DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

## CONTROLLED DOCUMENT

DMA Docket No. 3034

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**Exploration Assistance**

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**Copies to USBM, USGS and retained in Reg. VII.**

Routing Slip

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| To: | Code 600, Rm. 4637 | Date | 5/13/53 |
| To: | Robertson | Date | 6/5/53 |
| To: | Open Corr | Date | 7-15-53 |
| To: | Code 600 Rm 4637 | Date | 7-16-53 |
| To: | Open Corr | Date | 11-4-53 |
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## DO NOT DETACH

## CONTROLLED DOCUMENT

FILE COPY
SURNAME

Robertson
Houk
Lindell
Hedges
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Stephenson

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

NOV 5 1953

Mr. Alpheus C. Bruton
1029 Piedmont Avenue, N. E.
Atlanta, Georgia

Re: Docket No. DMA-3034 - Beryl
Ralph H. Cook Prospect
Pickens and Cherokee Counties, Georgia

Dear Mr. Bruton:

Your application for aid for an exploration project and other data available to us in Washington concerning your application have been reviewed.

Projects approved by the Defense Minerals Exploration Administration must, in its judgment, show definite promise of yielding materials of acceptable grade in quantities that will significiantly improve the mineral supply position for the National Defense Program.

Careful study of all our information, although noting a small amount of beryl on your lease, indicates to us that the probability of disclosing minable ore reserves by your proposed program is not sufficiently promising to justify Government participation. We regret to advise you, under these circumstances, that your application for exploration assistance is denied.

We wish to thank you for your interest in the Defense Minerals Program and for bringing your lease to our attention.

Sincerely yours,

C. O. Mittendorf (for)

Administrator

JTRobertson:gad 11/3/53
Copy to: Admr. R. File
Docket File
Operating Committee
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R. G. B.
11-5-53

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

November 3, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Docket No. DMEA-3034 - Beryl
Alpheus C. Bruton
Cook Prospect
Pickens and Cherokee Counties, Georgia

Closing Review: A denial (after field examination).
Property: A beryl prospect on the farm of Ralph H. Cook situated about four miles west from Tate, Georgia. Contains about 156 acres in Lots 202, 195 and 196 of District 1509 of Section 2, Pickens and Cherokee Counties, Georgia.
Applicant: Alpheus C. Bruton (a lessee)
1029 Piedmont Avenue, N. E.
Atlanta, Georgia.
Amount Requested: $2,450.00.
Proposed work: Surface stripping and the sinking of 4 or 5 test pits.
Field Report: Examination was made by Kefton H. Teague, Geologist, USGS. Mr. Teague examined the prospect June 5, 1953 and reports that there is no definite beryl zone. "Beryl occurs scattered at random and associated mostly with quartz-mica segregations. Largest observed crystal 4 inches in diameter and 4-6 inches long." Mr. Teague postponed his recommendation to await the results from the work being done on the adjoining Stancil-Jones project under DMEA-2840. October 15, 1953 when Stancil-Jones project was about complete, the Field Team reaffirmed Mr. Teague's first opinion and recommended denial of the Cook Prospect application.
Action taken: Denial of application.

Docket Summary:
5/13/53 Received application, MF-103. Also letter of transmittal, Alpheus C. Bruton to Region VII. Included a geological report on the Cook Prospect by A. S. Furcon, Geologist. Transmittal of application from Region VII to Washington Office.

| | |
|---|---|
| 5/13/53 | Letter to A. C. Bruton acknowledging receipt of application. Assigned Docket No. DMEA-3034. |
| 5/15/53 | Memo - D. M. Larrabee, USGS, suggesting that Kefton H. Teague be sent to examine the prospect. |
| 6/1/53 | Supplementary cost estimates submitted by applicant in response to request by Mr. Laurence. |
| 7/9/53 | Memo R. F. Griffith, USBM, suggesting a field team referral. |
| 7/15/53 | Operating Committee authorizes field team referral. |
| 7/27/53 | Received Field Examination Report on Cook Prospect. Report made by Kefton H. Teague who examined the property on June 5, 1953. Recommendation is deferred for 60 to 90 days awaiting results from the adjoining Stancil-Jones property, Docket No. DMEA-2840. |
| 7/3/53 | Memo from D. M. Larrabee, USGS, concurring with field team report. |
| 8/5/53 | Memo from R. F. Griffith, USBM, concurring with field team report. |
| 8/12/53 | Applicant is advised that processing of application will be deferred 60 to 90 days while awaiting results of project at the adjoining Stancil-Jones Property. |
| 10/15/53 | Field Team, Region VII reports that the Stancil-Jones project is nearly completed with negative results, and they now recommend that pending application on the Cook Property should be denied. This memorandum states: "The beryl-producing pegmatite appears to be limited in extent and the beryl content is not high." "The proper action is to deny." |

Resume:

Quoting from the Field Team's memorandum of October 15, 1953:

"This application has been held in abeyance pending results from the adjoining Stancil-Jones prospect."

"The Stancil-Jones project is now nearing completion. Results in the main are negative. The beryl-producing pegmatite appears to be limited in extent and the beryl content is not high."

"The Field Team believes that the proper action to take on the Cook Prospect is to deny the application for exploration assistance."

The "Report of Examination" by Kefton H. Teague as a result of his on-site examination, June 5, 1953, gives a more detailed description and bears out the view that the beryl-pegmatite at the Cook Property is too limited and low grade to be workable. The pegmatite is from two to four feet thick and composed of pods and small lenses of glassy quartz, green mica, some potash feldspar, beryl and segregations of small red garnet. There is no definite beryl zone. The beryl crystals in most instances are less than one inch in diameter and too small to be hand sorted. Some gem beryl-

golden beryl, honey-yellow types and aquamarine- are occasionally found. The size of the crystals are too small to permit hand-sorting and the deposit too small to consider for a milling operation.

Comment and Recommendation:

The beryl-pegmatite indicated is too low grade and too small to justify Government participation in an exploration project and in further support of this view is the negative results obtained at project DMEA-2840 on the adjoining Stancil-Jones prospect.

The Nonmetallic Minerals Division concurs in the Field Team's evaluation of the Cook Prospect, DMEA-3034, and recommends that the application be denied. Copy of Administrator's letter of denial is attached hereto.

