mine openings (explain briefly).

   Indicate whether mine is flooded or not. Describe any pumping problems. Give size or productive capacity.
3. For each operation listed above supply the following:
   (*a*) Distance and direction from nearest town and shipping point. When in operation -in Childersburg, Ala.
   (*b*) Mining district. Birmingham, Ala.
   (*c*) Township, Section, Range. Section 32 Township 20 and Section 5 Township 21 Range 3 E
   (*d*) County, State. Talladega County, Alabama
4. (*a*) State whether or not property is now in operation, and if in operation, by whom operated.
   (*b*) Are you operating this property as:
   - ☒ Owner.
   - ☐ Lessee.
   - ☐ Contractor.
5. Number of years in production None

   If not in production or operation, estimated date when production will begin Depends upon exploration
6. Experience of operators:

   Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who manage the project. To be furnished
7. History:
   (*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for suspension of operation. None
   (*b*) State briefly the known history and production of adjoining and neighboring properties. None
   (*c*) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development and metallurgical information. Have samples of ore on hand which can be furnished on request

8. Names and addresses of Officers, Directors, or Partners, and in addition thereto, the five largest stockholders if applicant is a corporation.

Name and Address (a)	Official Title (If officer is also director indicate by "D") (b)	Total of Annual Salary, Commissions, Bonuses, Etc., Received From Applicant and Affiliates During Last Fiscal Year (c)	Estimated Net Worth Outside of Interest in Applicant (d)	Number of Shares Held in Applicant Corporation: Common (e)	Number of Shares Held in Applicant Corporation: Preferred (f)	Life Insurance Carried for Benefit of Applicant: Amount (g)	Life Insurance Carried for Benefit of Applicant: Net Cash Surrender Value After Loans (h)
G. K. Julian Childersburg, Ala.	President	None	$50,000	35		None	
Ben F. Terry Childersburg, Ala.	Sec-Treas.	"	$70,000	35		"	
J. E. Lunsford Birmingham, Ala.	V-President	"	$15,000	10		"	
S. P. Keith, Jr. Birmingham, Ala.	Attorney	"	$75,000	20		"	
	Total		x x x x x	100		x x x x x	x x x x x

If more lines are needed continue on separate sheet.

9. Capital Stock Issues:

For Corporate Applicants

Item	Authorized (a)	Outstanding (b)	Par Value (c)	Number of Shares Outstanding (d)	Dividend Rate Last Paid* (e)
Common stock	$ 3000.00	$ 3000.00	$ 30.00	100	
Preferred stock	$	$	$		

*Indicate period covered.

10. Production: None

Item	Kind of Product (a)	1948 Total (b)	1949 Total (c)	1950 Total (d)	Present Average Monthly (e)
1. Quantity of product mined or quarried (Short, long, metric tons; barrels; pounds; etc.)					
2. Quantity of product processed (specify unit of measure and type of process)					
3. Quantity and grade of product sold or shipped (specify units of measure)					

11. Do you contemplate a change in the present average monthly rate of production? If so, state estimated maximum monthly production and basis of change. None

12. Ore or Mineral Reserves:

(a) Describe the ore or mineral deposit briefly. Accompany the application by any available report on the geology and ore reserves. To be furnished

(*b*) If deposit is other than placer:

(1) Submit assay plans and/or sections showing location and size of proved (measured) and probable (indicated) ore or mineral reserve.

(2) State the tonnage (indicate type of ton) and grade of each class of ore reserve, as above, and show how computed. Tabulated total ore reserve as follows:

TOTAL ORE OR MINERAL RESERVES

Ore or Mineral Reserve	Estimated Tons (a)	Metal or Mineral Content Per Ton (Grade) (b)	Gross Value Per Ton (c)	Recoverable Unit Value Per Ton (d)	Estimated Cost of Production Per Ton (e)
Measured (proved)		To be furnished			
Indicated (probable)					

To be furnished

(*c*) If placer:

(1) Give estimated total yardage and average marketable mineral content of each deposit.

(2) Submit map showing location of placer deposit and surrounding area, with all test holes or pits. Submit logs of each hole and test pit with depth and average value of each.

(3) Describe gravel, stating whether fine, medium or coarse; loose, tight, cemented, or frozen, and whether it contains stumps or boulders more than 1 foot in diameter; if so, how large, and in what proportion.

(4) Describe bedrock, giving type (granite, sandstone, shale, etc.) and state whether it is hard or soft, smooth, uneven or rough.

(5) Describe overburden, stating whether loose, tight, or cemented; fine or coarse textured; furnish estimate of average thickness and total amount.

(6) Tabulate the reserves using the form outlined above for ore or mineral reserves.

13. Access Roads:

On railroad (Central of Georgia and Southern Railways)

Give road distances to shipping, supply and residence points, stating kind and condition of roads.

Several large springs-surrounded

14. Water Supply:

State source and quantity of water available for operations and whether sufficient for all seasons of year.

Alabama Power Co.

15. Power:

State amount of power used, rate per hour, and source thereof.

No operation

16. Labor:

State number and classes (miners, muckers, millmen, etc.) of men employed during a recent representative payroll period.

None

17. Equipment and Facilities:

Describe present equipment on the property, including buildings. (State condition.) List major pieces of equipment now owned or controlled and in serviceable condition available for this operation.

18. Are there any particular conditions or circumstances affecting your operations that are not described above? If so, explain.

CERTIFICATION

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

Coosa Mining and Smelting Co.

(Name of company)

By Ben S. Rowe

(Signature of authorized official)

May 31, 1951

(Date)

Sec.-Treas.

(Title)

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

U. S. GOVERNMENT PRINTING OFFICE 16—63792-1

Form MF-103
(April 1951)

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.
Approval expires 6-30-51.

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950

DO NOT FILL IN THIS BLOCK

Docket No. DMA 1369X

Date received 5-31-51

Participation

Coosa Mining and Smelting Company, a Corp.
Box 447
Childersburg, Alabama

Name and address of applicant

Date May 31, 1951

FILL IN THIS BLOCK

Date of application May 31, 1951

Estimated cost $10,000.00

Mineral or metal Cobalt

Percentage of Government participation 75%

Location of mine Childersburg, Talladega, Alabama

Date of filing MF-100 May 31, 1951

DMA Docket Number, if available 1369X

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four signed copies of the application to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive officer thereof, with your name and address on each sheet of the application and all accompanying papers. If any question is inapplicable, or if you cannot answer it, so state on the form. Where the space provided for answer is insufficient, answer on a separate sheet, annex it to the application form, and refer to it in space for answer. If the application is approved, you will be presented with an exploration project contract on Form MF-200, for your signature.

THE APPLICANT

*1. Is applicant an individual, partnership, or corporation? a Corp.
*2. If a partnership, state names and addresses of partners.
*3. If a corporation, state names and addresses of officers, directors, and five largest stockholders.
*4. Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who will manage the project. To be furnished
*5. Are you the owner or the lessee of the property? Owner is stockholder and corp. is lessee
6. If owner, state what claims, liens, or encumbrances, if any, are against the property. Apr. $12,000.00
7. If lessee, attach a copy of the lease and state if it is in good standing. Lease attached to application for mang.

NOTE.—It will be necessary to procure and attach to the exploration project contract agreements of claimants, lienors, encumbrances and lessors subordinating their interests in the property to the interest of the Government under the contract.

8. Furnish current financial statement, showing assets and liabilities, and a profit and loss statement.
9. How much money is applicant prepared to invest in proposed project? Is it sufficient to pay your part of the cost of the project as detailed in question 23 of this application form, in accordance with the regulations on Government participation (Section 9 of Mineral Order 5)? 25% of costs

*If you have already answered these questions on MF-100, you are not required to answer the questions for this application.

16—64067-1

THE PROPERTY

10. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property. **See attached**

(*b*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

NOTE.—If both areas are the same, so state. The only obligation to repay the Government is from the net earnings from any commercial discovery made in the area specified in (*b*) above in which the exploration is to be conducted, and the expenditure of funds which may be charged as costs of the project must be limited to that area or to work necessary to perform the exploration in that area.

*11. State the present and former names of the property, if any. **None**

*12. State, in detail, the location of the property with reference to towns, railroads, roads, shipping points, including distances and directions and kinds and conditions of roads. **At Childersburg, Ala.**

*13. State source and quantity of water available for operations and its sufficiency at all seasons. State amount of power to be used, rate per hour or other cost, and source. **Several springs, less than one mile to Coosa River**

*14. Describe any existing useable facilities, equipment, buildings, or structure now on the property that will be devoted to the exploration work. **None**

15. State in detail how the ore could be shipped and how and where milled. **By rail-could be milled on site**

*16. History:

(*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for any past suspensions of operations. **None except lab. tests on samples**

(*b*) State briefly the known history and production of adjoining and neighboring properties. **None**

(*c*) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development, and metallurgical investigations. **None**

*17. Production:

(*a*) If mine is in production, furnish the following information:

	Tons per day	*Grade or analysis*	*Cost per ton*	*Net value per ton*
(1) Mining				
(2) Milling				
(3) Shipped or sold		No		

*18. Ore or mineral reserves: (If property is or has been operating.)

(*a*) Describe the ore or mineral deposits briefly. **No**

(*b*) Submit available maps and assay data.

(*c*) Give estimated tonnage and grade of each class of ore reserves.

19. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

THE EXPLORATION

20. For what mineral or minerals and for what types of deposits and ores will the exploration be conducted? **Manganese-cobalt**

21. Describe briefly, but concisely, the proposed work and the estimated time required to complete it. **Testing & drilling One month**

NOTE.—The Government will not participate in a project that will require more than 2 years to complete.

22. Furnish statement of the geological basis of the project with particular emphasis on factors leading the operator to expect the finding of commercial ore bodies. This statement should be accompanied by supporting maps such as geological maps, maps of the proposed openings and assay maps, sample lists, and other pertinent data. **To be furnished**

THE REQUIREMENTS AND COSTS

23. Tabulate in the form of an itemized statement with a sum for each item the estimated requirements and costs of the project so that the total will give the estimated cost of the project in which the Government will participate, as follows:

(*a*) Labor, by numbers and classes (miners, muckers, millmen, etc.), with wages of each.

(*b*) Supervisors, by numbers and positions, with salaries of each.

(*c*) Cost of necessary repairs to existing facilities, structures, and buildings. **To be furnished**

(*d*) Cost of necessary installation or construction of additional facilities, structures, and buildings.

(*e*) Cost of items of equipment, not now owned by the applicant which must be purchased for operations at a cost of $50 or more each.

(*f*) Cost of rental for equipment which the operator proposes to rent.

(*g*) Rental value of items of equipment which the operator now owns and which will be devoted to the work.

(*h*) Cost of materials and supplies, including items of equipment costing less than $50 each.

(*i*) Cost of power, water, utilities, and any other items not provided for above.

24. Furnish a time schedule of the project, stated in terms of months after project is approved, showing progress expected to be accomplished and the money expected to be spent. **To be furnished**

CERTIFICATION

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

Coosa Mining and Smelting Company
(Name of company)

By **Ben S. Hosey**
(Signature of authorized official)

May 31, 1951
(Date)

Secretary Treasurer
(Title)

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.

*Same as footnote on page 1.

16—64067-1 U. S. GOVERNMENT PRINTING OFFICE

Form:
MF-200

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

EXPLORATION PROJECT CONTRACT.

It is agreed this _____ day of _____, 19____, between the United States of America, acting through the Department of the Interior, Defense Minerals Administration, hereinafter called the "Government," and Coosa Mining & Smelting Company, a corporation, hereinafter called the "Operator," as follows:

1. Authority for contract. This agreement is entered into under the authority of the Defense Production Act of 1950, pursuant to Mineral Order 5, entitled "Regulations Governing Government Aid in Defense Exploration Projects."

2. Operator's property rights. The exploration project shall be conducted on that certain property situated in the State of Alabama, County of Coosa, described as follows:

The West half ($\frac{1}{2}$) of Section 32, Township 20, Range 3

The Southwest Quarter of the Southeast Quarter of Section 32, Township 20, Range 3

The Northeast Quarter of Northwest Quarter, and the Northwest Quarter of the Northeast Quarter of Section 5, Township 21, Range 3

Twelve acres more or less in the Northwest Quarter of Southeast Quarter, more particularly described as all property in said Quarter north of public road, situated in Section 32, Township 20, Range 3

Five acres more or less in the Southeast Quarter of Northwest Quarter of Section 5, Township 21, Range 3, more particularly described as all the property in said Quarter north of Public Road, containing 457 acres, more or less, all situated in Talladega County, Alabama.

(b) That he is a lessee, in possession and entitled to possession, and the subordination agreement of the lessor is attached.

3. Exploration project. The Operator, within six months from the date of this contract, or sooner if possible, shall commence work on a project of exploration for cobalt and/or manganese; shall prosecute the work efficiently, expertly, in a workmanlike manner, in accordance with good mining standards, with suitable and adequate equipment, materials, and labor, all property designed to bring the project to completion within a period of one year from the date of this contract, or sooner if possible. The exploration project and the work to be performed are more fully described on Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, is made a part of this contract.

4. Performance of the work. The work shall be performed by the Operator, under his sole direction and control: Provided, That with the consent of the Government and its written approval of the contract or contracts, all or any part of the work may be performed by the Operator through contract or contracts with independent contractors. 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.

5. Fixtures and improvements. 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. Attached hereto, marked "Exhibit 'B'," is a detailed list of additional facilities, buildings, and fixtures, to be purchased, installed, or erected by the Operator, with the

estimated cost of each, to which the Government will contribute its agreed pro-rata share of the cost. The difference between the cost of such additional facilities, buildings, or fixtures, and the salvage value thereof at the conclusion of the work, shall be charged as a cost of the project to which the Government has contributed its pro-rata share.

6. Operating equipment. Attached hereto, marked "Exhibit 'C'," is a detailed list of operating equipment divided into categories of items to be rented, purchased, or furnished by the Operator, with the allowable rental, purchase price, or rental value, as the case may be, annexed to each. As to equipment purchased for the project, the Government will contribute its agreed pro-rata as a cost of the project to which the Government has contributed its pro-rata share.

7. Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50 each, paid for or purchased with funds contributed jointly by the Operator and the Government, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the termination of the contract, if they have any salvage value, shall be disposed of for their joint account unless the Government, in writing, waives its interest in any such items. The Government may require the dismantling, severance from land, and removal of any such items in order to realize its interest in the salvage value thereof, and the cost of any such removal and of the disposal of the items shall be for the joint account of the parties in proportion to their respective interests.

8. Labor and supervision. Attached hereto, marked "Exhibit 'D'," is an itemized shhedule of labor, by numbers and classes (miners, muckers, millmen, etc.), and of supervisors, by numbers and positions, with the maximum wages or salaries that may be paid to each as an allowable cost of the project.

9. Rehabilitation and repairs. Attached hereto, marked "Exhibit 'E'," is a detailed schedule of existing facilities, buildings, installations, and fixtures, with a statement of the cost of any necessary rehabilitation or repairs to put into useful and operable condition, which cost shall be allowed as a cost of the project.

10. Allowable costs of the project. The allowable costs of the project in which the Government will participate are limited to the necessary, reasonable, direct costs of performing the exploration work, including the costs of materials, supplies, engineering, power, water, and utilities, including items of equipment costing less than $50 each; and the costs referred to in Articles 5, 6, 8, and 9, and the exhibits annexed to and referred to in the contract. Although the Government may pay part of the cost of new or additional facilities, structures, buildings, and equipment, only the depreciation on such items, computed as indicated in Articles 5 and 6, will be charged as a cost of the project. No items of general overhead, corporate management, interest, or any other indirect costs not expressly allowed by these regulations, or work performed or costs incurred before the date of this contract, shall be allowed as costs of the project in which the Government will participate.

11. Participation by the Government. At the end of the first full calendar month after the Operator has commenced work under the project, and at the end of each succeeding calendar month, the Operator shall submit to the Government a voucher for payment with a detailed statement of work done and allowable costs (as defined in Article 10 of this agreement) incurred, in a form and with supporting data acceptable to the Government. After approving the voucher, the Government shall pay to the Operator 90 percent of the sum

of such costs incurred; Provided, that the aggregate total of all sums paid by the Government under this agreement shall not exceed $18,000.00, which is 90 percent of the agreed estimated total cost of this project $20,000.00.

12. Accounts and audits. The Operator shall keep suitable records and accounts of operations, which the Government may inspect and audit at any time. The Government may at any time require an audit of the Operator's records and accounts by a certified public accountant, 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.

13. Progress reports. The Operator shall provide the Government with monthly reports of progress in form and content satisfactory to the Government, and upon the completion of the project or termination of the contract shall provide the Government with a comprehensive geologic and engineering report, including an estimate of ore reserves, to the best of his ability. Four copies of all reports shall be furnished to the Government.

14. Repayment by Operator. If, upon the completion of the exploration project or termination of the contract, the Government considers that a discovery or development has resulted from the work from which commercial production of ore may be made, the Government, within 6 months thereafter shall so certify to the Operator, particularly describing and delimiting its estimate of the discovery of the development. Thereafter, if and as ore is produced as a result of such discovery or development, the Operator and his successor in interest shall be and become obligated to pay to the Government a percentage royalty on the net smelter returns or other net proceeds realized from such ore, concentrates, or metal produced within ten (10) years from the date of this contract, until the total amount contributed by the Government, without

interest, is fully repaid or said 10 years have elapsed, whichever occurs first, as follows:

Of net smelter returns or other net proceeds not in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent.

Of net smelter returns or other net proceeds in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent, plus one-half (½) percent additional for each full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

This obligation to repay from net returns or proceeds shall be and remain a claim and lien upon the property which is the subject of the exploration project and upon any production resulting from such discovery or development, in favor of the Government, until fully paid, or until said 10 year period has elapsed; and this claim and lien and the Government's right to repayment shall survive any termination of the contract, whether by completion of the exploration project or otherwise. This article is not to be construed as imposing any obligation on the Operator or his successor in interest to produce ore from any such discovery or development.

15. No assignment of contract. Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder.

16. Termination and completion. The Government may, at any time, by written notice to the Operator, terminate this contract: (a) If the Operator failes 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 worthwhile discovery and in the opinion of the Government further operations are no justified. Upon

the completion of the project or any termination of the contract the Operator shall render to the Government a full and final accounting of his operations under the contract and his expenditures of money; shall dispose of any unused materials, supplies, and equipment for the joint account of the Operator and Government in the proportion of their respective interests; and shall pay to the Government its pro-rata share of any money remaining.

