DMEA Form 9
Rev. 6/57

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

OFFICIAL DOCKET FILE — Idm-E NO. 601 — DMEA NO. 3050

Application
- [ ] Denied
- [ ] Withdrawn

Contract
- [ ] Terminated - Not Certified
- [x] Terminated - Certified
- [ ] Cancelled
- [ ] Royalty Agreement

The records contained in this file are marked (x) and arranged in this order:

Folder No. 1:

Left Side

- [x] Royalty Audits
- [x] Certification of Discovery] 5-20-54
- [ ] Closing Letter
- [x] Cost Audits
- [x] Termination Notice or Agreement] 2-17-54
- [ ] Recision Notice
- [ ] Assignment of Contract
- [ ] Contract Amendments
- [x] Contract with all exhibits and annexes
- [x] Owner's Consent to Lien and Subordination Agreement
- [x] Application and attachments

Right Side

- [x] Project summary (final)
- [ ] Work Completed analysis (final)

All other material filed in chronological order including the following reports if checked:

- [x] Field Team Semi-Annual Report for Certified Project
- [x] Final Field Team Report (Tab)
- [x] Operator's Final Report (Tab)
- [x] Interim Field Team Reports
- [x] Operator's monthly reports and all attachments
- [x] On-site Exam Report (Tab)
- [x] Settlement Sheets
- [ ] Drill Logs

Additional Folders:

Left Side

Folders No._____: Reports
- [ ] Analysis of Semi-Annual Inspection Reports
- [ ] Project Summary (Interim) by DMEA Engineers

Right Side

- [ ] Field Team Semi-Annual Report for Certified Project
- [ ] Field Team Interim Reports
- [ ] Operator's Monthly Reports with transmittal, narrative and maps.

Folders No._____: Maps (Use pocket folder or envelope)

Folders No._____: Settlement Sheets

Folders No._____: Drill Logs

Folders No._____: Royalty material

(87963)

OFFICE OF MINERALS EXPLORATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF ROYALTY REVIEW

I have reviewed the files of the Washington office pertaining to Contract Idm-E601, Docket DMEA-3050 (mica), dated September 17, 1953, with

M. E. Burleson, Sam Phillips, John Phillips,
and Frank Burleson
Spruce Pine, North Carolina

for the purpose of determining the amount of royalty payable to the U. S. Government on sales of minerals from property referred to as the Jones-Bowman Mine and Rosella Jones Mine located in Pickens County, Georgia, during the period May 8, 1959, through June 22, 1962.

A certification of discovery or development was issued on May 20, 1954, and, in accordance with Article 6 and Annex I of the contract, royalty is payable on all minerals produced from the land described in Article 2 of the contract for a period of 10 years from the date of the contract or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first. A Report of Review dated April 7, 1954, indicated accepted costs under the exploration contract amounting to $1,810.00 with the Government's contribution on a 90 percent basis being $1,629.00.

The status of the project, the scope of review, and the reasons therefor are stated on page 2.

This review established no sales subject to the Government's royalty subsequent to the period covered by a prior Report of Royalty Review which found the sales subject to the Government's royalty through May 7, 1959, to be $635.25. The royalty account as of May 7, 1959, was:

Total Royalty Payable	$31.76
Total Royalty Paid	31.76
Balance of Royalty Due	$ -0-

As of June 22, 1962, the royalty account of this project was found to be:

Total Royalty Payable	$31.76
Total Royalty Paid	31.76
Balance of Royalty Due	$ -0-

E. D. Talbert, OME Auditor

July 23, 1962

STATUS OF PROJECT, SCOPE OF REVIEW
AND REASONS THEREFOR

This contract provides that the Operators or their successor in interest shall pay to the Government a percentage royalty on all minerals produced from the land thereunder. At the time the contract was executed, the Operators were in possession of the property by virtue of an April 11, 1953, lease and a June 29, 1953, amendment thereto from Mrs. Rosella Jones. In consideration of the contract, the landowner on April 29, 1953, executed an Owner's Consent to Lien to secure the payment of the royalty "provided for under the terms of the exploration project contract". The contract contains the so-called "abandonment" provision.

Exploration work under the contract was discontinued at the end of December 1953 and was terminated by agreement dated February 17, 1954. Sometime thereafter the Operators gave up their lease and the property was purchased in 1955 by Clayton Miller, Star Route, Marble Hill, Georgia.

Production during the exploration work resulted in one sale of 67.12 pounds of sheet mica to the G.S.A. Mica Purchase Depot, Spruce Pine, North Carolina, in the name of Sam L. Phillips, and three sales of scrap and punch in the name of P. and B. Mica Co. The total proceeds, amounting to only $635.25, are covered by a prior Report of Royalty Review.

Subsequent inspections of the property and checks of the G.S.A. Mica Purchase Depot records in Spruce Pine, North Carolina, by regional DMEA and OME representatives have disclosed no further production. In an April 10, 1962, reply to a MME Form 63 inquiry the landowner, Clayton Miller, stated that there had been no production since July 1, 1960. An examination during the week ending June 22, 1962, by a Contract Administration and Audit Division representative, of the Mica Purchase Depot's records did not disclose any unreported sales.

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

(1) The files indicate that all production from the property has been reported and proper royalty thereon paid; and
(2) The administrative cost to the Government of an on-site royalty audit at this time would be excessive in relation to the amount of possible additional royalty which might be disclosed.

OFFICE OF MINERALS EXPLORATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF ROYALTY REVIEW

I have reviewed the files of the Division of Nonmetallic Minerals, Office of Minerals Exploration, Washington, D. C., pertaining to Contract No. Idm-E601, Docket No. DMEA-3050 (Mica), dated September 17, 1953, with

M. E. Burleson, Sam Phillips,
John Phillips and Frank Burleson
Spruce Pine, North Carolina

for the purpose of determining the amount of royalty due the U. S. Government on sales of minerals from property referred to as the Jones-Bozeman Mine located in Pickens County, Georgia, during the period March 10, 1955, through May 7, 1959.

A certification of discovery or development was issued on May 20, 1954, and accordingly royalty is payable on all production from the land described in Article 2 of the contract for a maximum period of 10 years from the date of the contract. A Report of Review in lieu of final cost audit dated April 7, 1954, indicated accepted costs under the exploration contract amounting to $1,810.00 with the Government's contribution, on a 90 percent basis, being $1,629.00.

A prior report of royalty review dated March 21, 1955, indicated total sales subject to Government royalty amounting to $635.25 for the period September 17, 1953, through March 9, 1955, and that the royalty paid to the Government was $55.02, or $23.26 in excess of the amount due. This overpayment was refunded to the Operator on August 16, 1956. No royalty has been received by the Government applicable to this project since March 9, 1955.

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

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

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

C. E. Fisher

C. E. Fisher, OME Auditor

May 14, 1959

MME Form 22
April 59

DEPARTMENT OF THE INTERIOR
Office of Minerals Exploration

CHECK SHEET OF EXAMINING ENGINEER

Operator's Name M. E. Burleson

Address Spruce Pine, N.C.