Jasper T. Robertson
Jasper T. Robertson
Nonmetallic Minerals Division

FILE COPY
SURNAME:

Roberson
Hook

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

November 3, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Docket No. DMEA-3034 - Beryl
Alpheus C. Bruton
Cook Prospect
Pickens and Cherokee Counties, Georgia

Closing Review: A denial (after field examination).
Property: A beryl prospect on the farm of Ralph H. Cook situated about four miles west from Tate, Georgia. Contains about 156 acres in Lots 202, 195 and 196 of District 1509 of Section 2, Pickens and Cherokee Counties, Georgia.
Applicant: Alpheus C. Bruton (a lessee)
1029 Piedmont Avenue, N. E.
Atlanta, Georgia.
Amount Requested: $2,450.00.
Proposed work: Surface stripping and the sinking of 4 or 5 test pits.
Field Report: Examination was made by Kefton H. Teague, Geologist, USGS. Mr. Teague examined the prospect June 5, 1953 and reports that there is no definite beryl zone. "Beryl occurs scattered at random and associated mostly with quartz-mica segregations. Largest observed crystal 4 inches in diameter and 4-6 inches long."
Mr. Teague postponed his recommendation to await the results from the work being done on the adjoining Stancil-Jones project under DMEA-2840. October 15, 1953 when Stancil-Jones project was about complete, the Field Team reaffirmed Mr. Teague's first opinion and recommended denial of the Cook Prospect application.
Action taken: Denial of application.

Docket Summary:
5/13/53 Received application, MF-103. Also letter of transmittal, Alpheus C. Bruton to Region VII. Included a geological report on the Cook Prospect by A. S. Furcon, Geologist. Transmittal of application from Region VII to Washington Office.

R. C. S.
11-5-53

| | |
|---|---|
| 5/13/53 | Letter to A. C. Bruton acknowledging receipt of application. Assigned Docket No. DMEA-3094. |
| 5/15/53 | Memo - D. M. Larrabee, USGS, suggesting that Kefton H. Teague be sent to examine the prospect. |
| 6/1/53 | Supplementary cost estimates submitted by applicant in response to request by Mr. Laurence. |
| 7/9/53 | Memo R. F. Griffith, USBM, suggesting a field team referral. |
| 7/15/53 | Operating Committee authorizes field team referral. |
| 7/27/53 | Received Field Examination Report on Cook Prospect. Report made by Kefton H. Teague who examined the property on June 5, 1953. Recommendation is deferred for 60 to 90 days awaiting results from the adjoining Stancil-Jones property, Docket No. DMEA-2840. |
| 7/3/53 | Memo from D. M. Larrabee, USGS, concurring with field team report. |
| 8/6/53 | Memo from R. F. Griffith, USBM, concurring with field team report. |
| 8/12/53 | Applicant is advised that processing of application will be deferred 60 to 90 days while awaiting results of project at the adjoining Stancil-Jones Property. |
| 10/15/53 | Field Team, Region VII reports that the Stancil-Jones project is nearly completed with negative results, and they now recommend that pending application on the Cook Property should be denied. This memorandum states: "The beryl-producing pegmatite appears to be limited in extent and the beryl content is not high." "The proper action is to deny." |

Resume:

Quoting from the Field Team's memorandum of October 15, 1953:

"This application has been held in abeyance pending results from the adjoining Stancil-Jones prospect."

"The Stancil-Jones project is now nearing completion. Results in the main are negative. The beryl-producing pegmatite appears to be limited in extent and the beryl content is not high."

"The Field Team believes that the proper action to take on the Cook Prospect is to deny the application for exploration assistance."

The "Report of Examination" by Kefton H. Teague as a result of his on-site examination, June 5, 1953, gives a more detailed description and bears out the view that the beryl-pegmatite at the Cook Property is too limited and low grade to be workable. The pegmatite is from two to four feet thick and composed of pods and small lenses of glassy quartz, green mica, some potash feldspar, beryl and segregations of small red garnet. There is no definite beryl zone. The beryl crystals in most instances are less than one inch in diameter and too small to be hand sorted. Some gem beryl-

golden beryl, honey-yellow types and aquamarine- are occasionally found. The size of the crystals are too small to permit hand-sorting and the deposit too small to consider for a milling operation.

Comment and Recommendation:

The beryl-pegmatite indicated is too low grade and too small to justify Government participation in an exploration project and in further support of this view is the negative results obtained at project DMEA-2840 on the adjoining Stancil-Jones prospect.

The Nonmetallic Minerals Division concurs in the Field Team's evaluation of the Cook Prospect, DMEA-3034, and recommends that the application be denied. Copy of Administrator's letter of denial is attached hereto.

Jasper T. Robertson
Nonmetallic Minerals Division

JTRobertson:gad 11/3/53

Copy to: Admr. R. File
Docket File
Mr. Houk

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D.C.~~
1201 N. Division Street
Spokane 2, Washington
October 8, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 2 1953

MEMORANDUM

To: DMEA Field Team, Region II

From: W. S. Anderson, Mining Engineer, Bureau of Mines

Subject: Routine inspection Big Q Tungsten Mine, Stevens County, Washington, Contract Idm-E582, Docket No. DMEA 3034 (tungsten)

The Big Q Tungsten Mine was visited September 29, 1953 accompanied by Willard Puffett, U. S. Geological Survey. Mr. Quigley, President, and Mr. Trompus, Foreman, were at the property during the visit.

Work under the exploration project contract has been started and the face of the drift on the No. 1 adit level is at USBM No. 336 + 55 ft. for an advance of 26 feet under the contract. The 26 feet of advance was driven on a bearing of S. 16° E. At USBM No. 336 + 49 ft. a fault area was intersected and spiling will be required to catch up the back. Mr. Quigley wanted to abandon this drift and crosscut to the vein from a point approximately 50 feet S. 7° W. from USBM No. 336.

It was recommended to Mr. Quigley that he catch up the caved portion of the drift by spiling as this would be less expensive than to run a new crosscut to intersect the vein with the possibility of encountering the same type of ground. Mr. Trompus stated that they had hit bad ground in other portions of the mine which had been caught up with spiling and that he could do the same with the cave in the drift.