Executed in six the day and year first above written.

COOSA MINING AND SMELTING COMPANY,

By _____
Ben S. Hosey, Secretary-Treasurer.

THE UNITED STATES OF AMERICA

By _____

EXHIBIT "A".

Drilling and other exploratory work to be performed as per map attached.

EXHIBIT "B".

None.

EXHIBIT "C".

The work of drilling will be contracted to a local concern on a basis of approximately $3.00 to $3.50 per foot.

The following equipment will be used:

core drill

pumpting equipment

drill rods

core barrels

diamond bits

miscellaneous small tools and items.

EXHIBIT "D". Drilling will be by contract on $3.00 to $3.50 a foot basis. Labor cost will be about $1.00 an hour, and drillers charge $1.50 to $2.00 an hour.

Mr. Arthur J. Blair, geologist, will charge on a per diem basis from $50.00 to $100.00.

EXHIBIT "E".

None.

Form:
DF-200

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

EXPLORATION PROJECT CONTRACT.

It is agreed this _____ day of _____, 19____, between the United States of America, acting through the Department of the Interior, Defense Minerals Administration, hereinafter called the "Government," and Coosa Mining & Smelting Company, a corporation, hereinafter called the "Operator," as follows:

1. Authority for contract. This agreement is entered into under the authority of the Defense Production Act of 1950, pursuant to Mineral Order 5, entitled "Regulations Governing Government Aid in Defense Exploration Projects."

2. Operator's property rights. The exploration project shall be conducted on that certain property situated in the State of Alabama, County of Coosa, described as follows:

The West half (½) of Section 32, Township 20, Range 3

The Southwest Quarter of the Southeast Quarter of Section 32, Township 20, Range 3

The Northeast Quarter of Northwest Quarter, and the Northwest Quarter of the Northeast Quarter of Section 5, Township 21, Range 3

Twelve acres more or less in the Northwest Quarter of Southeast Quarter, more particularly described as all property in said Quarter north of public road, situated in Section 32, Township 20, Range 3

Five acres more or less in the Southeast Quarter of Northwest Quarter of Section 5, Township 21, Range 3, more particularly described as all the property in said Quarter north of Public Road, containing 457 acres, more or less, all situated in Talladega County, Alabama.

(b) That he is a lessee, in possession and entitled to possession, and the subordination agreement of the lessor is attached.

3. Exploration project. The Operator, within six months from the date of this contract, or sooner if possible, shall commence work on a project of exploration for cobalt and/or manganese; shall prosecute the work efficiently, expertly, in a workmanlike manner, in accordance with good mining standards, with suitable and adequate equipment, materials, and labor, all property designed to bring the project to completion within a period of one year from the date of this contract, or sooner if possible. The exploration project and the work to be performed are more fully described on Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, is made a part of this contract.

4. Performance of the work. The work shall be performed by the Operator, under his sole direction and control: Provided, That with the consent of the Government and its written approval of the contract or contracts, all or any part of the work may be performed by the Operator through contract or contracts with independent contractors. 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.

5. Fixtures and improvements. 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. Attached hereto, marked "Exhibit 'B'," is a detailed list of additional facilities, buildings, and fixtures, to be purchased, installed, or erected by the Operator, with the

estimated cost of each, to which the Government will contribute its agreed pro-rata share of the cost. The difference between the cost of such additional facilities, buildings, or fixtures, and the salvage value thereof at the conclusion of the work, shall be charged as a cost of the project to which the Government has contributed its pro-rata share.

6. Operating equipment. Attached hereto, marked "Exhibit 'C'," is a detailed list of operating equipment divided into categories of items to be rented, purchased, or furnished by the Operator, with the allowable rental, purchase price, or rental value, as the case may be, annexed to each. As to equipment purchased for the project, the Government will contribute its agreed pro-rata as a cost of the project to which the Government has contributed its pro-rata share.

7. Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50 each, paid for or purchased with funds contributed jointly by the Operator and the Government, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the termination of the contract, if they have any salvage value, shall be disposed of for their joint account unless the Government, in writing, waives its interest in any such items. The Government may require the dismantling, severance from land, and removal of any such items in order to realize its interest in the salvage value thereof, and the cost of any such removal and of the disposal of the items shall be for the joint account of the parties in proportion to their respective interests.

8. Labor and supervision. Attached hereto, marked "Exhibit 'D'," is an itemized schedule of labor, by numbers and classes (miners, muckers, millmen, etc.), and of supervisors, by numbers and positions, with the maximum wages or salaries that may be paid to each as an allowable cost of the project.

9. Rehabilitation and repairs. Attached hereto, marked "Exhibit 'E'," is a detailed schedule of existing facilities, buildings, installations, and fixtures, with a statement of the cost of any necessary rehabilitation or repairs to put into useful and operable condition, which cost shall be allowed as a cost of the project.

10. Allowable costs of the project. The allowable costs of the project in which the Government will participate are limited to the necessary, reasonable, direct costs of performing the exploration work, including the costs of materials, supplies, engineering, power, water, and utilities, including items of equipment costing less than $50 each; and the costs referred to in Articles 5, 6, 8, and 9, and the exhibits annexed to and referred to in the contract. Although the Government may pay part of the cost of new or additional facilities, structures, buildings, and equipment, only the depreciation on such items, computed as indicated in Articles 5 and 6, will be charged as a cost of the project. No items of general overhead, corporate management, interest, or any other indirect costs not expressly allowed by these regulations, or work performed or costs incurred before the date of this contract, shall be allowed as costs of the project in which the Government will participate.

11. Participation by the Government. At the end of the first full calendar month after the Operator has commenced work under the project, and at the end of each succeeding calendar month, the Operator shall submit to the Government a voucher for payment with a detailed statement of work done and allowable costs (as defined in Article 10 of this agreement) incurred, in a form and with supporting data acceptable to the Government. After approving the voucher, the Government shall pay to the Operator 90 percent of the sum

of such costs incurred; Provided, that the aggregate total of all sums paid by the Government under this agreement shall not exceed $18,000.00, which is 90 percent of the agreed estimated total cost of this project $20,000.00.

12. Accounts and audits. The Operator shall keep suitable records and accounts of operations, which the Government may inspect and audit at any time. The Government may at any time require an audit of the Operator's records and accounts by a certified public accountant, 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.

13. Progress reports. The Operator shall provide the Government with monthly reports of progress in form and content satisfactory to the Government, and upon the completion of the project or termination of the contract shall provide the Government with a comprehensive geologic and engineering report, including an estimate of ore reserves, to the best of his ability. Four copies of all reports shall be furnished to the Government.

14. Repayment by Operator. If, upon the completion of the exploration project or termination of the contract, the Government considers that a discovery or development has resulted from the work from which commercial production of ore may be made, the Government, within 6 months thereafter shall so certify to the Operator, particularly describing and delimiting its estimate of the discovery of the development. Thereafter, if and as ore is produced as a result of such discovery or development, the Operator and his successor in interest shall be and become obligated to pay to the Government a percentage royalty on the net smelter returns or other net proceeds realized from such ore, concentrates, or metal produced within ten (10) years from the date of this contract, until the total amount contributed by the Government, without

interest, is fully repaid or said 10 years have elapsed, whichever occurs first, as follows:

Of net smelter returns or other net proceeds not in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent.

Of net smelter returns or other net proceeds in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent, plus one-half (½) percent additional for each full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

This obligation to repay from net returns or proceeds shall be and remain a claim and lien upon the property which is the subject of the exploration project and upon any production resulting from such discovery or development, in favor of the Government, until fully paid, or until said 10 year period has elapsed; and this claim and lien and the Government's right to repayment shall survive any termination of the contract, whether by completion of the exploration project or otherwise. This article is not to be construed as imposing any obligation on the Operator or his successor in interest to produce ore from any such discovery or development.

15. No assignment of contract. Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder.

16. Termination and completion. The Government may, at any time, by written notice to the Operator, terminate this contract: (a) If the Operator failes 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 worthwhile discovery and in the opinion of the Government further operations are no justified. Upon

the completion of the project or any termination of the contract the Operator shall render to the Government a full and final accounting of his operations under the contract and his expenditures of money; shall dispose of any unused materials, supplies, and equipment for the joint account of the Operator and Government in the proportion of their respective interests; and shall pay to the Government its pro-rata share of any money remaining.

Executed in six the day and year first above written.

COOSA MINING AND SMELTING COMPANY,

By _____
Ben S. Mosby, Secretary-Treasurer.

THE UNITED STATES OF AMERICA

By _____

EXHIBIT "A".

Drilling and other exploratory work to be performed as per map attached.

EXHIBIT "B".

None.

EXHIBIT "C".

The work of drilling will be contracted to a local concern on a basis of approximately $3.00 to $3.50 per foot.

The following equipment will be used:

core drill

pumpting equipment

drill rods

core barrels

diamond bits

miscellaneous small tools and items.

EXHIBIT "D". Drilling will be by contract on $3.00 to $3.50 a foot basis. Labor cost will be about $1.00 an hour, and drillers charge $1.50 to $2.00 an hour.

Mr. Arthur J. Blair, geologist, will charge on a per diem basis from $50.00 to $100.00.