Exploration Contract No. Idm-E601 Docket No. 3050

		Check One Yes	Check One No.
1.	(a) Does the Operator stockpile ore subject to royalty repayment?		✓
	(b) If so, is segregation and identification procedure adequate?		
2.	(a) Does Operator commingle production subject to DMEA or OME royalties with exempt production?		✓
	(b) If so, do you consider the allocation of the commingled production equitable?		
3.	(a) Does the Operator stockpile mine or mill rejects (low grade ore, tailing, middlings, etc.) that may have potential value within the royalty payment period?		✓
	(b) If so, are adequate records maintained on such material to protect the Government's interest?		
4.	Do you consider the assay controls in effect are adequate?	✓	
5.	Do you consider that the manner of disposing of production gives the Government its fair royalty returns?	✓	
6.	Do your periodic examinations of operations indicate the Operator is properly reporting his production of ores subject to DMEA or OME royalties?	✓	
7.	Does the Operator buy from or sell to other Operators?		✓
8.	Comment on any item 2 (b) to 6 if answer is No.		

5/7/59
Date

V. J. Lynch
Mining Engineer

53362

DEFENSE MINERALS EXPLORATION ADMINISTRATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF ROYALTY REVIEW

I have reviewed all copies of settlement sheets on file with the Executive Officer, DMEA Field Team, Region V, applicable to royalties collected on the sales of mica for the period September 17, 1953, to March 9, 1955, by:

M. E. Burleson, Sam Phillips,
John Phillips and Frank Burleson
Spruce Pine, North Carolina

produced from property referred to as the Jones-Bozeman Mine located in Pickens County, Georgia, under Contract Idm-E601, Docket No. DMEA-3050.

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

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

(1) A check of records of General Services Administration Mica Purchase Depot, Spruce Pine, North Carolina, indicated that all sales to that depot of mica produced from this mine have been reported by the Operator and the Government royalties have been paid thereon.

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

The review established the total sales of mica for this period to be $635.25. Royalty due the U. S. Government at the contract rate of 5 percent is $31.76. The Operator paid an amount of $23.26 representing royalty on sales of strategic mica amounting to $465.21 covered by Mica Purchase Depot Lot No. SP-472, January 1, 1954 in February 1954, and duplicated the payment in remittance of $31.76 made in June 1954. The royalty due, paid and amount of overpayment are as follows:

Total Royalties Due	$31.76
Total Royalties Paid	55.02
Amount of overpayment	$23.26

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

March 21, 1955

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
10/23	Murphy	500
10/23	on leave	500
10/23	Talbott	800
	Selfridge	120
10/24	Johnson	110
9	Jones	100
		220

OCT 24 1963

Mr. Clayton Miller
Star Route
Marble Hill, Georgia

Re: DMEA-3050 (Mica)
M. E. Burleson, S. Phillips,
J. Phillips
Jones-Bozeman Mine
Pickens County, Georgia
Contract Idm-E601

Dear Mr. Miller:

Thank you for returning the completed MME Form 63's mailed to you on October 15, 1963.

By the terms of the subject Exploration Project Contract and the certification of discovery or development dated May 20, 1954, all minerals mined or produced from September 17, 1953, to September 17, 1963, were subject to the Government's royalty as set forth in said contract.

As the period during which production was subject to royalty has now expired, the Government according to its present records retains no claim or lien against the property subject to the contract or any future production therefrom. We, therefore, are closing our books and records on this contract.

Sincerely yours,

George Fumich, Jr.

Director

FMMurphy/mm
10/23/63
cc: Director's Reading File
Region IV - R. A. Laurence, w/cy of Form 63 dated 10/15
CA&A Division
Docket
Code 500

43683

DOCKET FILE
URGENT:

Anderson
Houk
Chambers
Tapin
Hollywood
Hedges
Hayes
Selfridge
Johnson

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

CERTIFICATION BY THE UNITED STATES OF AMERICA
OF A DISCOVERY OR DEVELOPMENT UNDER
AN EXPLORATION PROJECT CONTRACT

To: M. E. Burleson, Sam Phillips, John Phillips, Spruce Pine, North Carolina, and Frank Burleson, Plumtree, North Carolina, Partners
C/o Sam Phillips
Spruce Pine, North Carolina

Pursuant to the provisions of Exploration Project Contract No. Idm-1651, dated September 17, 1953 (Docket No. DMEA-3050), hereinafter called the "contract" between you and the United States of America, hereinafter called the "Government"; to establish and fix the Government's percentage royalty on production and its lien thereon and on the land described in the contract, the Government considers and therefore certifies that discovery or development from which production may be made has resulted from the exploration work.

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

> A zoned pegmatite essentially conformable in biotite-garnet gneiss, four to eight feet thick, was explored by an incline and laterals from which inferred reserves of mica may be calculated.

THE UNITED STATES OF AMERICA

By O. M. Mitchendon
Administrator, Defense Minerals
Exploration Administration

Dated: MAY 2 0 1954

WCAnderson:gad 5/14/54

Copy to: Mr. Irving Gumbel, RPS, GSA
Mr. Thayer, 5216 GSA Bldg.
Mr. Hedges, 4604
Admr. R. File
Field Team, Region VII
Docket File
Operating Committee
Mr. Johnson
Mr. Chambers
Mr. Houk
Finance Office
Mrs. Rosella Jones (Signer of Owner's Consent to Lien)
(Attached to Field Team's copy for forwarding.)

DEFENSE MINERALS EXPLORATION ADMINISTRATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF REVIEW

I have reviewed the Monthly Reports of:

M. E. Burleson, Sam Phillips,
John Phillips & Frank Burleson

Spruce Pine, North Carolina

pertaining to Exploration Project Contract No. Idm-E601, Docket No. DMEA-3050, for the months of November, 1953 to December, 1953, inclusive, covering a project for the exploration of mica on property, known as the Jones-Bozeman Mine, located in Pickens County, Georgia.

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

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

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

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

Total cost as billed by Contractor		$2,055.00
Exceptions (schedule attached):		
By DMEA Finance Officer	$ 245.00	
Herewith	-0-	245.00
Total Accepted Cost		$1,810.00

The contract calls for a 90 percent participation of exploration expenses by the United States Government. Therefore, payment to the contractor by the Government in the amount of One thousand six hundred twenty-nine and no/100 Dollars,

$1,629.00

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

E. D. Talbert

E. D. Talbert, Auditor

April 7, 1954

Lbm-E601 M. E. Burleson, Sam Phillips, John Phillips & Frank Burleson DMEA-3050

Schedule of Expenditures

Claimed by Operator —	
33' drifting and crosscutting @ $35/ft.	$1,155.00
Allowed by Certifying Officer —	
26' drifting and crosscutting @ $35/ft.	910.00
Disallowed	$ 245.00

Note:

The Certifying Officer, by voucher No. 198 dated January 26, 1954, allowed the full amount billed by the Operator and certified 90 percent thereof for payment by the Government. However, by letter dated March 2, 1954, addressed to the Operator by the Executive Officer, repayment of $220.50 (90% of $245.00) was requested. A field team interim report dated January 26, 1954, verifies that only 26' of lateral work was performed.

Docket copy

TERMINATION AGREEMENT

It is agreed this 17th day of February, 1954, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and M. E. Burleson, Sam Phillips, John Phillips, and Frank Burleson, Partners, hereinafter called the "Operator," parties to that certain Exploration Project Contract Idm-8601, Docket No. DMEA-3050, dated September 17, 1953, that:

1. All work and operations provided for in said contract shall be terminated as of the date first above written.

2. The Operator shall promptly render to the Government a full and final report and a final accounting of the units of work performed under the contract up to and including the date first above written. Any units of work performed after the date first above written shall be for the sole account of the Operator without contribution by the Government.