The Operator is doing some rehabilitation work on the mill to put it in operating condition to handle ore he has opened up on the No. 3 level.

W. S. Anderson
W. S. Anderson

Orig. & 3 cys - Wash.
USGS
DMEA
MD
AD
WSA/mp

IN REPLY REFER TO:
MDs

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

October 29, 1953

Memorandum

REVIEW OF APPLICATION DMEA-3034(beryl)

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

From: D. M. Larrabee, U. S. Geological Survey

Applicant's name and address: Alpheus C. Bruton

Name of property: Ralph H. Cook prospect

Location of property: Pickens Co., Ga.

Date of field team report: July 22, 1953

Authorship of field team report: Gildersleeve and Beck

Field team's recommendation: Hold until DMEA-3034 is completed. Results not satisfactory.

Comments:

1. The Stancil and Jones project (DMEA-3034) provided us with very little beryl and practically no information on occurrence, in spite of our request for same.
2. My memo of July 31 points up situation.
3. F.T. memo Art. 15 recommends denial because small amount of beryl must be milled, and no mill available.

Action suggested: Follow field team's recommendation

Denial.

D. M. Larrabee

D. M. Larrabee

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 26 1953

October 26, 1953

Memorandum

To: L. G. Houk, Chief, Nonmetallics Division, DMEA

From: R. F. Griffith, Commodity-Industry Analyst, Rare and Precious Metals Branch

Subject: Field Team Report, Docket No. DMEA-3034, Ralph H. Cook Prospect (beryl), ~~Japer and~~ Cherokee & Pickens Counties, Georgia. Alpheus C. Bruton, 1029 Piedmont Ave. N.E., Atlanta, Georgia.

In view of the negative results obtained from the exploration of the adjoining Stancil and Jones property, this office concurs with the field team recommendation that the application be denied.

R. F. Griffith

R. F. Griffith

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

1201 N. Division St.
Spokane 2, Washington
October 20, 1953

MEMORANDUM

To: DMEA Field Team, Region II

From: W. S. Anderson, Mining Engineer, Bureau of Mines, and Willard Puffett, Geologist, Geological Survey

Subject: Big Q Tungsten Mine inspection, Stevens County, Washington, Contract No. Idm-E582, Docket No. DMEA 3034 (tungsten)

The Big Q Tungsten mine was visited October 12, 1953. Mr. Quigley, president, and Mr. Trompus, foreman, were at the property during the visit. There are eight men employed at the property with four men in the mine and four at the mill.

The miners have been working 10 days to catch up the caved portion of the drift on the No. 1 adit level and have it caught up in a crude manner. The Operator apparently does not understand the principles of spiling as he tried to remove the muck before he started spiling and as a result removed 65 cars of muck before he placed any timber. It was recommended to Mr. Quigley and Mr. Trompus that the spiling should be driven to catch up the back before removing any muck if they encounter any more bad ground in the drift. Also, it was recommended that they slab off the east wall of the crosscut and replace the timbering through the cave so they will have a workable opening as the present timbered section through the cave is not wide enough to allow passage of the mine car.

The work to date has indicated that the Operator does not have enough knowledge of mining to cope with any unusual situation that may arise such as spiling through the aforementioned cave. Mr. Trompus stated previously that he has had five years experience mining at the property, but it seems evident that, although he may be a miner, he is not too well qualified to supervise an operation in which unusual conditions will be encountered.

W. S. Anderson

Orig. & 3 cys - Wash.
USGS (2)
DMEA
M/D
AD
WSA/he

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
EXECUTIVE OFFICER
DMEA REGION VII
Knoxville, Tenn.

Defense Minerals Administration
REGION 8
OCT 16 1953

October 15, 1953

To: Operating Committee, D M E A - Washington

From: Field Team, Reg. 7

Subject: Docket No. DMEA-3034 (beryl) Ralph H. Cook Prospect Alpheus C. Burton, Applicant
Pickens, County, Georgia

This application has been held in abeyance pending results from the adjoining Stancil-Jones Project.

The Stancil-Jones project is now nearing completion. Results in the main are negative. The beryl-producing pegmatite appears to be of limited extent and the beryl content is not high.

The Field Team believes that the proper action to take on the Cook Prospect is to deny the application for exploration assistance.

W. A. Bush
Acting Executive Officer, DMEA
Region 7

Benjamin Gildersleeve
Benjamin Gildersleeve, Geologist
U. S. Geological Survey

FILE COPY
SURNAME:

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

Robertson
Lawrence C. Houk
Attendory

AUG 12 1953

Mr. Alpheus C. Bruton
1029 Piedmont Avenue, N. E.
Atlanta, Georgia

Re: Docket No. DMRA-3034 - Beryl
Ralph H. Cook Prospect
Pickens County, Georgia

Dear Mr. Bruton:

Reference is made to your application for exploration assistance, DMRA-3034.

We have decided to defer action on the application until the adjoining Jones-Stancil project is completed. The processing of the application will, therefore, be held in abeyance for a period of sixty to ninety days.

Sincerely yours,

SIGNED

Lawrence C. Houk, Chief
Nonmetallic Minerals Division

JTRobertson:gad 8/12/53

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

R.C.H.
8/12/53

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

RECEIVED

August 5, 1953

Memorandum

To: L. G. Houk, Chief, Nonmetalics Division, DMEA

From: R. F. Griffith, Rare and Precious Metals Branch

Subject: Field Team Examination Report, Docket No. DMEA-3034, Ralph H. Cook Prospect (beryl), Japer and Pickens Counties, Georgia. Alpheus C. Bruton, 1029 Piedmont Ave. N. E., Atlanta, Georgia.

The subject report has been reviewed. This office concurs with the field team recommendation in that the application be held pending the completion of the work on the adjoining Jones-Stancil project.

The report has been forwarded to the Chief, Minerals Division, Bureau of Mines, in accord with the routing slip attached thereto.