EXHIBIT "E".

None.

Form:
MF-200

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

EXPLORATION PROJECT CONTRACT.

It is agreed this _____ day of _____, 19____, between the United States of America, acting through the Department of the Interior, Defense Minerals Administration, hereinafter called the "Government," and Coosa Mining & Smelting Company, a corporation, hereinafter called the "Operator," as follows:

1. Authority for contract. This agreement is entered into under the authority of the Defense Production Act of 1950, pursuant to Mineral Order 5, entitled "Regulations Governing Government Aid in Defense Exploration Projects."

2. Operator's property rights. The exploration project shall be conducted on that certain property situated in the State of Alabama, County of Coosa, described as follows:

The West half ($\frac{1}{2}$) of Section 32, Township 20, Range 3

The Southwest Quarter of the Southeast Quarter of Section 32, Township 20, Range 3

The Northeast Quarter of Northwest Quarter, and the Northwest Quarter of the Northeast Quarter of Section 5, Township 21, Range 3

Twelve acres more or less in the Northwest Quarter of Southeast Quarter, more particularly described as all property in said Quarter north of public road, situated in Section 32, Township 20, Range 3

Five acres more or less in the Southeast Quarter of Northwest Quarter of Section 5, Township 21, Range 3, more particularly described as all the property in said Quarter north of Public Road, containing 457 acres, more or less, all situated in Talladega County, Alabama.

(b) That he is a lessee, in possession and entitled to possession, and the subordination agreement of the lessor is attached.

3. Exploration project. The Operator, within six months from the date of this contract, or sooner if possible, shall commence work on a project of exploration for cobalt and/or manganese; shall prosecute the work efficiently, expertly, in a workmanlike manner, in accordance with good mining standards, with suitable and adequate equipment, materials, and labor, all property designed to bring the project to completion within a period of one year from the date of this contract, or sooner if possible. The exploration project and the work to be performed are more fully described on Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, is made a part of this contract.

4. Performance of the work. The work shall be performed by the Operator, under his sole direction and control: Provided, That with the consent of the Government and its written approval of the contract or contracts, all or any part of the work may be performed by the Operator through contract or contracts with independent contractors. 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.

5. Fixtures and improvements. 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. Attached hereto, marked "Exhibit 'B'," is a detailed list of additional facilities, buildings, and fixtures, to be purchased, installed, or erected by the Operator, with the

estimated cost of each, to which the Government will contribute its agreed pro-rata share of the cost. The difference between the cost of such additional facilities, buildings, or fixtures, and the salvage value thereof at the conclusion of the work, shall be charged as a cost of the project to which the Government has contributed its pro-rata share.

6. Operating equipment. Attached hereto, marked "Exhibit 'C'," is a detailed list of operating equipment divided into categories of items to be rented, purchased, or furnished by the Operator, with the allowable rental, purchase price, or rental value, as the case may be, annexed to each. As to equipment purchased for the project, the Government will contribute its agreed pro-rata as a cost of the project to which the Government has contributed its pro-rata share.

7. Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50 each, paid for or purchased with funds contributed jointly by the Operator and the Government, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the termination of the contract, if they have any salvage value, shall be disposed of for their joint account unless the Government, in writing, waives its interest in any such items. The Government may require the dismantling, severance from land, and removal of any such items in order to realize its interest in the salvage value thereof, and the cost of any such removal and of the disposal of the items shall be for the joint account of the parties in proportion to their respective interests.

8. Labor and supervision. Attached hereto, marked "Exhibit 'D'," is an itemized schedule of labor, by numbers and classes (miners, muckers, millmen, etc.), and of supervisors, by numbers and positions, with the maximum wages or salaries that may be paid to each as an allowable cost of the project.

9. Rehabilitation and repairs. Attached hereto, marked "Exhibit 'E'," is a detailed schedule of existing facilities, buildings, installations, and fixtures, with a statement of the cost of any necessary rehabilitation or repairs to put into useful and operable condition, which cost shall be allowed as a cost of the project.

10. Allowable costs of the project. The allowable costs of the project in which the Government will participate are limited to the necessary, reasonable, direct costs of performing the exploration work, including the costs of materials, supplies, engineering, power, water, and utilities, including items of equipment costing less than $50 each; and the costs referred to in Articles 5, 6, 8, and 9, and the exhibits annexed to and referred to in the contract. Although the Government may pay part of the cost of new or additional facilities, structures, buildings, and equipment, only the depreciation on such items, computed as indicated in Articles 5 and 6, will be charged as a cost of the project. No items of general overhead, corporate management, interest, or any other indirect costs not expressly allowed by these regulations, or work performed or costs incurred before the date of this contract, shall be allowed as costs of the project in which the Government will participate.

11. Participation by the Government. At the end of the first full calendar month after the Operator has commenced work under the project, and at the end of each succeeding calendar month, the Operator shall submit to the Government a voucher for payment with a detailed statement of work done and allowable costs (as defined in Article 10 of this agreement) incurred, in a form and with supporting data acceptable to the Government. After approving the voucher, the Government shall pay to the Operator 90 percent of the sum

of such costs incurred; Provided, that the aggregate total of all sums paid by the Government under this agreement shall not exceed $18,000.00, which is 90 percent of the agreed estimated total cost of this project $20,000.00.

12. Accounts and audits. The Operator shall keep suitable records and accounts of operations, which the Government may inspect and audit at any time. The Government may at any time require an audit of the Operator's records and accounts by a certified public accountant, 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.

13. Progress reports. The Operator shall provide the Government with monthly reports of progress in form and content satisfactory to the Government, and upon the completion of the project or termination of the contract shall provide the Government with a comprehensive geologic and engineering report, including an estimate of ore reserves, to the best of his ability. Four copies of all reports shall be furnished to the Government.

14. Repayment by Operator. If, upon the completion of the exploration project or termination of the contract, the Government considers that a discovery or development has resulted from the work from which commercial production of ore may be made, the Government, within 6 months thereafter shall so certify to the Operator, particularly describing and delimiting its estimate of the discovery or the development. Thereafter, if and as ore is produced as a result of such discovery or development, the Operator and his successor in interest shall be and become obligated to pay to the Government a percentage royalty on the net smelter returns or other net proceeds realized from such ore, concentrates, or metal produced within ten (10) years from the date of this contract, until the total amount contributed by the Government, without

interest, is fully repaid or said 10 years have elapsed, whichever occurs first, as follows:

Of net smelter returns or other net proceeds not in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent.

Of net smelter returns or other net proceeds in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent, plus one-half (½) percent additional for each full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

This obligation to repay from net returns or proceeds shall be and remain a claim and lien upon the property which is the subject of the exploration project and upon any production resulting from such discovery or development, in favor of the Government, until fully paid, or until said 10 year period has elapsed; and this claim and lien and the Government's right to repayment shall survive any termination of the contract, whether by completion of the exploration project or otherwise. This article is not to be construed as imposing any obligation on the Operator or his successor in interest to produce ore from any such discovery or development.

15. No assignment of contract. Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder.

16. Termination and completion. The Government may, at any time, by written notice to the Operator, terminate this contract: (a) If the Operator failes 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 worthwhile discovery and in the opinion of the Government further operations are no justified. Upon

the completion of the project or any termination of the contract the Operator shall render to the Government a full and final accounting of his operations under the contract and his expenditures of money; shall dispose of any unused materials, supplies, and equipment for the joint account of the Operator and Government in the proportion of their respective interests; and shall pay to the Government its pro-rata share of any money remaining.

Executed in six the day and year first above written.

COOSA MINING AND DRILLING COMPANY, THE UNITED STATES OF AMERICA

By _____ By _____

Ben S. Money, Secretary-Treasurer.

EXHIBIT "A".

Drilling and other exploratory work to be performed as per map attached.

EXHIBIT "B".

None.

EXHIBIT "C".

The work of drilling will be contracted to a local concern on a basis of approximately $3.00 to $3.50 per foot.

The following equipment will be used:

core drill

pumpting equipment

drill rods

core barrels

diamond bits

miscellaneous small tools and items.

EXHIBIT "D". Drilling will be by contract on $3.00 to $3.50 a foot basis. Labor cost will be about $1.00 an hour, and drillers charge $1.50 to $2.00 an hour.

Mr. Arthur J. Blair, geologist, will charge on a per diem basis from $50.00 to $100.00.

EXHIBIT "E".

None.

Form:
MF-200

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

EXPLORATION PROJECT CONTRACT.

It is agreed this _____ day of _____, 19____, between the United States of America, acting through the Department of the Interior, Defense Minerals Administration, hereinafter called the "Government," and Coosa Mining & Smelting Company, a corporation, hereinafter called the "Operator," as follows:

1. Authority for contract. This agreement is entered into under the authority of the Defense Production Act of 1950, pursuant to Mineral Order 5, entitled "Regulations Governing Government Aid in Defense Exploration Projects."

2. Operator's property rights. The exploration project shall be conducted on that certain property situated in the State of Alabama, County of Coosa, described as follows:

The West half (½) of Section 32, Township 20, Range 3

The Southwest Quarter of the Southeast Quarter of Section 32, Township 20, Range 3

The Northeast Quarter of Northwest Quarter, and the Northwest Quarter of the Northeast Quarter of Section 5, Township 21, Range 3

Twelve acres more or less in the Northwest Quarter of Southeast Quarter, more particularly described as all property in said Quarter north of public road, situated in Section 32, Township 20, Range 3

Five acres more or less in the Southeast Quarter of Northwest Quarter of Section 5, Township 21, Range 3, more particularly described as all the property in said Quarter north of Public Road, containing 457 acres, more or less, all situated in Talladega County, Alabama.