3. The Operator hereby releases and agrees to save the Government harmless from all claims or demands under or arising out of said contract, except as herein otherwise provided.

4. All rights of the Government with respect to certification of discovery or development, percentage royalty, and lien for payment, as provided in the contract, are preserved.

IN WITNESS WHEREOF, these parties have executed this Agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

M E Burleson (Partner)

Frank Burleson (Partner)

John Phillips (Partner)

Sam L. Phillips (Partner)

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

Rutger
Hoffman
Hoch
Chamber

MF-200 (A)
(February 1952)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 28 1953

DOCKET NO. DMEA 1050

COMMODITY Mica

Docket Copy

Idm-E601

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

EXPLORATION PROJECT CONTRACT[1]
(Short Form)

IT IS AGREED this 17th day of September, 1953, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] M. E. Burleson, Sam Phillips, John Phillips, Spruce Pine, North Carolina, and Frank Burleson, Plumtree, North Carolina, Partners,

hereinafter called the "Operator," as follows: and as set forth in Annexes I and II attached hereto and made a part hereof.

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

ARTICLE 2. *Operator's property rights.*—With respect to that certain land situated in the State of Georgia, County of Pickens, described as ~~xxxx~~[3] set forth in Annex I,

the Operator represents and undertakes:[4]

(*a*) ~~That the Operator is the owner in possession and entitled to possession and that the property is subject only to the encumbrances and encumbrances or encumbrances subordinate to the rights of the Government.~~

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

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

ARTICLE 3. *Exploration project.*—The Operator, within 60 days from the date of this contract shall commence work on a project of exploration for[5] Mica

in or upon the described land; and shall bring the project to completion within a period of six (6) months from the date of this contract. The work to be performed is more fully described in Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, are made a part of this contract. The Government will contribute to the cost of this work as hereafter provided. The work shall be performed by the Operator or by independent contractor or contractors efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for workmen's compensation and employers' liability insurance, with suitable and adequate equipment, materials, and labor, to bring the project to completion within the time fixed. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

ARTICLE 4. *Costs of the project.*—The agreed, estimated costs of performing the work, expressed in terms of units of work to be performed (per foot of drifting, per foot of drilling, per cubic yard of material to be moved, etc.) are set forth in Exhibit "A," attached hereto. The Government will pay 90 percent of these agreed, estimated costs, as they accrue, for units of work actually performed that conform with the description or specifications for the work set forth in this contract, in an aggregate total amount not in excess of $3,204.00, which is 90 percent of 3,560.00, the agreed, estimated total cost of the project in which the Government will participate: *Provided,* That until the Operator's final report and final accounting have been rendered to the Government and any final check or auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract. The Government may, as it sees fit, make payments direct to the Operator's independent contractors, if any, for the account of the Operator, rather than to the Operator.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9. *Changes and added provisions* _____

Executed in sextuplicate the day and year first above written.

M. E. Burleson (Partner)
(Operator)
~~XXXX~~
Frank Burleson (Partner)
Sam J. Phillips (Partner)
John J. Phillips (Partner)

THE UNITED STATES OF AMERICA

By Frank E. Johnson
ACTING Administrator, Defense Minerals Exploration Administration

Robert Hunt Chandler

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

_____ [CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE 16—66329-1

DEPARTMENT OF THE INTERIOR
Bureau of Mines Washington
RECEIVED
SEP 28 1953

EXPLORATION PROJECT CONTRACT
M. E. BURLESON, SAM PHILLIPS, JOHN PHILLIPS, and
FRANK BURLESON, PARTNERS
DOCKET NO. DMEA-3050

ANNEX I

The property referred to in Article 2 of the contract form, known as the Jones-Bozeman mine, is held by the partnership under the terms of a mining lease dated April 11, 1953, and an amendment to lease dated June 29, 1953, between Mrs. Rosella Jones, Pickens County, Georgia, lessor, and the partnership of M. E. Burleson, Frank Burleson, Sam Phillips, and John Phillips, lessee. It is indicated on the "Sketch of Jones-Bozeman Mine, Pickens Co., Ga." attached hereto, and is more fully described as follows:

Beginning at a point 400 yards due West of the Jones-Bozeman mine located in Pickens County, Georgia; thence 400 yards South; thence 800 yards East; thence 800 yards North; thence 800 yards West; thence 400 yards South to beginning.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 28 1953

EXPLORATION PROJECT CONTRACT
M. E. BURLESON, SAM PHILLIPS, JOHN PHILLIPS, and
FRANK BURLESON, PARTNERS
DOCKET NO. DMEA-3050

ANNEX II

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

If the Government considers that a discovery or development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after a sufficient, complete, final report and final account referred to in the contract has been rendered, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development. The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land described in Article 2, as follows: (1) Regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production (including any bonuses), in whatever form disposed of, including ore, concentrates, or metal, as follows:

RECEIVED

EXPLORATION PROJECT CONTRACT
M. E. BURLESON, SAM PHILLIPS, JOHN PHILLIPS, and
FRANK BURLESON, PARTNERS
DOCKET NO. DMEA-3050

EXHIBIT "A"

Description of the Work

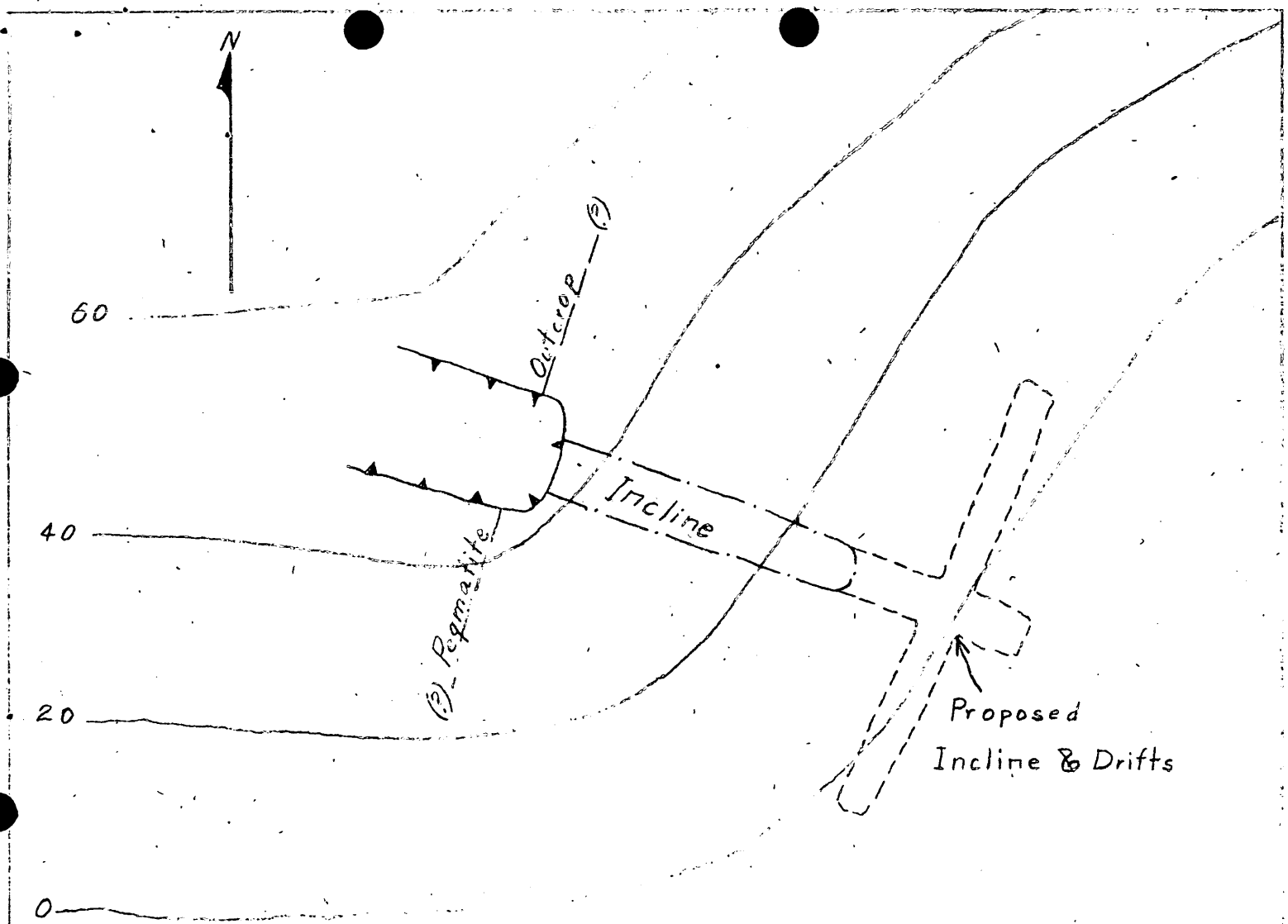
As approximately indicated on the map attached hereto and entitled "Sketch of Jones-Bozeman Mine, Pickens Co., Ga.," the work shall be as follows:

The shaft shown on the map shall be sunk on an incline of approximately 35 degrees for a distance of 20 feet, followed by drifting or crosscutting a distance of 76 feet from or near the bottom of the shaft. Openings of shaft, drift, and/or crosscuts shall be 5 feet by 7 feet.

The location and direction of all work shall be subject to the approval of Government engineers.

Agreed Unit Cost

Shaft sinking, 20 feet @ $45.00/ft.	$900.00	
Drifting and/or crosscutting, 76 feet @ $35.00/ft.	2,660.00	
Total Agreed Unit Cost		$3,560.00
Government Participation at 90%		$3,204.00



Sketch of
Jones - Bozeman Mine
Pickens Co., Ga.

0 20' 40'
Scale

DMEA-3050(mica)

DmEa-3050

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

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

Beginning at a point 400 yards due West of the Jones-Bozeman Mine located in Pickens County, Georgia; thence 400 yards South; thence 800 yards East; thence 800 yards North; thence 800 yards West; thence 400 yards South to the beginning.

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/ M. E. Burleson, Sam Phillips, John Phillips and Frank Burleson doing business as The Jones-Bozeman Mine.

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production (as set forth on the reverse side hereof) and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof, there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom, until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

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

4. Changes and added provisions

Dated this 29th day of April, 1953.

/s/ X Mrs. Rosella Jones [Seal]

Mrs Rosella Jones [Seal]

[Seal]

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

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

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

Repayment by Operator.--a. Certification.--If at any time the Government considers that a discovery or development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the final report and final account, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

b. Percentage royalty.--The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land described in Article 2,--(1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years (or other period fixed by the contract) from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, as follows:

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

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

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

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

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

e. Notice to Purchasers.--The Operator shall notify any purchaser of the production of the Government's royalty interest, and shall authorize and direct the purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets; but failure or refusal by the purchaser to comply shall not relieve the Operator of liability to pay any royalty falling due.

f. No Obligation to Produce.--This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

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

Not to be filled in by applicant

Docket No. DMEA-3050
Metal or Mineral
Date Received 5/29/53
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: M. E. Burleson, Sam Phillips, John Phillips all of Spruce Pine, N. C. and Frank Burleson of Plumtree, N. C.

(*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 This is lease property (lease is attached in 3 (d) below.

(*b*) State any mine name by which the property is known. Jones-Bozeman Mine

(*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 Not owner

(*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 .....

.....

(*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 ..... days and be completed within ..... 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 ....., 195__

.....
(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

1. (a) M. E. Burleson, Sam Phillips, John Phillips, all of Spruce Pine, N. C. and Frank Burleson of Plumtree, N. C.

   (b) Partnership

2. No Answer.

3. (a) This is lease property (Lease is attached in 3 (d) below.)

   (b) Jones-Bozeman Mine.

   (c) Lessee.

   (d) Lease is attached as Exhibit A.

   (e) Not owner.

   (f) Land is held by Landlord. No land patents involved.

4. (a) Physical works set forth on map attached as Exhibit B.

   (b) The best report that seems to be available as to the past history of this mine is found in the Geological Survey Bulletin Number 48, Mica-Bearing Pegmatites of Georgia, page 110.

   (c) The last operatior of operators was Frank Burleson and M. E. Burleson and they ceased operations because they didnot have sufficient capital to place the necessary machinery at the mine for an efficient operation of said mine.

   (d) This mine is located two miles (airline) S. 45' W. of Dug Gap and three miles (airline) S. 60' E. of Tate on the property of Mrs. Rozella Jones. The mine is three quarters of a mile southwest of Federal School, and one mile west of Fourmile Creek. There has been mining at this locality at various times for the past fifty years on Lot 181, District 4, Section 2.

   (e) There is ample experience manpower available. Electricty is within a quarter of a mile. No difficulty is contemplated in obtaining equipment and supplies.

5. (a) It is anticipated that the pegmatite contains additional quantities of ruby mica of stockpile grade.

   (b) It is proposed to sink a 5 x 7 shaft to a depth of 75 feet deep.

   Then it is proposed to drift a total distance of 100 feet in the most promising pegmatite that is discovered by the shaft.

   (c) The work will be started as soon as the contract is approved by the Government and the work should be concluded within 6 months.

   (d) Attached as Exhibit C.

6. Estimate of Costs.

(a) Independent Contracts-None.

(b through h)

(1)	Shafting - 5 x 7 - 75 feet @ $50.00 per ft.	$3750.00
(2)	Drifting - 100 ft. @ $40.00 per ft.	4000.00
	Total	$7750.00

7. (a) Applicant will pay in money 10% required by regulation.

M. E. Burleson

Mr. Burleson was borned July 1, 1904, in Avery County. He completed high school and then graduated from the University of North Carolina with a B. S. Degree in Commerce.

He has been a merchant for 22 years in Spruce Pine, North Carolina, in retail business under the name Burleson Store Co. which was for many years the largest retail store in Mitchell County.

He has been connected in mica business in one form or another most of his life. He was in the jiging business and mining during World War II, and also now during the present Government Program he has been jiging and mining.

The following is a list of some of the mines Mr. Burleson has been connected with, Grindstaff Mine and Mitchell Branch Mine in Yancy County, Letterman Mine in Cleveland County, Rosella Jones Mine in north Georgia, and Adams Mine in central Georgia.

Mr. Burleson's reputation for honesty, trustworthyness and integrity is beyond reproach in this section of North Carolina, where he has lived all his life.

For referenne write:

Rev. T. W. Clapp
Plumtree, N. C.

Dr. C. A. Peterson
Spruce Pine, N. C.

Mr. Tom Keys
Erwin, Tenn.