R. F. Griffith

R. F. Griffith

mDa

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

August 5, 1953

Memorandum

To: L. G. Houk, Chief, Nonmetalics Division, DMEA

From: R. F. Griffith, Rare and Precious Metals Branch

Subject: Field Team Examination Report, Docket No. DMEA-3034, Ralph H. Cook Prospect (beryl), ~~Jasper and~~ Pickens Counties, Georgia. Alpheus C. Bruton, 1029 Piedmont Ave. N. E., Atlanta, Georgia.

Pickens + Cherokee Counties

The subject report has been reviewed. This office concurs with the field team recommendation in that the application be held pending the completion of the work on the adjoining Jones-Stancil project.

The report has been forwarded to the Chief, Minerals Division, Bureau of Mines, in accord with the routing slip attached thereto.

R. F. Griffith

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

August 5, 1953

Memorandum

To: L. G. Houk, Chief, Nonmetalics Division, DMEA

From: R. F. Griffith, Rare and Precious Metals Branch

Subject: Field Team Examination Report, Docket No. DMEA-3034, Ralph N. Cook Prospect (beryl), Jasper and Pickens Counties, Georgia. Alpheus C. Bruton, 1029 Piedmont Ave. N. E., Atlanta, Georgia.

The subject report has been reviewed. This office concurs with the field team recommendation in that the application be held pending the completion of the work on the adjoining Jones-Stancil project.

The report has been forwarded to the Chief, Minerals Division, Bureau of Mines, in accord with the routing slip attached thereto.

R. F. Griffith

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG - 3 1953

IN REPLY REFER TO:
G-MD-CNM

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

July 31, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-3034 (beryl)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant's name and address: A. C. Bruton, 1029 Piedmont Ave., N.E., Atlanta, Georgia.
Name of property: Ralph H. Cook prospect.
Location of property: Adjoins Jones-Stancil prospect, DMEA-2840.
Date of field team report: July 22, 1953.
Authorship of field team report: Kefton H. Teague.
Field team's recommendation: Hold until DMEA-2840 is completed, or deny.
Sources of information on applicant's property: None.
Comments:

1. Beryl, chiefly too small for hand sorting. No custom mill in area, and deposit too small to support one.
2. Serious water problem.
3. No definite beryl zone.
4. Results of DMEA-2840 must be analyzed before going ahead with this one.

ACTION SUGGESTED: Follow Field Team's recommendation.

D. M. Larrabee

D. M. Larrabee

JB

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Room 13, Post Office Building
Knoxville 2, Tennessee

July 23, 1953

Memorandum

To: Chairman, Operating Committee, DMEA, Washington, D. C.

From: Field Team, DMEA, Region VII

Subject: Field Examination Report

Transmitted herewith are four copies of report on Docket No. DMEA-3034, Ralph H. Cook Prospect (beryl), Jasper, Pickens County, Georgia. The Field Team concurs in the recommendation in the report.

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

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

Enclosures

Reviewed by
DMEA OPERATING COMMITTEE
7-31-53
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DOUGLAS M. McKAY, SECRETARY

11/4/53

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

(Beryl)
DMEA-3034, Ralph H. Cook Prospect
Jasper, Pickens County, Georgia

By

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

July 22, 1953

Reviewed by
DMEA OPERATING COMMITTEE
7-31-53
(date)

Field Examination Report
on
DMEA-3034 (beryl) Ralph H. Cook Prospect

Applicant: Alpheus C. Bruton, 1029 Piedmont Ave. N.E. Atlanta, Ga.

This property joins the Jones-Stancil property, DMEA-2840, which is to the west. Its merits appear to be similar to the Jones-Stancil property and actually represents a continuation of the pegmatite which is being explored on that property. The examiner is of the opinion that this application should be held until the work on the Jones-Stancil project is more advanced as results from it should apply to this application.

The property was examined on June 5, 1953. Messrs Alpheus C. Bruton and Ralph H. Cook accompanied the examiner on the inspection which required two hours.

The Cook Beryl prospect is in a bend of Rock Creek at and below creek level, 5-8 airline miles S 9° W. of Jasper, Pickens County, Georgia. A good road extends to within 100 yards of the prospect.

Mr. Bruton, the applicant, has some mining experience; however, his opinion of his mining ability seems to be higher than the facts warrant.

The property is along Rock Creek, the center line of which is the boundary of the lease. Dump space is limited.

Very little work has been conducted at this place and there are no buildings or facilities at the prospect (except water).

A low-dipping pegmatite is exposed along its strike for about 50 feet. It is from two to four feet thick and composed of pods and small lenses of glassy to granular quartz, green mica, some potash feldspar, beryl, and segregation of small red garnets. The pegmatite is enclosed conformably by mica-garnet gneiss, whose foliation trends N. 60° E., dipping 5-20° SE.

These is no definite beryl zone. Beryl occurs scattered at random, associated mostly with quartz-mica segregation. The largest crystals observed are 4 inches in diameter and 4-5 inches in length. The majority of the crystals, however, are less than one inch in diameter. The beryl is pale green to pale yellow in color, some of which is of gem quality.

In order to recover beryl from this deposit, it will be necessary to mill the ore. Also water conditions will constitute a considerable problem. Furthermore, results to date on the adjacent Jones-Stancil property have not

Reviewed by
DMEA OPERATING COMMITTEE

7-31-53
(date)

been too optomistic. Therefore, the examiner suggests that the subject application be held until the Jones-Stancil project is completed. However, if prompt action is necessary, then it should be denied.

July 22, 1953.

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

zm

FILE COPY
SURNAME:

Hardy
Kunkel
Hedges
Gethedge
Johnson

# UNITED STATES
# DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C. 60

JUL 1 5 1953

Mr. Alpheus G. Bruton
[illegible] Mechanic Avenue, N. E.
Atlanta, Georgia

Re: Docket No. [illegible]-3234 - Beryl
Ralph E. Cook Prospect
Dickens County, Georgia

Dear Mr. Bruton:

Your application for assistance in exploring the subject property has been reviewed by the Nonmetallic Minerals Division of the Defense Minerals Exploration Administration and has been referred to the Field Team, Region VII for further consideration and possibly a field examination.