(b) That he is a lessee, in possession and entitled to possession, and the subordination agreement of the lessor is attached.

3. Exploration project. The Operator, within six months from the date of this contract, or sooner if possible, shall commence work on a project of exploration for cobalt and/or manganese; shall prosecute the work efficiently, expertly, in a workmanlike manner, in accordance with good mining standards, with suitable and adequate equipment, materials, and labor, all property designed to bring the project to completion within a period of one year from the date of this contract, or sooner if possible. The exploration project and the work to be performed are more fully described on Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, is made a part of this contract.

4. Performance of the work. The work shall be performed by the Operator, under his sole direction and control: Provided, That with the consent of the Government and its written approval of the contract or contracts, all or any part of the work may be performed by the Operator through contract or contracts with independent contractors. 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.

5. Fixtures and improvements. 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. Attached hereto, marked "Exhibit 'B'," is a detailed list of additional facilities, buildings, and fixtures, to be purchased, installed, or erected by the Operator, with the

estimated cost of each, to which the Government will contribute its agreed pro-rata share of the cost. The difference between the cost of such additional facilities, buildings, or fixtures, and the salvage value thereof at the conclusion of the work, shall be charged as a cost of the project to which the Government has contributed its pro-rata share.

6. Operating equipment. Attached hereto, marked "Exhibit 'C'," is a detailed list of operating equipment divided into categories of items to be rented, purchased, or furnished by the Operator, with the allowable rental, purchase price, or rental value, as the case may be, annexed to each. As to equipment purchased for the project, the Government will contribute its agreed pro-rata as a cost of the project to which the Government has contributed its pro-rata share.

7. Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50 each, paid for or purchased with funds contributed jointly by the Operator and the Government, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the termination of the contract, if they have any salvage value, shall be disposed of for their joint account unless the Government, in writing, waives its interest in any such items. The Government may require the dismantling, severance from land, and removal of any such items in order to realize its interest in the salvage value thereof, and the cost of any such removal and of the disposal of the items shall be for the joint account of the parties in proportion to their respective interests.

8. Labor and supervision. Attached hereto, marked "Exhibit 'D'," is an itemized schedule of labor, by numbers and classes (miners, muckers, millmen, etc.), and of supervisors, by numbers and positions, with the maximum wages or salaries that may be paid to each as an allowable cost of the project.

9. Rehabilitation and repairs. Attached hereto, marked "Exhibit 'E'," is a detailed schedule of existing facilities, buildings, installations, and fixtures, with a statement of the cost of any necessary rehabilitation or repairs to put into useful and operable condition, which cost shall be allowed as a cost of the project.

10. Allowable costs of the project. The allowable costs of the project in which the Government will participate are limited to the necessary, reasonable, direct costs of performing the exploration work, including the costs of materials, supplies, engineering, power, water, and utilities, including items of equipment costing less than $50 each; and the costs referred to in Articles 5, 6, 8, and 9, and the exhibits annexed to and referred to in the contract. Although the Government may pay part of the cost of new or additional facilities, structures, buildings, and equipment, only the depreciation on such items, computed as indicated in Articles 5 and 6, will be charged as a cost of the project. No items of general overhead, corporate management, interest, or any other indirect costs not expressly allowed by these regulations, or work performed or costs incurred before the date of this contract, shall be allowed as costs of the project in which the Government will participate.

11. Participation by the Government. At the end of the first full calendar month after the Operator has commenced work under the project, and at the end of each succeeding calendar month, the Operator shall submit to the Government a voucher for payment with a detailed statement of work done and allowable costs (as defined in Article 10 of this agreement) incurred, in a form and with supporting data acceptable to the Government. After approving the voucher, the Government shall pay to the Operator 90 percent of the sum

of such costs incurred; Provided, that the aggregate total of all sums paid by the Government under this agreement shall not exceed $18,000.00, which is 90 percent of the agreed estimated total cost of this project $20,000.00.

12. Accounts and audits. The Operator shall keep suitable records and accounts of operations, which the Government may inspect and audit at any time. The Government may at any time require an audit of the Operator's records and accounts by a certified public accountant, 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.

13. Progress reports. The Operator shall provide the Government with monthly reports of progress in form and content satisfactory to the Government, and upon the completion of the project or termination of the contract shall provide the Government with a comprehensive geologic and engineering report, including an estimate of ore reserves, to the best of his ability. Four copies of all reports shall be furnished to the Government.

14. Repayment by Operator. If, upon the completion of the exploration project or termination of the contract, the Government considers that a discovery or development has resulted from the work from which commercial production of ore may be made, the Government, within 6 months thereafter shall so certify to the Operator, particularly describing and delimiting its estimate of the discovery of the development. Thereafter, if and as ore is produced as a result of such discovery or development, the Operator and his successor in interest shall be and become obligated to pay to the Government a percentage royalty on the net smelter returns or other net proceeds realized from such ore, concentrates, or metal produced within ten (10) years from the date of this contract, until the total amount contributed by the Government, without

interest, is fully repaid or said 10 years have elapsed, whichever occurs first, as follows:

Of net smelter returns or other net proceeds not in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent.

Of net smelter returns or other net proceeds in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent, plus one-half (½) percent additional for each full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

This obligation to repay from net returns or proceeds shall be and remain a claim and lien upon the property which is the subject of the exploration project and upon any production resulting from such discovery or development, in favor of the Government, until fully paid, or until said 10 year period has elapsed; and this claim and lien and the Government's right to repayment shall survive any termination of the contract, whether by completion of the exploration project or otherwise. This article is not to be construed as imposing any obligation on the Operator or his successor in interest to produce ore from any such discovery or development.

15. No assignment of contract. Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder.

16. Termination and completion. The Government may, at any time, by written notice to the Operator, terminate this contract: (a) If the Operator failes 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 worthwhile discovery and in the opinion of the Government further operations are no justified. Upon

the completion of the project or any termination of the contract the Operator shall render to the Government a full and final accounting of his operations under the contract and his expenditures of money; shall dispose of any unused materials, supplies, and equipment for the joint account of the Operator and Government in the proportion of their respective interests; and shall pay to the Government its pro-rata share of any money remaining.

Executed in six the day and year first above written.

COOSA MINING AND SMELTING COMPANY,

By _____
Ben S. Posey, Secretary-Treasurer.

THE UNITED STATES OF AMERICA

By _____

EXHIBIT "A".

Drilling and other exploratory work to be performed as per map attached.

EXHIBIT "B".

None.

EXHIBIT "C".

The work of drilling will be contracted to a local concern on a basis of approximately $3.00 to $3.50 per foot.

The following equipment will be used:

core drill

pumpting equipment

drill rods

core barrels

diamond bits

miscellaneous small tools and items.

EXHIBIT "D". Drilling will be by contract on $3.00 to $3.50 a foot basis. Labor cost will be about $1.00 an hour, and drillers charge $1.50 to $2.00 an hour.

Mr. Arthur J. Blair, geologist, will charge on a per diem basis from $50.00 to $100.00.

EXHIBIT "E".

None.

Form:
MF-200

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

EXPLORATION PROJECT CONTRACT.

It is agreed this _____ day of _____, 19____, between the United States of America, acting through the Department of the Interior, Defense Minerals Administration, hereinafter called the "Government," and Coosa Mining & Smelting Company, a corporation, hereinafter called the "Operator," as follows:

1. Authority for contract. This agreement is entered into under the authority of the Defense Production Act of 1950, pursuant to Mineral Order 5, entitled "Regulations Governing Government Aid in Defense Exploration Projects."

2. Operator's property rights. The exploration project shall be conducted on that certain property situated in the State of Alabama, County of Coosa, described as follows:

The West half (½) of Section 32, Township 20, Range 3

The Southwest Quarter of the Southeast Quarter of Section 32, Township 20, Range 3

The Northeast Quarter of Northwest Quarter, and the Northwest Quarter of the Northeast Quarter of Section 5, Township 21, Range 3

Twelve acres more or less in the Northwest Quarter of Southeast Quarter, more particularly described as all property in said Quarter north of public road, situated in Section 32, Township 20, Range 3

Five acres more or less in the Southeast Quarter of Northwest Quarter of Section 5, Township 21, Range 3, more particularly described as all the property in said Quarter north of Public Road, containing 457 acres, more or less, all situated in Talladega County, Alabama.

(b) That he is a lessee, in possession and entitled to possession, and the subordination agreement of the lessor is attached.

3. Exploration project. The Operator, within six months from the date of this contract, or sooner if possible, shall commence work on a project of exploration for cobalt and/or manganese; shall prosecute the work efficiently, expertly, in a workmanlike manner, in accordance with good mining standards, with suitable and adequate equipment, materials, and labor, all property designed to bring the project to completion within a period of one year from the date of this contract, or sooner if possible. The exploration project and the work to be performed are more fully described on Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, is made a part of this contract.