Frank Burleson

Mr. Burleson was borned May 1, 1888, in Avery County. He completed high school at Lee-McRae. He has been a merchant for 35 years.

He has been connected with mica and feldspar mining all of his life.

Mr. Burleson has a fine reputation in this section of North Carolina, where he has lived all his life.

He has been connected with the following mines:

Old Elk Mine

Old Fox Mine

Penfield Mine

Slippery Elm Mine

and various others.

For reference write:

Mr. Ira Vance
Plumtree, N. C.

Rev. T. W. Clapp
Plumtree, N. C.

Mr. J. F. Jones
Plumtree, N. C.

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, described as follows:1/

in a lease dated April 11th, 1953, recorded in Book DD at page 578-9 official records of said County.

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/ Frank Burleson, M. E. Burleson, Sam Phillips, and John Phillips, trading and doing business as the Jones-Bozeman Mining Company.

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 [redacted] day of [redacted], 195[redacted].

[redacted] [Seal]

_____ [Seal]

_____ [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

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, described as follows:1/

in a lease dated April 11th, 1953, recorded in Book DD at page 578-9 official records of said County.

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/ Frank Burleson, M. E. Burleson, Sam Phillips and John Phillips, trading and doing business as the Jones-Bozeman Mining Company.

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 _____ day of _____, 195 ___.

SS/ Mrs. Rosella Jones [Seal]

_____ [Seal]

_____ [Seal]

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

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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, described as follows:1/

in a lease dated April 11th, 1953, recorded in Book DD at page 578-9 official records of said County.

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/ Frank Burleson, M. E. Burleson, Sam Phillips and John Phillips, trading and doing business as the Jones-Bozeman Mining Company.

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 _____ day of _____, 195 ___.

SS/ Mrs. Rosella Jones [Seal]

_____ [Seal]

_____ [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

MF-203

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

in a lease dated April 11th, 1953, recorded in Book DD at page 578-9 official records of said County.

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/ Frank Burleson, M. E. Burleson, Sam Phillips and John Phillips, trading and doing business as the Jones-Bozeman Mining Company

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 _____ day of _____, 195 ___.

SS/ Mrs. Rosella Jones [Seal]

_____ [Seal]

_____ [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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(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.

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(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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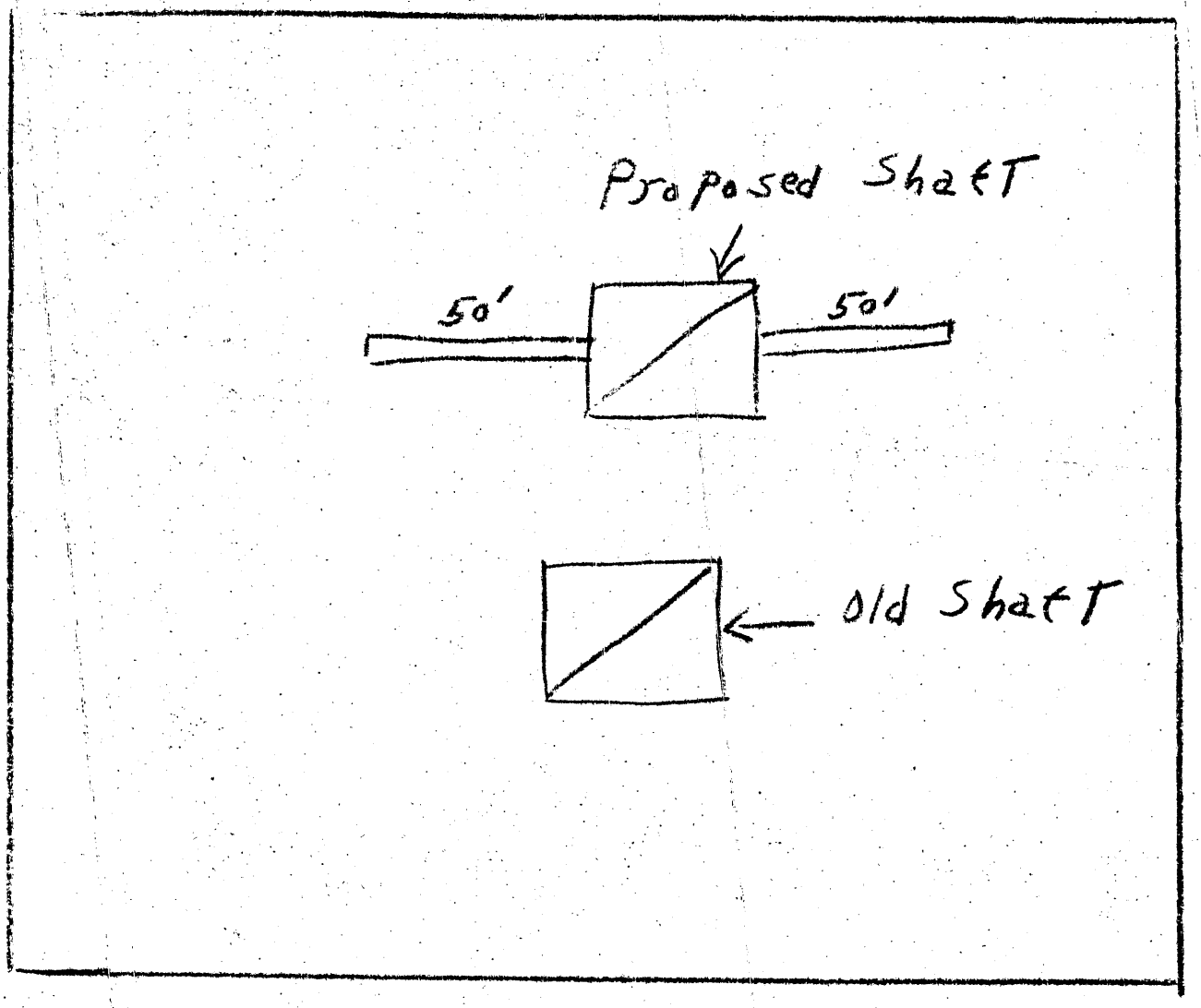
Jones - Bozeman Prospect



DMEA - 3050

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

PROJECT SUMMARY REPORT

By: Walter C. Anderson May 14, 1954

1. DMEA-Docket No. 3050 - Mica
Contract No. Idm-E601
Jones-Bozeman Mine
Pickens County, Georgia

Operators: M. E. Burleson, Sam Phillips, John Phillips, Spruce Pine, North Carolina, and Frank Burleson, Plumtree, North Carolina

Operator's Property Rights:
Five year lease with option to renew for 5 years - dated 4/11/53.
Owner's Consent to Lien dated 4/29/53.

2. Contract - dated September 17, 1953.

Work authorized:

20 feet of shaft at $45.00/ft.	$ 900.00
76 feet of drift and/or crosscut @ $35/ft.	2,660.00
Total agreed cost	$3,560.00
Government participation @ 90%	$3,204.00

Amendments: None

Work completed:

20 feet of shaft @ $45.00/ft.	$ 900.00
26 feet of drift and/or crosscut @ $35/ft.	910.00
Total accepted cost	$1,810.00
Government participation @ 90%	$1,629.00

Work began on November 2, 1953, and was terminated by mutual agreement on February 17, 1954. Government's share of unexpended authorized expenditure amounted to $1,575.00. About 2,000 pounds of "mine-run" mica was recovered during operation, from which a sale of 67.12 pounds for $465.21 was made. Government received royalty payment of $23.26.