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

Sincerely yours,

C. O. Mittendorf (for)

Administrator

LCHouk:gad 7/9/53
Copy to: Mr. R. File
Docket File
Field Team, Region VII
Mr. Griffith, 3041a
Mr. Larrabee, G-252 GSA Bldg.
Mr. Houk

R.C.B.
7-15-53

FILE COPY
SURNAME:

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C. 6 0

Houk
Selfridge
[illegible]

JUL 1 5 1953

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

Subject: Docket No. [illegible]-3034 - Beryl
Alpheus G. Fouton
Lakin M. Cook Prospect
Dickens County, Georgia

Dear Mr. Laurence:

Reference is made to the subject application and your memorandum of May 28, 1953, indicating that a field examination was contemplated the following week.

Please review the subject application together with the memoranda from the Bureau of Mines and the Geological Survey and submit a field team report with your recommendations.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (JHB)

Approved:

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

A. R. Kinkel, Jr.
Member, Geological Survey (JHB)

Enclosures 4

LGHouk:gad 7/9/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Griffith, 3641A
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C.S.
7-15-53

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

July 9, 1953

Memorandum

To: L. G. Houk, Chief, Nonmetallics Division, DMEA, Rm. 4639

From: R. F. Griffith, Rare and Precious Metals Branch

Subject: DMEA-3034. Alphous C. Bruton, 1029 Piedmont Avenue, N. E., Atlanta, Georgia

Re: Beryl

A mineral examination was made of the Cook property, Pickens County, Georgia, by a Bureau Engineer on December 2, 1952. It is assumed that the subject docket describes the same property. The summary report of the mineral examination stated that the property can be considered a possible source of beryl and scrap mica.

This office recommends that the subject docket be referred to the field team for consideration.

R. F. Griffith

R. F. Griffith

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

May 28, 1953

Memorandum

To: Operating Committee, DMEA, Washington, D. C.

From: Executive Officer, DMEA, Field Team, Revion VII

Subject: DMEA-3034 (mica), Alpheus C. Bruton, applicant

Enclosed herewith are three copies of the supplementary information submitted by the applicant in response to my request.

A field examination of this property (which is adjacent to DMEA-2840) will be made next week.

Robert A. Laurence

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

Enclosures 3

1029 Piedmont Avenue , N.E.
Atlanta, Georgia

May 25, 1953

Mr. Robert A. Laurence
Executive Officer, DMEA
Field Team, Region 7
Room 13, Post Office Bldg.
Knoxville 2, Tennessee

Docket Number DMEA-3034

Dear Sir:

First I would like to express my appreciation for your courtesy and apoligize for waiting until this time to comply with your suggestion of May 11th.

The reason for the delay is the work being done on Mr. Young's place exactly opposite and across rock creek from the subject location.

Had exploration work done by Mr. young indicated that the mineralization or the pegmatite was the same I felt that I would have had wanted to alter my original plan and to some extent revise my opinion. However, Since I cant tie the two together I respectfully request that you continue processing my request for a loan.

This for what it may be worth: I was up there yesterday and managed to expose about twenty more feet of the pegmatite up-creek from the exposure that Dr. Furcron examined and the beryl is continuing .

Very truly yours,
Alpheus C. Bruton

RECEIVED
MAY 28 1953
U. S. Geological Survey
Geologic Division
Knoxville, Tenn.

5 (b) The prospect begins at the waterline of Rock creek . A pegmatite at least 60 feet exposed, lies flat and apparently continues downcreek under an overhanging wall of country rock, and upcreek for possibly 120 feet. One narrow edge of the deposit seems to be exposed and is apparently saturated with beryl throughout. It is my belief that the deposit also extends perpendicular to the creek for ~~a/t/a/t~~ at least 100 feet. See rough map "A".

The working plan for exploration is to start on the pegmatite and rip off such portions as are exposed. This will entail cutting a path down the side of the hill with the bulldozer and pushing the overburden (which lies from one foot to about 4 feet thick if the pegmatite runs as I believe it to run and so speculated above) back out of the way. When this is accomplished three or four holes placed at the apparent edges and a center hole should prove mineralization and the extent of the deposit. If the deposit proves to be a finger and drilling at the surface now exposed proves depth and continuing mineralization then one hole should be drilled about fifty feet downstream through the country rock (this I don't believe will be necessary).

The applicant has a background of oilfield equipment handling as a production supt., roughneck and roustabout and later as an independent dirt contractor. He has been in this location for the past six years, during that time he has been actively engaged in examining mica mines or prospects, iron ore deposits, silica and beryl prospects. This has been in addition to a full time job but by no means play as at least two hours of each day and Saturdays, Sundays ~~and~~ holidays ~~ha~~ and vacations have been so spent. During that time he has opened the"Battle mica mine" at Colluden, Ga., and was proved right in planning and procedure, but he ho longer has an interest in the mine. He also worked at the "Blount" mica mine. Out of 8 shipments of mica that was sent to the Federal Stockpile from 1947 through '50 he was concerned with 3 of them (the 8 shipments I can't verify as it was information that came out unverified at a stockholder's meeting of the Dixie mining Co.) By profession the applicant is a technical writer who wants to change his work to mining full time, and he feels confident that he is capable of handling men and equipment and can find out what he doesn't know - which is plenty.

6. (a) None.

(b)

| | | |
|---|---|---|
| Cat skinner | 1 mo. | $300 |
| Jack Hammer man | 1 mo. | 200 |
| Foreman | 1 mo. | 250 |
| | | $750 |