4. Performance of the work. The work shall be performed by the Operator, under his sole direction and control: Provided, That with the consent of the Government and its written approval of the contract or contracts, all or any part of the work may be performed by the Operator through contract or contracts with independent contractors. 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.

5. Fixtures and improvements. 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. Attached hereto, marked "Exhibit 'B'," is a detailed list of additional facilities, buildings, and fixtures, to be purchased, installed, or erected by the Operator, with the

estimated cost of each, to which the Government will contribute its agreed pro-rata share of the cost. The difference between the cost of such additional facilities, buildings, or fixtures, and the salvage value thereof at the conclusion of the work, shall be charged as a cost of the project to which the Government has contributed its pro-rata share.

6. Operating equipment. Attached hereto, marked "Exhibit 'C'," is a detailed list of operating equipment divided into categories of items to be rented, purchased, or furnished by the Operator, with the allowable rental, purchase price, or rental value, as the case may be, annexed to each. As to equipment purchased for the project, the Government will contribute its agreed pro-rata as a cost of the project to which the Government has contributed its pro-rata share.

7. Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50 each, paid for or purchased with funds contributed jointly by the Operator and the Government, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the termination of the contract, if they have any salvage value, shall be disposed of for their joint account unless the Government, in writing, waives its interest in any such items. The Government may require the dismantling, severance from land, and removal of any such items in order to realize its interest in the salvage value thereof, and the cost of any such removal and of the disposal of the items shall be for the joint account of the parties in proportion to their respective interests.

8. Labor and supervision. Attached hereto, marked "Exhibit 'D'," is an itemized shhedule of labor, by numbers and classes (miners, muckers, millmen, etc.), and of supervisors, by numbers and positions, with the maximum wages or salaries that may be paid to each as an allowable cost of the project.

9. Rehabilitation and repairs. Attached hereto, marked "Exhibit 'E'," is a detailed schedule of existing facilities, buildings, installations, and fixtures, with a statement of the cost of any necessary rehabilitation or repairs to put into useful and operable condition, which cost shall be allowed as a cost of the project.

10. Allowable costs of the project. The allowable costs of the project in which the Government will participate are limited to the necessary, reasonable, direct costs of performing the exploration work, including the costs of materials, supplies, engineering, power, water, and utilities, including items of equipment costing less than $50 each; and the costs referred to in Articles 5, 6, 8, and 9, and the exhibits annexed to and referred to in the contract. Although the Government may pay part of the cost of new or additional facilities, structures, buildings, and equipment, only the depreciation on such items, computed as indicated in Articles 5 and 6, will be charged as a cost of the project. No items of general overhead, corporate management, interest, or any other indirect costs not expressly allowed by these regulations, or work performed or costs incurred before the date of this contract, shall be allowed as costs of the project in which the Government will participate.

11. Participation by the Government. At the end of the first full calendar month after the Operator has commenced work under the project, and at the end of each succeeding calendar month, the Operator shall submit to the Government a voucher for payment with a detailed statement of work done and allowable costs (as defined in Article 10 of this agreement) incurred, in a form and with supporting data acceptable to the Government. After approving the voucher, the Government shall pay to the Operator 90 percent of the sum

of such costs incurred; Provided, that the aggregate total of all sums paid by the Government under this agreement shall not exceed $18,000.00, which is 90 percent of the agreed estimated total cost of this project $20,000.00.

12. Accounts and audits. The Operator shall keep suitable records and accounts of operations, which the Government may inspect and audit at any time. The Government may at any time require an audit of the Operator's records and accounts by a certified public accountant, 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.

13. Progress reports. The Operator shall provide the Government with monthly reports of progress in form and content satisfactory to the Government, and upon the completion of the project or termination of the contract shall provide the Government with a comprehensive geologic and engineering report, including an estimate of ore reserves, to the best of his ability. Four copies of all reports shall be furnished to the Government.

14. Repayment by Operator. If, upon the completion of the exploration project or termination of the contract, the Government considers that a discovery or development has resulted from the work from which commercial production of ore may be made, the Government, within 6 months thereafter shall so certify to the Operator, particularly describing and delimiting its estimate of the discovery of the development. Thereafter, if and as ore is produced as a result of such discovery or development, the Operator and his successor in interest shall be and become obligated to pay to the Government a percentage royalty on the net smelter returns or other net proceeds realized from such ore, concentrates, or metal produced within ten (10) years from the date of this contract, until the total amount contributed by the Government, without

interest, is fully repaid or said 10 years have elapsed, whichever occurs first, as follows:

Of net smelter returns or other net proceeds not in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent.

Of net smelter returns or other net proceeds in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent, plus one-half (½) percent additional for each full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

This obligation to repay from net returns or proceeds shall be and remain a claim and lien upon the property which is the subject of the exploration project and upon any production resulting from such discovery or development, in favor of the Government, until fully paid, or until said 10 year period has elapsed; and this claim and lien and the Government's right to repayment shall survive any termination of the contract, whether by completion of the exploration project or otherwise. This article is not to be construed as imposing any obligation on the Operator or his successor in interest to produce ore from any such discovery or development.

15. No assignment of contract. Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder.

16. Termination and completion. The Government may, at any time, by written notice to the Operator, terminate this contract: (a) If the Operator failes 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 worthwhile discovery and in the opinion of the Government further operations are no justified. Upon

the completion of the project or any termination of the contract the Operator shall render to the Government a full and final accounting of his operations under the contract and his expenditures of money; shall dispose of any unused materials, supplies, and equipment for the joint account of the Operator and Government in the proportion of their respective interests; and shall pay to the Government its pro-rata share of any money remaining.

Executed in six the day and year first above written.

COOSA MINING AND SMELTING COMPANY, THE UNITED STATES OF AMERICA

By _____ By _____

Dan S. Kemp, Secretary-Treasurer.

EXHIBIT "A".

Drilling and other exploratory work to be performed as per map attached.

EXHIBIT "B".

None.

EXHIBIT "C".

The work of drilling will be contracted to a local concern on a basis of approximately $3.00 to $3.50 per foot.

The following equipment will be used:

core drill

pumpting equipment

drill rods

core barrels

diamond bits

miscellaneous small tools and items.

EXHIBIT "D". Drilling will be by contract on $3.00 to $3.50 a foot basis. Labor cost will be about $1.00 an hour, and drillers charge $1.50 to $2.00 an hour.

Mr. Arthur J. Blair, geologist, will charge on a per diem basis from $50.00 to $100.00.

EXHIBIT "E".

None.

Form:
DF-200

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

EXPLORATION PROJECT CONTRACT.

It is agreed this _____ day of _____, 19____, between the United States of America, acting through the Department of the Interior, Defense Minerals Administration, hereinafter called the "Government," and Coosa Mining & Smelting Company, a corporation, hereinafter called the "Operator," as follows:

1. Authority for contract. This agreement is entered into under the authority of the Defense Production Act of 1950, pursuant to Mineral Order 5, entitled "Regulations Governing Government Aid in Defense Exploration Projects."

2. Operator's property rights. The exploration project shall be conducted on that certain property situated in the State of Alabama, County of Coosa, described as follows:

The West half (½) of Section 32, Township 20, Range 3

The Southwest Quarter of the Southeast Quarter of Section 32, Township 20, Range 3

The Northeast Quarter of Northwest Quarter, and the Northwest Quarter of the Northeast Quarter of Section 5, Township 21, Range 3

Twelve acres more or less in the Northwest Quarter of Southeast Quarter, more particularly described as all property in said Quarter north of public road, situated in Section 32, Township 20, Range 3

Five acres more or less in the Southeast Quarter of Northwest Quarter of Section 5, Township 21, Range 3, more particularly described as all the property in said Quarter north of Public Road, containing 457 acres, more or less, all situated in Talladega County, Alabama.

(b) That he is a lessee, in possession and entitled to possession, and the subordination agreement of the lessor is attached.

3. Exploration project. The Operator, within six months from the date of this contract, or sooner if possible, shall commence work on a project of exploration for cobalt and/or manganese; shall prosecute the work efficiently, expertly, in a workmanlike manner, in accordance with good mining standards, with suitable and adequate equipment, materials, and labor, all property designed to bring the project to completion within a period of one year from the date of this contract, or sooner if possible. The exploration project and the work to be performed are more fully described on Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, is made a part of this contract.

4. Performance of the work. The work shall be performed by the Operator, under his sole direction and control: Provided, That with the consent of the Government and its written approval of the contract or contracts, all or any part of the work may be performed by the Operator through contract or contracts with independent contractors. 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.

5. Fixtures and improvements. 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. Attached hereto, marked "Exhibit 'B'," is a detailed list of additional facilities, buildings, and fixtures, to be purchased, installed, or erected by the Operator, with the

estimated cost of each, to which the Government will contribute its agreed pro-rata share of the cost. The difference between the cost of such additional facilities, buildings, or fixtures, and the salvage value thereof at the conclusion of the work, shall be charged as a cost of the project to which the Government has contributed its pro-rata share.

6. Operating equipment. Attached hereto, marked "Exhibit 'C'," is a detailed list of operating equipment divided into categories of items to be rented, purchased, or furnished by the Operator, with the allowable rental, purchase price, or rental value, as the case may be, annexed to each. As to equipment purchased for the project, the Government will contribute its agreed pro-rata as a cost of the project to which the Government has contributed its pro-rata share.

7. Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50 each, paid for or purchased with funds contributed jointly by the Operator and the Government, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the termination of the contract, if they have any salvage value, shall be disposed of for their joint account unless the Government, in writing, waives its interest in any such items. The Government may require the dismantling, severance from land, and removal of any such items in order to realize its interest in the salvage value thereof, and the cost of any such removal and of the disposal of the items shall be for the joint account of the parties in proportion to their respective interests.

8. Labor and supervision. Attached hereto, marked "Exhibit 'D'," is an itemized shhedule of labor, by numbers and classes (miners, muckers, millmen, etc.), and of supervisors, by numbers and positions, with the maximum wages or salaries that may be paid to each as an allowable cost of the project.

9. Rehabilitation and repairs. Attached hereto, marked "Exhibit 'E'," is a detailed schedule of existing facilities, buildings, installations, and fixtures, with a statement of the cost of any necessary rehabilitation or repairs to put into useful and operable condition, which cost shall be allowed as a cost of the project.

10. Allowable costs of the project. The allowable costs of the project in which the Government will participate are limited to the necessary, reasonable, direct costs of performing the exploration work, including the costs of materials, supplies, engineering, power, water, and utilities, including items of equipment costing less than $50 each; and the costs referred to in Articles 5, 6, 8, and 9, and the exhibits annexed to and referred to in the contract. Although the Government may pay part of the cost of new or additional facilities, structures, buildings, and equipment, only the depreciation on such items, computed as indicated in Articles 5 and 6, will be charged as a cost of the project. No items of general overhead, corporate management, interest, or any other indirect costs not expressly allowed by these regulations, or work performed or costs incurred before the date of this contract, shall be allowed as costs of the project in which the Government will participate.

11. Participation by the Government. At the end of the first full calendar month after the Operator has commenced work under the project, and at the end of each succeeding calendar month, the Operator shall submit to the Government a voucher for payment with a detailed statement of work done and allowable costs (as defined in Article 10 of this agreement) incurred, in a form and with supporting data acceptable to the Government. After approving the voucher, the Government shall pay to the Operator 90 percent of the sum

of such costs incurred; Provided, that the aggregate total of all sums paid by the Government under this agreement shall not exceed $18,000.00, which is 90 percent of the agreed estimated total cost of this project $20,000.00.

12. Accounts and audits. The Operator shall keep suitable records and accounts of operations, which the Government may inspect and audit at any time. The Government may at any time require an audit of the Operator's records and accounts by a certified public accountant, 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.

13. Progress reports. The Operator shall provide the Government with monthly reports of progress in form and content satisfactory to the Government, and upon the completion of the project or termination of the contract shall provide the Government with a comprehensive geologic and engineering report, including an estimate of ore reserves, to the best of his ability. Four copies of all reports shall be furnished to the Government.

14. Repayment by Operator. If, upon the completion of the exploration project or termination of the contract, the Government considers that a discovery or development has resulted from the work from which commercial production of ore may be made, the Government, within 6 months thereafter shall so certify to the Operator, particularly describing and delimiting its estimate of the discovery of the development. Thereafter, if and as ore is produced as a result of such discovery or development, the Operator and his successor in interest shall be and become obligated to pay to the Government a percentage royalty on the net smelter returns or other net proceeds realized from such ore, concentrates, or metal produced within ten (10) years from the date of this contract, until the total amount contributed by the Government, without

interest, is fully repaid or said 10 years have elapsed, whichever occurs first, as follows:

Of net smelter returns or other net proceeds not in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent.

Of net smelter returns or other net proceeds in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent, plus one-half (½) percent additional for each full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

This obligation to repay from net returns or proceeds shall be and remain a claim and lien upon the property which is the subject of the exploration project and upon any production resulting from such discovery or development, in favor of the Government, until fully paid, or until said 10 year period has elapsed; and this claim and lien and the Government's right to repayment shall survive any termination of the contract, whether by completion of the exploration project or otherwise. This article is not to be construed as imposing any obligation on the Operator or his successor in interest to produce ore from any such discovery or development.

15. No assignment of contract. Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder.

16. Termination and completion. The Government may, at any time, by written notice to the Operator, terminate this contract: (a) If the Operator failes 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 worthwhile discovery and in the opinion of the Government further operations are no justified. Upon

the completion of the project or any termination of the contract the Operator shall render to the Government a full and final accounting of his operations under the contract and his expenditures of money; shall dispose of any unused materials, supplies, and equipment for the joint account of the Operator and Government in the proportion of their respective interests; and shall pay to the Government its pro-rata share of any money remaining.

Executed in six the day and year first above written.

COOSA MINING AND SMELTING COMPANY, THE UNITED STATES OF AMERICA

By _____ By _____

Ben S. Mosey, Secretary-Treasurer.

EXHIBIT "A".

Drilling and other exploratory work to be performed as per map attached.

EXHIBIT "B".

None.

EXHIBIT "C".

The work of drilling will be contracted to a local concern on a basis of approximately $3.00 to $3.50 per foot.

The following equipment will be used:

core drill

pumpting equipment

drill rods

core barrels

diamond bits

miscellaneous small tools and items.

EXHIBIT "D". Drilling will be by contract on $3.00 to $3.50 a foot basis. Labor cost will be about $1.00 an hour, and drillers charge $1.50 to $2.00 an hour.

Mr. Arthur J. Blair, geologist, will charge on a per diem basis from $50.00 to $100.00.

EXHIBIT "E".

None.

G U A R A N T Y

In consideration of the waiver by the United States of America of the requirement of a mortgagee's subordination agreement as set forth in Paragraph 2 (a) of the attached Exploration Project Contract between the undersigned and the United States of America, the undersigned hereby guarantees the payment to the United States of America of royalties, as specified in Paragraph 15 of said Contract, upon any and all ore discovered or developed as a result of said Contract, which is mined within 10 years from the date of said Contract, whether or not the undersigned has any interest in the property covered by the said Contract or any part in the mining operations at the time said ore is mined. If for any reason the net smelter returns from operations that would be subject under said contract to such payments to the United States of America are not available as a means of measuring the amount of such payment, then the undersigned agrees and undertakes to make such payment according to the best estimates of the amount that can reasonably be made, and in the event of dispute as to such estimate, the undersigned agrees that the determination thereof by either the Administrator of Defense Minerals Administration or by the Director of the United States Bureau of Mines shall be final and binding upon the undersigned; provided, however, that should undersigned, prior to the accrual of any obligation to pay under this guarantee, furnish to the United States the subordination

agreement required by Paragraph 2 (a) of said contract this covenant shall thereupon become fully satisfied and of no further force or effect.

Dated this 7 2nd day of August 1951.

COOSA MINING & SMELTING COMPANY, INC.

Ben S. Hosey, Secy.-Treas.

President Curry M. Owings,

G U A R A N T Y

In consideration of the waiver by the United States of America of the requirement of a mortgagee's subordination agreement as set forth in Paragraph 2 (a) of the attached Exploration Project Contract between the undersigned and the United States of America, the undersigned hereby guarantees the payment to the United States of America of royalties, as specified in Paragraph 15 of said Contract, upon any and all ore discovered or developed as a result of said Contract, which is mined within 10 years from the date of said Contract, whether or not the undersigned has any interest in the property covered by the said Contract or any part in the mining operations at the time said ore is mined. If for any reason the net smelter returns from operations that would be subject under said contract to such payments to the United States of America are not available as a means of measuring the amount of such payment, then the undersigned agrees and undertakes to make such payment according to the best estimates of the amount that can reasonably be made, and in the event of dispute as to such estimate, the undersigned agrees that the determination thereof by either the Administrator of Defense Minerals Administration or by the Director of the United States Bureau of Mines shall be final and binding upon the undersigned; provided, however, that should undersigned, prior to the accrual of any obligation to pay under this guarantee, furnish to the United States the subordination

agreement required by Paragraph 2 (a) of said contract this covenant shall thereupon become fully satisfied and of no further force or effect.

Dated this 22nd day of August 1951.

COOSA MINING & SMELTING COMPANY, INC.

Ben S. Hosey, Secy.-Treas.

President Curry M. Owings,

G U A R A N T Y

In consideration of the waiver by the United States of America of the requirement of a mortgagee's subordination agreement as set forth in Paragraph 2 (a) of the attached Exploration Project Contract between the undersigned and the United States of America, the undersigned hereby guarantees the payment to the United States of America of royalties, as specified in Paragraph 15 of said Contract, upon any and all ore discovered or developed as a result of said Contract, which is mined within 10 years from the date of said Contract, whether or not the undersigned has any interest in the property covered by the said Contract or any part in the mining operations at the time said ore is mined. If for any reason the net smelter returns from operations that would be subject under said contract to such payments to the United States of America are not available as a means of measuring the amount of such payment, then the undersigned agrees and undertakes to make such payment according to the best estimates of the amount that can reasonably be made, and in the event of dispute as to such estimate, the undersigned agrees that the determination thereof by either the Administrator of Defense Minerals Administration or by the Director of the United States Bureau of Mines shall be final and binding upon the undersigned; provided, however, that should undersigned, prior to the accrual of any obligation to pay under this guarantee, furnish to the United States the subordination

agreement required by Paragraph 2 (a) of said contract this covenant shall thereupon become fully satisfied and of no further force or effect.

Dated this 22nd day of August 1951.