Final Field Team Report received 3/12/54.
Final Operator's Report received 4/29/54.

3. Audit Certificate - issued April 7, 1954.

Total cost as billed by Contractor	$ 2,055.00
Exceptions	245.00
Total accepted cost	$ 1,810.00
Government participation @ 90%	$ 1,629.00

4. Certification of Discovery May 20, 1954

Ore reserves requested, but not yet received.

5. Comments:

How conducted - Workmanship and progress was satisfactory throughout the project.

Operation - Good

Engineering - Interim reporting was inadequate. Operator's Final Report is acceptable.

Geological premise - The premise that the pegmatite would continue in depth and laterally proved correct. That the quality of contained mica would continue was incorrect, since certification is being based on minable quantities of non-strategic mica and a small amount of stockpile grade mica.

Geological criteria upon which work is based:

1. Pegmatite 5.5 to 6 feet thick.
2. Hard, clear and ruby colored mica.
3. Recent past production amounts to about $1,000 worth of strategic mica.

Criteria developed during project:

1. Zoned pegmatite 4 to 8 feet thick.
2. Quartz core 2 to 5 feet thick.
3. Non-strategic mica and small amount of strategic mica.

Future possibilities - Sufficient non-strategic mica to warrant an operation. Operation terminated before completion of contract because chances of finding strategic mica in commercial quantities seemed remote.

Recommendations:

Concur with field team that sufficient non-strategic mica was found to justify certification.

The Geological Survey and Bureau of Mines also concur.

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

October 15, 1963

Re: DREA-3050 (Mica)
M.E. Burleson, S. Phillips,
J. Phillips
Jones-Boseman Mine
Pickens County, Georgia
Contract Idm-2601

Mr. Clayton Miller
Star Route
Marble Hill, Georgia

Dear Sir:

After the completion of the approved exploration work under the contract identified above, we asked to be informed about changes in the status of the property and production from it during the period of royalty obligation.

To assist you to furnish this information and to assure the accuracy of our records, please answer the questions on the back of this letter and return two copies to this office with copies of any pertinent documents.

Sincerely yours,

s/F. M. Murphy

F. M. Murphy, Acting Chief
Division of Minerals

Expired 9/17/63

OFFICIAL FILE COPY
O. M. E
RECEIVED OCT 22 1963

DATE	INITIALS	CODE
10/22		800
10/22		100
10/22		110
10/23	Murphy	500

MME Form 63
Revised 3-62

REQUEST FOR INFORMATION ON CERTIFIED PROJECT AND PROJECT UNDER ROYALTY AGREEMENT

From April 10, 1962, to Sept. 17, 1963

1. [redacted], has there been a change in ownership, lease, or sublease? If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before. Yes ☐ No ☑

From April 10, 1962, to Sept. 17, 1963

2. [redacted], has there been any production from the land subject to the contract? Yes ☐ No ☑

A. If so and it was shipped, give quantity, value, and name and address of purchaser.

	Quantity	Value

B. If stockpiled awaiting sale, state quantity, grade, and location.

Type	Quantity		Estimated Grade	Location
Ore	NONE	Tons		
Concentrates		Tons		
Other		Tons		

3. Since , has any production been transported through workings (see of contract)? Yes ☐ No ☑

A. If so, state quantity, value, and disposition of material.

Disposition of Material	Quantity	Value

There has been no mining of any kind done since I reported last.

Submitted by:

Name Clayton Miller Title

Address Star Route Marble Hill, Ga. Date Oct. 21, 1963

4511

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
7/24	GCS	120
		225

JUL 24 1962

Memorandum

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

From: Chief, Division of Field Operations, OME

Subject: DMEA-3050 (Mica)
M. E. Burleson, et al.
Jones-Bozeman Mine
Pickens County, Georgia
Contract Idm-E601

Enclosed for your files is the original of a Report of Royalty Review on the subject contract.

George C. Selfridge

Enclosure
1

GCSelfridge/hb (7/24/62)
cc to: Docket DMEA-3050
Director's Reading File
CA&A Division
G. C. Selfridge
R. A. Laurence, USGS, Reg. IV, w/cy of Report of Royalty Review dtd 7/23/62 & orig. cy of memo dtd 7/20/62 to Chief, Div. of Field Operations from CA&A Division.
Avery Reed, USBM, Reg. IV, w/cy of ea. item sent to Mr. Laurence.

43683

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
		220

JUL 23 1962

Memorandum

To: Chief, Division of Field Operations

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

Subject: DMEA-3050 (Mica)
M. E. Burleson, et al.
Jones-Bozeman Mine
Pickens County, Georgia
Contract Idm-E601

Enclosed are the original and two copies of a Report of Royalty Review covering the subject Region IV contract. If you concur in the facts stated therein, please make the following distribution:

(a) Original to the Fiscal Section, Division of Administrative Services, Office of the Secretary; and

(b) Two copies to Region IV files.

This report is for OME record purposes only; therefore, no copy has been provided for the Operator.

As evidence of your concurrence, a copy of your memorandum transmitting the original of the report to the Department's Fiscal Section should be furnished this Division. If for any reason you do not concur, the original and both copies should be returned to this Division with your comments.

Enclosures

EDTalbert/ama 7-23-62

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

43683

OME Form 7
(10-55)

OFFICIAL FILE COPY

Date	Surname	Code
		500
		120
		110
		100
		220

June 26, 1962

Memorandum

To: The File

From: J. E. Fisher, OME Auditor

Subject: Check of Spruce Pine Mica Purchase Depot Records, June 18 - 22, 1962

During the period of June 18 to 22, 1962, I examined the purchase records of the G.S.A. Mica Purchase Depot at Spruce Pine, North Carolina, for the purpose of ascertaining any unreported production under DMEA exploration project contracts. My examination did not disclose any unreported production subject to royalty under the following contracts:

Contract No.	Depot No.	Operator	Mine Names
S- 87	1140	Pitt Mica Corporation	Mary, Reid, Reid-Mary, Reid Hooker
456	2150	A. W. Reid and W. H. Hooker	Mary, Reid, Reid-Mary, Reid Hooker
393	2293	Dixie Minerals, Inc.	L. H. Stephens (Stevens)
412	2277	Burke John Mica Miners	Burke John, N. L. Barnard
441	2501	Deb Angel	Hasson
472	2597	Bourne Associates	Liberty, Conley, Turley
486	3375	Dixie Mines, Inc.	" " "
476	2127	Andrew W. Reid	May
516	2526	The Toolmica Mining Co.	Eagle Cope
519	2784	H. F. Twiggs & W. F. Clem	Sam Huskins, Little Sam Huskins
547	2896	Duncan Mining Co.	Connally
560	3038	Murphy Mining Co.	Red, Bennett
562	2873	Sapphire Mica Co.	Short-Mitchell
611	3050	C. . Burleson, et al.	Jones-Roseman
615	2875	Latt Young	Cox
626	3133	Adelphic Mica Co.	Sanders (Sanders)
650	3154	Byrd Mica Miners	Byrd
654	3229	Willis & Snyder Mining Co.	[illegible]
662	3251	Non-metallic Minerals	White Pace, Peterson Pratt
674	3287	Mud Cat Mining Company	Mud Cat, Tallent (Talent)
679	3290	C. . Burleson	Posey, Shaft
675	3282	J. . Beam & Howard Boone	Ingram, Clifton

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

J. E. Fisher/amm
6-26-62

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

OFFICIAL FILE COPY
O. M. E.
RECEIVED APR 12 1962 MAR 27 1962

DATE	INITIALS	CODE
4/12	[illegible]	800
4/12	[illegible]	100
4/12	[illegible]	110
4/13	Murphy	500
		220

Re: DMEA-3050 (Mica)
M.E. Burleson, S. Phillips,
J. Phillips
Jones - Bozeman Mine
Pickens County, Georgia
Contract Idm-E601

Mr. Clayton Miller
Route 1
Ball Ground, Georgia

Dear Mr. Miller:

After the completion of the approved exploration work under the contract identified above, we asked to be informed about changes in the status of the property and production from it during the period of royalty obligation.