6. continued

| | | | |
|---|---|---|---|
| (d) | Bulldozer -D-7 | $750 | Mo. 1-mo. |
| | Compressor and hammer | 150 | Mo. 1-mo. |
| (c) | Steel, bits and Misc. | $50 | (Cost not rental) |
| | Fuel | 300 | |
| | Dynamite | 300 | |

a none
b 750.00
c 650.00
d 900.00
e none
f none
g 150
$2,450

(e) NONE

(f) NONE

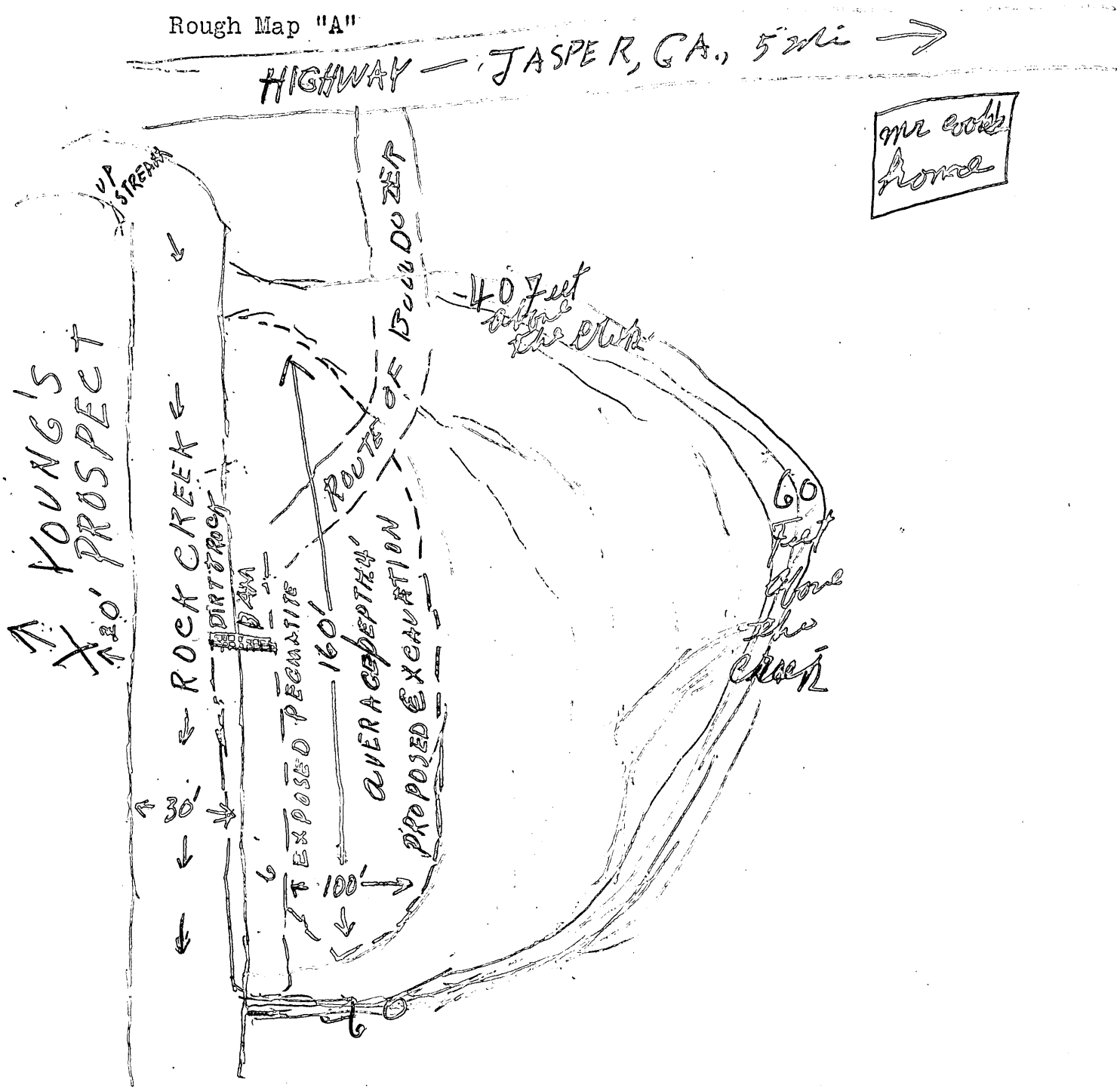
(g) No analytical work, or accounting charge. Insurance and taxes

$150

(h) It is not believed that a monetary allowance of more than 10% should be allowed for contingent expenses as the above plan should prove the deposit and it should not take quite one month.

ALPHEUS C. BRUTON
DEMA-3034

Rough Map "A"



IN REPLY REFER TO:

G-MD-CNM

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

May 14, 1953

MAY 15 1953

Memorandum

REVIEW OF APPLICATION DMEA-3034 (beryl)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant's name and address: Alpheus C. Bruton, 1029 Piedmont Avenue, N. E., Atlanta, Georgia.
Name of property: Ralph H. Cook.
Location of property: 4 miles west of Tate, Pickens County, Georgia.
Summary of applicant's proposal: None.
Sources of information on applicant's property:
Letter from A. S. Furcron, Chief Geologist, Georgia Geological Survey, dated April 13, 1953.
Comments:

1. Pegmatite is noted "at or near water level"; -- how serious could this be in operating? It appears to be of major concern.

2. This sounds much more like a gem beryl occurrence than a commercial beryl deposit.

3. Most beryl crystals are probably too small for hand-sorting.

RECOMMENDATION:

Since Teague is familiar with this immediate area, he may be able to shed light on the deposit without a field examination.

D M Larrabee

D. M. Larrabee

5-13-53

Mr. Alpheus C. Bruton
1029 Piedmont Avenue, N. E.
Atlanta, Georgia

Subject: DMEA-3034
Re: Exploration Assistance

My dear Mr. Bruton:

The receipt of your application dated May 6, 1953 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3034 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-3034 in any future correspondence relating to your application.

Sincerely yours,

ROBERT E. ADAMS

Robert E. Adams
Chief, Operations Control
and Statistics Division

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

May 13, 1953

Memorandum

To: Executive Officer, DMEA Field Team, Region VII

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number

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

DMEA - 3034 - Bruton, Alpheus C.

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

38226

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

May 11, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 13 1953

Memorandum

To: Operating Committee, D M E A - Washington

From: Field Team, Region 7

Subject: Application of Alpheus C. Bruton, Atlanta, Georgia (Beryl)

Transmitted herewith are three copies of the application on the above subject. Also attached is a copy of our letter to Mr. Bruton requesting additional information. He was also written on April 28 requesting additional information, but it seems our requests are of no avail.

Robert A. Laurence

Robert A. Laurence,
Executive Officer, DMEA-Reg. 7

Wm. A. Beck

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

zm

Copy

C O P Y

1029 Piedmont Avenue, N. E.
Atlanta, Georgia

23 April 1953

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

Dear Mr. Laurence:

I respectfully make application for an exploratory loan on the property described by Doctor Furcron in the letter (copy) enclosed and attached.