COOSA MINING & SMELTING COMPANY, INC.

By Ben S. Hosey

Ben S. Hosey, Secy.-Treas.

By Curry M. Winns

President Curry M. Winns,

G U A R A N T Y

In consideration of the waiver by the United States of America of the requirement of a mortgagee's subordination agreement as set forth in Paragraph 2 (a) of the attached Exploration Project Contract between the undersigned and the United States of America, the undersigned hereby guarantees the payment to the United States of America of royalties, as specified in Paragraph 15 of said Contract, upon any and all ore discovered or developed as a result of said Contract, which is mined within 10 years from the date of said Contract, whether or not the undersigned has any interest in the property covered by the said Contract or any part in the mining operations at the time said ore is mined. If for any reason the net smelter returns from operations that would be subject under said contract to such payments to the United States of America are not available as a means of measuring the amount of such payment, then the undersigned agrees and undertakes to make such payment according to the best estimates of the amount that can reasonably be made, and in the event of dispute as to such estimate, the undersigned agrees that the determination thereof by either the Administrator of Defense Minerals Administration or by the Director of the United States Bureau of Mines shall be final and binding upon the undersigned; provided, however, that should undersigned, prior to the accrual of any obligation to pay under this guarantee, furnish to the United States the subordination

agreement required by Paragraph 2 (a) of said contract this covenant shall thereupon become fully satisfied and of no further force or effect.

Dated this 22nd day of August 1951.

COSSA MINING & SMELTING COMPANY, INC.

Ben S. Hosey, Secy.-Treas.

President Curry M. Cosgrove,

G U A R A N T Y

In consideration of the waiver by the United States of America of the requirement of a mortgagee's subordination agreement as set forth in Paragraph 2 (a) of the attached Exploration Project Contract between the undersigned and the United States of America, the undersigned hereby guarantees the payment to the United States of America of royalties, as specified in Paragraph 15 of said Contract, upon any and all ore discovered or developed as a result of said Contract, which is mined within 10 years from the date of said Contract, whether or not the undersigned has any interest in the property covered by the said Contract or any part in the mining operations at the time said ore is mined. If for any reason the net smelter returns from operations that would be subject under said contract to such payments to the United States of America are not available as a means of measuring the amount of such payment, then the undersigned agrees and undertakes to make such payment according to the best estimates of the amount that can reasonably be made, and in the event of dispute as to such estimate, the undersigned agrees that the determination thereof by either the Administrator of Defense Minerals Administration or by the Director of the United States Bureau of Mines shall be final and binding upon the undersigned; provided, however, that should undersigned, prior to the accrual of any obligation to pay under this guarantee, furnish to the United States the subordination

agreement required by Paragraph 2 (a) of said contract this covenant shall thereupon become fully satisfied and of no further force or effect.

Dated this 22nd day of August 1951.

COSSA MINING & SMELTING COMPANY, INC.

Ben S. Hosey, Secy.-Treas.

President Curry L. Cringe,

G U A R A N T Y

In consideration of the waiver by the United States of America of the requirement of a mortgagee's subordination agreement as set forth in Paragraph 2 (a) of the attached Exploration Project Contract between the undersigned and the United States of America, the undersigned hereby guarantees the payment to the United States of America of royalties, as specified in Paragraph 15 of said Contract, upon any and all ore discovered or developed as a result of said Contract, which is mined within 10 years from the date of said Contract, whether or not the undersigned has any interest in the property covered by the said Contract or any part in the mining operations at the time said ore is mined. If for any reason the net smelter returns from operations that would be subject under said contract to such payments to the United States of America are not available as a means of measuring the amount of such payment, then the undersigned agrees and undertakes to make such payment according to the best estimates of the amount that can reasonably be made, and in the event of dispute as to such estimate, the undersigned agrees that the determination thereof by either the Administrator of Defense Minerals Administration or by the Director of the United States Bureau of Mines shall be final and binding upon the undersigned; provided, however, that should undersigned, prior to the accrual of any obligation to pay under this guarantee, furnish to the United States the subordination

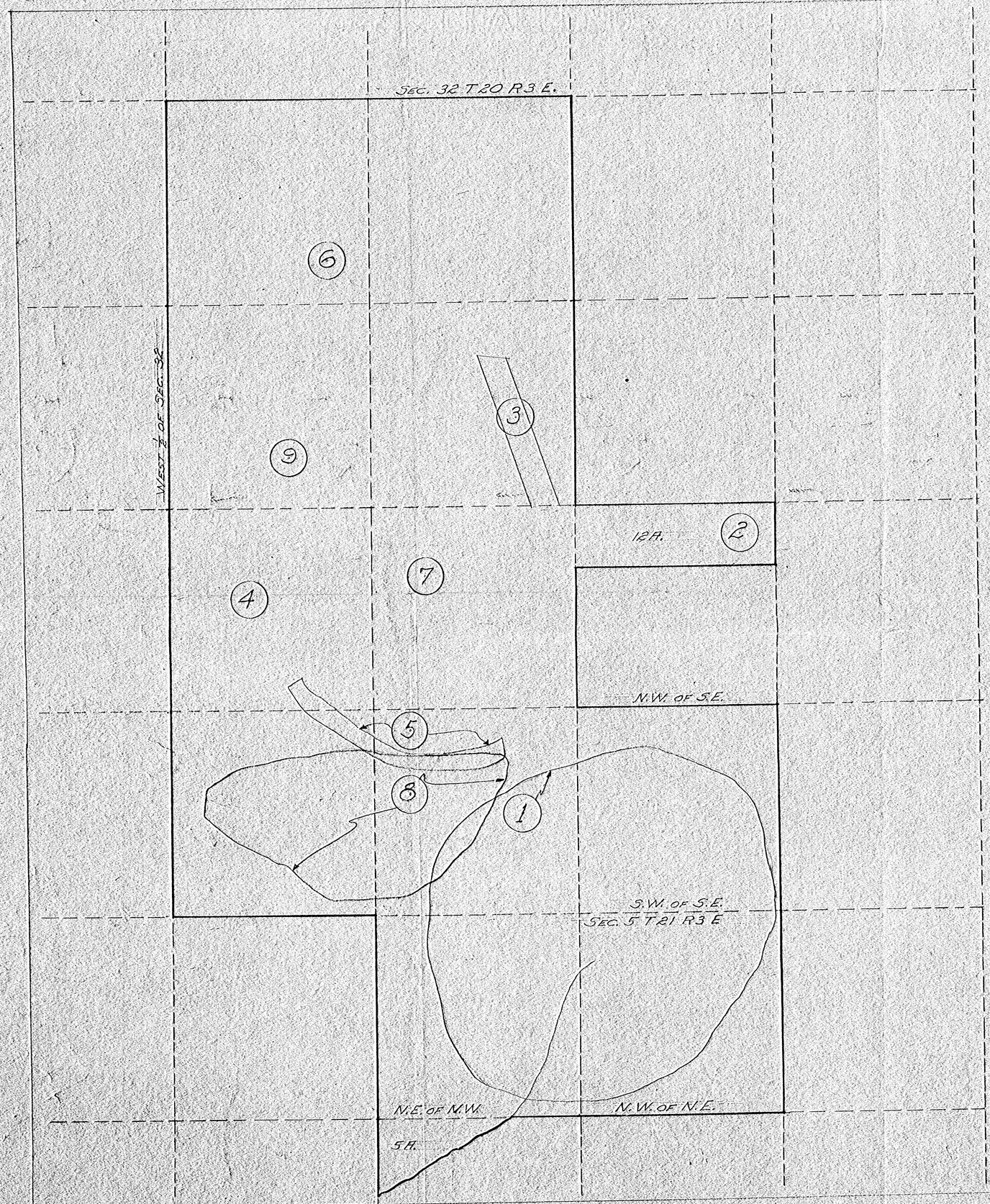
agreement required by Paragraph 2 (a) of said contract this covenant shall thereupon become fully satisfied and of no further force or effect.

Dated this 2nd day of August 1951.

COSA [illegible] COMPANY, INC.

Ben S. Posey, Secy.-Treas.

President Harry [illegible] Wings,



% OF COBALT AS SHOWN BY VARIOUS REPORTS		
TEST REPORT NO.	ITEM NO.	TEST REPORT
98164	1	.297% COBALT
98146	3	.041% COBALT
99620	8	.37% COBALT
98184	1	.080% COBALT
98184	2	.066% COBALT
98164	3	2.355% COBALT
98138	2	1.226% COBALT

(1) MARBLE 95 TO 98% LIME - N. TO S. VEINS

(2) COBALT .085% TO .37%

(3) & (4) 36% MANGANESE, 3% COBALT

(5) 58% BROWN ORE, .2% COBALT

(6) & (7) SANDY ROCK - .3% COBALT

(8) SHALE - REPORT 98184 ITEM 3 - .220% COBALT
REPORT 98146 ITEM 2 - .300% COBALT
REPORT 98164 ITEM 2 - .116% COBALT

(9) QUARTZ REPORT 98146 ITEM 1 - .3% COBALT
REPORT 98138 ITEM A - .102% COBALT
REPORT 98138 ITEM 1 - .169% COBALT

MAP SHOWING LOCATIONS FROM WHICH TEST SAMPLES WERE TAKEN

SCALE: 1" = 400'

1" = 400'