To assist you to furnish this information and to assure the accuracy of our records, please answer the questions on the back of this letter and return two copies to this office with copies of any pertinent documents.

Sincerely yours,

George C. Selfridge

George C. Selfridge, Chief
Division of Field Operations

MME Form 63
Revised 3-62

REQUEST FOR INFORMATION ON CERTIFIED PROJECT AND PROJECT UNDER ROYALTY AGREEMENT

1. Since July 1, 1960, has there been a change in ownership, lease, or sublease? If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before. Yes ☐ No ☑

2. Since July 1, 1960, has there been any production from the land subject to the contract? Yes ☐ No ☑

   A. If so and it was shipped, give quantity, value, and name and address of purchaser.

	Quantity	Value

   B. If stockpiled awaiting sale, state quantity, grade, and location.

Type	Quantity		Estimated Grade	Location
Ore		Tons		
Concentrates		Tons		
Other		Tons		

3. Since , has any production been transported through workings (see of contract)? Yes ☐ No ☑

   A. If so, state quantity, value, and disposition of material.

Disposition of Material	Quantity	Value

Submitted by:

Name Clayton Milters Title

Address Star Route Marble Hill, Ga. Date April 10, 1962

4511

RECEIVED
DATE
11

[illegible]

[illegible]

ALABAMA [illegible] GEORGIA

Reporting Period: January 1 [illegible] July 1, 1950

IMSA No.	Lot-[illegible]	[illegible]	
3132 (Ala.)	616	[illegible]	Berlin, Ala.
2595 and 3375 (Ala.)	672 [illegible]	[illegible] Bendleman, Assignee [illegible] (Liberty Mine)	
✓ 3650 (Ga.)	[illegible]	[illegible] Phillips, Spruce Pine, N.C. (Lessee)	
3244 (Ga.)	[illegible]	[illegible] Jasper, Ga. [illegible]	
3799 (Ga.)	[illegible]	[illegible] Spruce Pine, N.C. (Lessee)	

REMARKS: These [illegible] were not [illegible], but the sales [illegible] the Spruce Pine Mica Purchasing Depot [illegible] not any sales.

V. [illegible] Lynch.

OFFICIAL FILE COPY
DMEA
RECEIVED JAN 23 1958

DATE	INITIALS	CODE
1/23	C	220
1/23	[illegible]	100
1/27	[illegible]	600

DMEA EXPLORATION PROJECT

SEMI-ANNUAL REPORT OF CERTIFIED PROJECT

DMEA-3050, Idm-E601 (mica) JONES-BOZEMAN MINE
Pickens County, Georgia

Reporting Period: July 1, 1957 to January 1, 1958

Operator: M. E. Burleson, Sam Phillips, John Phillips, of Spruce Pine, N. C., and Frank Burleson of Plumtree, North Carolina, Partners.

This property was visited by the writer January 6, 1958. No work had been done since the last inspection.

Clayton Miller, the present land owner of the property, said the property was not leased to anyone at the present time.

January 15, 1958

Wm. A. Beck, Mining Engineer
Bureau of Mines

z

CENTRAL FILE COPY
DMEA
RECEIVED JUL 8 1957

DATE	INITIALS	CODE
7-8	C	220
9	Clm	100

SEMI-ANNUAL REPORT OF CERTIFIED PROJECT

DMEA-3059, Idm-E601, JONES BOZEMAN MINE
(mica)

Reporting Period: 1-1-57 to 7-1-57

Operators: M. E. Burleson, Sam and John Phillips, Spruce Pine, N. C., and Frank Burleson, Plumtree, N. C. partners.

Location: Three airline miles S 60° E of Tate, Pickens County, Georgia.

This property was visited by the writer June 10, 1957. No work was being done and from all appearances the mine had not been operated since the last visit on February 14, 1957.

Clayton Miller, the present land owner, stated that the property is not leased to anyone at the present time.

Wm. A. Beck, Mining Engineer
Bureau of Mines

June 10, 1957.

z

RECEIVED
FEB 21 1957
D.M.E.A.

DMEA EXPLORATION PROJECT

SEMI-ANNUAL REPORT ON CERTIFIED PROJECT

DMEA-3050, Idm-E601 (mica) JONES-BOZEMAN MINE

Operators: M. E. Burleson, Sam and John Phillips and Frank Burleson, partners, Spruce Pine, North Carolina

Location: Three airline miles S 60°E of Tate, Pickens County, Ga.

This property was visited by the writer and E. L. Boudette, Geologist, USGS, February 14, 1957. No work was being done on the property, and it appeared as though none had been done since the contract was terminated.

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

z

February 14, 1957

Semi-Annual Reports of Certified Projects

Reporting Period 1-1-56 to 7-1-56 Date of Examination 7-27-56

Operator; M.E. Burleson. S.L.Phillips-& John Phillips, Spruce Pine, N.C. and Frank Burleson, Plumtree, N.C.

Mine Name: JONES_BOZEMAN

County and State: Pickens County-Georgia

Docket Number and Commodity --- DMEA- 3050

Contract Number --- Idm-E 601

Date of Contract: September 17, 1953

Date of Certification : May 20, 1954

Expiration Date of Royalty Payments: September 17, 1963

Total Amount of Contract : $3,560.00

Total Expenditures under Contract : $3,560.00

Amount of Government Participation at 90 % $3,204.00

1,629.00 CAAD

RECEIVED
AUG 20 1956

Royalty Payments this Period: None

Previous Royalty Payments : $55.02

Total Royalty Payments to Date : $55.02

Percent Government Participation Repaid: 1.72%

Royalty Due on Production to Date: None

Royalty Remarks: Operator has duplicated royalty payment of $23.26 on a lot of 67.12 pounds of mica sold to the Government January 21, 1954 and for which he received $465.21.

3050

ACTION ON INTER[illegible]
ON FINAL FIELD TEAM [illegible]PORT
Date 8.20

Referred to:

1. ~~Mr. Mitterdorf~~
2. ~~Mr. Johnson~~
3. ~~Mr. Chambers~~
4. ~~Dockets Control Mails and Files~~
5. ~~Mon Production Division~~
6. Docket Control Mails and Files

Note comments in report regarding:

1. Can't understand why,
2. on so many of these, we
3. find such a small % of
4. production compared with the F.T. reserve estimates.

and take appropriate action.