If the loan is granted I am prepared to put up 10% of the total amount to be used for exploration, and assume full responsibility for carrying out whatever plan of exploration is agreed upon or decided by your office.

I am in complete agreement with Dr. Furcron's plan for exploration and believe that the total amount expended should not exceed $1500-----. Possibly $1000 might be enough.

The only thing that I can add is a very strong personal belief in this property, I don't want anything for supervising, and will do part of the pick and shovel work myself at no charge to the loan as I am most anxious to see this property explored.

Any consideration that you may be able to give this request will be greatly appreciated, I honestly believe that this property may well prove to be a big beryl producer and an important gem producer.

Yours very truly,

s/

Alpheus C. Bruton

P.S. I am no longer in service.

Copies by zm.
cc: Opr. Com.-3
Beck-1

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 13 1953

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

*Not to be filled in by applicant*

Docket No. DMEA-3034
Metal or Mineral
Date Received 5/13/53
Estimated Cost
Participation (Government %)

## INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: Alpheus C. Bruton
1029 Piedmont Avenue, N.E.
Atlanta, Georgia

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

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

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

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

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract All of the property of Ralph H. Cook in Pickens and Cherokee Counties Lots 202--, 195--, and 196 of District 1509 of Section 2 and containing 156 acres more or less

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

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

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

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

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

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

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

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

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

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

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

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

(*c*) The work will start within 15 days and be completed within 3 months from the date of an exploration project contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

☒ Money ☐ Use of equipment owned by you ☐ Other

Explain in detail on acompanying paper.

## CERTIFICATION

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

Dated 6 May, 1953

Alphus C Brunton
(Applicant)

By

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

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

MF-103 Supplement
6 May 1973
Alpheus G. Bruton

4. Please see Dr. Duncan's report.

6. Not applicable

7. I am prepared to furnish my part of the money.

COPY

THE COOK BERYL PEGMATITE
Pickens County, Ga.

On Saturday, April 11, 1953, I visited this property with Sergeant A. C. Bruton, who has it under lease, examined it, and talked with Mr. Cook, who is the owner.

The deposit is on the farm of Ralph Hubert Cook, about four miles west of Tate in Pickens County. The Denson place, site of Denson mica mine, is about a mile from this locality. To visit this propect, turn west off Ga. 5 on Ga. 143 at Tate (Patterson-Fitts dry goods store) and go 1.8 miles to cross-roads near Refuge Church, continue straight through and go about three miles more to Mr. Cook's home. The pegmatite is exposed near water level on the southeast side of a bend in Rock Creek, just below the Cook home where the creek makes a turn south to S. 40° W. It is in Dist. 13, Lot 202 of Pickens, and adjoins the A. L. Jones property, Rock Creek being the line.

Mica was discovered at this place about 32 years ago when J. S. Burleson was working the nearby Cagle Mica Mine. Three of the miners who boarded with Mr. Cook's father made the discovery, and mica is said to have been taken from this pegmatite, but there is no indication of any sheet mica on the property now. In fact, good sheet mica is usually rare or absent in deposits where beryl is abundant.

The country rock is biotite granulite in thick to thin beds, locally schistose. The strike is about N. 40° E., dip southeast 15-45°. The biotite of the enclosing rocks is chloritized near the pegmatite. A pegmatite on the Jones property above the bluff on the opposite side of the creek was prospected for mica rather extensively earlier in the year.

The beryl pegmatite is exposed at the base of the eastern overhanging rock ledge, and crops out for a distance of about 40 feet, just above a bend of the creek. It is nearly flat-lying and could be prospected easily. It is generally parallel to the foliation of the gneiss in quite variable in thickness, but is approximately four feet thick where best seen near the middle of the exposure. Prospecting will be necessary to prove its extent, slope, and general extent. A prominent quartz lens lies between the country rock and the top of the pegmatite in a part of the exposure, and quartz lenses are prominent in the deposit. The pegmatite consists of plagioclase and potash feldspar, quartz, and much small scrap mica; feldspar-garnet masses are locally developed, and small garnets are common.

Beryl in small to medium sized crystals is scattered over the entire outcrop, but localized and more abundant in places. It occurs in the quartz lenses and in the pegmatite proper. The large crystals are usually of the yellow-green variety, but one crystal at least 3" x 6" is in pure blue aquamarine. Most of the gem varieties are yellow, and clear, deep golden beryl occurs, although the clear, honey-yellow type is most abundant. True aquamarine is clear to celestite-blue. No red beryl occurs in the pegmatite proper where it is associated with most of the other minerals. Beryl is closely associated with the potash feldspar, and one yellow-green crystal exhibits rhythmical intergrowths of both minerals.

Although the exposed part of this pegmatite is not very thick, because of the urgent need for beryl, and the considerable concentration of that mineral in the available exposure, the deposit deserves prospecting. Of course, gem lovers, also, would be particularly anxious

to see this done inasmuch as it is a unique golden-beryl and aquamarine locality. The deposit can be prospected at small and reasonable expenses; weather conditions should be observed to safeguard equipment because the pegmatite is at stream level.

The nature of the outcrop calls for no special directive on prospecting procedure. It will be best to begin near the center of the exposure and prospect southeastward. This will take the operation further from Rock Creek but below its level within a short distance. Working north and south will develop possible available face of the exposure. To the southwest, the pegmatite dips under the creek; the north end of the exposure is covered by a shallow mud and talus deposit. To be commercial, the pegmatite should prove to be thick enough and to contain enough beryl to justify a (probably) gently-sloping incline beneath the overhanging cliffs to the southeast.

A. S. Furcon
Chief Geologist

April 13, 1943.

copied by zm.
Opr. Bon. -3

Rock-1

MF-203

# OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of GEORGIA, County of ~~Cherokee~~ Pickens & , described as follows:1/

All of the property of Ralph H. Cook in Pickens and ~~Cherokee Counties Lots 202--, 195--, and 196, of District~~ 1509 of Section 2 and containing 156 acres more or less.

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

2/ Alpheus C. Bruton
1029 Piedmont Avenue, N.E.
Atlanta, Georgia

hereinafter called the "Operator"; and

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

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

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

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

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

Dated this 2nd day of May, 195 3.

_____ [Seal]

_____ [Seal]

Ralph H Cook [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

MF-203

# OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of GEORGIA, County of Pickens ~~Cherokee~~ described as follows:1/

All of the property of Ralph H. Cook in Pickens and Cherokee Counties Lots 202--, 195--, and 196--, of District 1509 of Section 2 and containing 156 acres more or less.

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

2/ Alpheus C. Bruton
1029 Piedmont Avenue, N.E.
Atlanta, Georgia

hereinafter called the "Operator"; and

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

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

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

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

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

Dated this 2nd day of May, 195 3

_____ [Seal]

_____ [Seal]

Ralph H Cook [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

MF-203

# OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of GEORGIA, County of Pickens ~~Cherokee~~, described as follows:1/

All of the property of Ralph H. Cook in Pickens and ~~Cherokee Counties Lots 202--, 195--, and 196, of District~~ 1509 of Section 2 and containing 156 acres more or less.

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

2/ Alpheus C. Bruton
1029 Piedmont Avenue, N.E.
Atlanta, Georgia

hereinafter called the "Operator"; and

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

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

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

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

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

Dated this 2nd day of May, 195 3.

_____ [Seal]

_____ [Seal]

Ralph H Cook [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

MF-203

# OWNER'S CONSENT TO LIEN

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

All of the property of Ralph H. Cook in Sections and Cherokee Counties Lots 202--, 195--, and 196, of District 1500 of Section 2 and containing 180 acres more or less.

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

2/ Alabama C. Drutton
1000 Madison Avenue, S.E.
Atlanta, Georgia

hereinafter called the "Operator"; and

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

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

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

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

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

Dated this 2nd day of Dec, 195 3

_____ [Seal]

_____ [Seal]

Ralph H Cook [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

MF-203

# OWNER'S CONSENT TO LIEN

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

All of the property of Ralph H. Cook in Pickens and Cherokee Counties Lots 202--, 195--, and 196, of District 1509 of Section 2 and containing 156 acres more or less.

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

2/ Alpheus C. Bruton
1029 Piedmont Avenue, N.E.
Atlanta, Georgia

hereinafter called the "Operator"; and

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

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

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

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

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

Dated this 2nd day of May, 195 3.

_____ [Seal]

_____ [Seal]

Ralph H Cook [Seal]

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

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RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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MF-203

# OWNER'S CONSENT TO LIEN

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

All of the property of Ralph H. Cook in Pickens and Cherokee Counties Lots 202--, 195--, and 196--, of District 1509 of Section 2 and containing 156 acres more or less.

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

2/ Alpheus C. Bruton
1029 Piedmont Avenue, N.E.
Atlanta, Georgia

hereinafter called the "Operator"; and

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

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

Dated this 2nd day of May, 195 3

_____ [Seal]

_____ [Seal]

Ralph H Cook [Seal]

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

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

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

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

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

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

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

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RECEIVED
MAY 11 1953
U. S. BUREAU OF MINES
DEF. MIN. ADM.
Knoxville, Tennessee

B&H 2-15-48

# STATE OF GEORGIA

## MINING LEASE

This agreement made the _____ day of _____, 19__, between _____, Party/~~Parties~~ of the First Part, and _____, Party/~~Parties~~ of the Second Part,

WITNESSETH: That the said Party/Parties of the First Part, hereinafter called the LESSOR(S), for and in consideration of _____ Dollars, cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on part of the Party/Parties of the Second Part, hereinafter called the LESSEE(S), to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said lessee, his/her/their heirs, executors, administrators, and assigns, the right of entering in and upon the lands hereinafter described for the purpose of searching for mineral and fossil substance and of conducting mining and quarrying operations, to any extent the LESSEE may deem advisable (but not to hold possession of any part of the said lands for any purpose whatsoever), all that certain tract of land situated in the County of _____, State of _____, described as follows, to-wit: _____

of Land Lot _____ District _____ Section _____, and containing _____ acres, more or less, it being the purpose and intent of the LESSOR herein to lease all lands, however described, owned by the said LESSOR in the section or sections herein specified.

IT IS AGREED: That this lease will remain in force for a term of not less than one (1) or more than ten (10) years from this date as hereinafter provided.

The LESSEE(S) will pay and render unto the said LESSOR(S), his/her/their legal representatives, or assigns, ten per cent (10%) of the gross sales value or receipts on or before the twenty-first day of each month for all minerals or fossil substances mined and sold during the calendar month next previous thereto.

The LESSEE(S) will keep correct accounts and render to the LESSOR(S) _____ statements showing the amount of all ore taken from the premises and sales receipts for same when sold.

The LESSEE(S) will enter upon said property and mine and work the above described lands for a period of not less than ninety (90) days of each fiscal year from this date or vacate, quit and surrender this lease to the lessor(s) or pay to the lessor(s) the sum of _____ Dollars. It is expressly provided that either said work or payment will continue and extend this lease in force from year to year up to and including but not beyond ten years from this date.

LESSEE(S) shall have the right at any time to remove all machinery and fixtures placed on said premises.

LESSEE(S) shall have the right to use such amounts of water which LESSEE(S) may deem necessary for the successful operation of the mine or quarry on the above described land.

This lease may be renewed in its entirety at the option of the Lessee(S), his heirs, executors or assigns, at any time after royalties totaling ten (10) times the minimum yearly royalty payments or more have been paid to the Lessor(S) or his/her/their heirs, executors or assigns.

If the estate of either party hereto is assigned—and the privilege of assigning in whole or part is allowed—the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease, and all royalties accruing thereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage.

LESSOR hereby warrants and agrees to defend the title to the said lands herein described, and agrees that the LESSEE shall have the right at any time to redeem for LESSOR, by payment, any mortgages, taxes, or other liens on the above described lands, in the event of default of payment by LESSOR, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release of right of dower and homestead in the premises herein described, in so far as said right of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF WE SIGN, This the _____ day of _____, 19__.

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

certified to be a true and correct copy
by comparison with the original

Johanna Bruton.
Notary Public, Fulton County, Georgia
My Commission Expires May 2, 1954