- - - - - - - - - -

Action taken by Division:

Robert E. Adams

Non Strategic

Original Estimate of Reserves (from final Engr.-Geol. Report):

Indicated (above 60' Incline depth:
20,000 lbs. book mica
1,000 lbs (non-strategic sheet

Inferred (60' to 90')
60,000 lbs book mica
3,000 " Sheet mica

Increase (or Decrease) of Reserves by work performed subsequent to original and last Field Team estimates: None

Revised Estimate of Reserves: None

Production this Period (Ore or Concentrates) in suitable detail None

Amount of Previous Production (since date of contract) 71.33 lbs sheet
705 " punch
Total DMEA Production to Date same 2810 " scrap

Percent of Revised Reserves Mined -

Production Remarks: Mine has not been in production since completion of DMEA contract.

Apparently these inferred & indicated reserves meant little!

Other Remarks:

(Investments, description of additional exploration or development work, production facilities, and plant installations, etc. since completion of the exploration project work)

The property was visited July 27, 1956. Clayton Miller the present owner of the property accompanied the writer.

W A Beck

Signed Wm. A. Beck Engineer
Bureau of Mines

z

RECEIVED
JUL 28 1955

REPORT OF INSPECTION OF CERTIFIED PROJECT

DMEA-3050, Idm-E601 (mica) JONES-BOZEMAN MINE

Operators: M. E. Burleson, Sam Phillips, John Phillips and Frank Burleson, Partners, Spruce Pine, N. C.

Location: Three airline miles S. 60° E. of Tate, Pickens County, Ga.

This property was visited July 13, 1955. There was no work being done on the property and indications were such that it appeared no work had been done since the contract was terminated. Upon talking to Clayton Miller, who lives on the property adjacent to the subject mine, it was learned that the Operators have given up their lease and the property is now owned by Miller. He purchased it recently from Mrs. Rosella Jones. Mr. Miller is cognizant of the Government's lien on the property and that it is entitled to a royalty on any production therefrom. His address is Route 1, Ball Ground, Georgia

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

July 13, 1955.

z

June 25, 1954

Memorandum

To: Cora Piper, Chief, Finance Division - Region VII

From: Executive Officer, DMEA - Region 7

Subject: DMEA-3050, Idm-E601 (mica) Burleson & Phillips. Royalty Payment

Transmitted herewith are invoices for the sale of mica from the subject contract, and a check in the amount of $31.76, representing the 5 percent royalty due the Government on the sales.

Robert A. Laurence

ZM.
cc:
Beck
Lynch
O'Neill
Mr. Mittendorf
Files

2 3 2 6
3 1 7 6 d
5 8

C O P Y

Spruce Pine, N. C.
April 12, 1954

Bought from: P. & B. Mica Co.
2810 lbs. @ $25.00 per ton -----$35.12

English Mica Co.

Sold to Carpenter & Phillips Mica Co.
705 lbs. punch @ .15¢ lb. $105.75

Received for mica sold with another lot
belonging to M. E. Burleson 29.17

$170.04

COPied by
zm.
cc:
Beck
Mr. Mittendorf

COPY

GENERAL SERVICES ADMINISTRATION
Mica Purchase Depot - Spruce Pine, N. C.

WARRANTY, ACCEPTANCE AND INVOICE

DATE 1-21-54

ACCEPTANCE NUMBER 4-742

ISSUED UNDER CERTIFICATE OF AUTHORIZATION NUMBER	LOT NUMBER	RECEIPT AND WEIGHT TICKET NUMBER
EPS-4-153A	SP-742	

WARRANTY

The undersigned, a participant in the Mica Program, warrants that the mica included in this lot of mica is of domestic origin, is not material owned previously by the Government, was not purchased from others prior to December 14, 1951, and is owned by the person or firm whose name appears below (herein referred to as "Seller").

NAME AND ADDRESS OF SELLER *(Type or print)*	SELLER OR PERSON AUTHORIZED TO SIGN THIS WARRANTY FOR SELLER
NAME S. L. Phillips	SIGNATURE s/s
STREET ADDRESS	NAME *(Type or print)* S. L. Phillips
CITY, ZONE AND STATE Spruce Pine, N. C.	TITLE *(Type or print)* Owner

EVALUATION AND SETTLEMENT DATA

PROGRAM A - BLOCK OR FILM MICA

QUALITY	HALF TRIM			FULL TRIM		
	POUNDS	PRICE PER LB.	AMOUNT	POUNDS	PRICE PER LB.	AMOUNT
GOOD STAINED AND BETTER						
GRADES NO. 3 AND LARGER					$70.00	
GRADES NO. 4 AND 5				.25	$40.00	10.00
GRADES NO. 5½ AND 6				18.11	$15.00	271.65
STAINED						
GRADES NO. 3 AND LARGER		$12.00			$18.00	
GRADES NO. 4 AND 5		$ 5.00		.50	$ 8.00	4.00
GRADES NO. 5½ AND 6		$ 3.00		17.50	$ 5.00	86.50
HEAVY STAINED						
GRADES NO. 3 AND LARGER		$ 8.00			$13.00	
GRADES NO. 4 AND 5		$ 4.00		.06	$ 6.00	.36
GRADES NO. 5½ AND 6		$ 2.00		30.90	$ 3.00	92.70
TOTALS						
LOT TOTALS				67.12		$465.21 694

PROGRAM B - HAND-COBBED MICA

TOTALS					$ 0.30	

ACCEPTANCE

Subject to the terms and conditions of the Mica Regulation dated March 12, 1952 (17 F.R. 2279), establishing the Government's Purchase Programs for Domestic Mica, the Government accepts the number of pounds of mica (as hereinabove identified), delivered by the Seller to the Government for which payment in the total amount set forth hereinabove will be made by the Government.

GENERAL SERVICES ADMINISTRATION

BY *(Type name)*	SIGNATURE	TITLE
Carl Buchanan	s/	Head Buyer

INVOICE

TO General Services Administration, Region IV

FOR Mica delivered as indicated above $ 465.21

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

SELLER *(Type name)*	DATE
S. L. Phillips, (Dmea-3050, Jones-Bozeman Mine)	1-21-54
BY *(Signature)* s/	NAME AND TITLE *(Type)* S. L. Phillips, Owner

GSA-WASH DC 53-3094

GSA FORM 1013
September 1952

COPY COPY

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

600

MAY 20 1954

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

Re: Docket No. DMEA-3050 - Miss M. E. Burleson, Sam Phillips, John Phillips and Frank Burleson, Partners
Jones-Bozeman Mine
Pickens County, Georgia
Contract No. Idm-1601

Dear Mr. Gumbel:

I am enclosing one copy of a Certification of Discovery or Development relating to the subject contract.

The exploration contract was signed September 17, 1953, with the Government participating to the extent of 90% of $3,560.00 or $3,204.00.

The project work was started on November 16, 1953, and completed February 17, 1954, after the expenditure of $1,810.00 which is the total net accepted cost according to the Audit Review. The Government paid 90% of the total accepted cost or $1,629.00.

The work performed on this project consisted of extending an existing 30° incline 40 feet long an additional 20 feet and drifting for 26 feet all in a pegmatite four to eight feet thick. Minable amounts of non-strategic and small amounts of strategic mica were found.

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

Sincerely yours,

C. O. Mittendorf

Administrator

Enclosure

WCAnderson:gad 5/14/54

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

DOCKET FILE
Initials:
Anderson
Frank
Thom
Hoffland
Hedges
Gelbridge
Blackwell

DOCKET FILE
Surname

Anderson
Hook
Alexander
Johnson
Hollund
Hodges
Bayer
Selledge
Bennett

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

600

MAY 20 1954

Mr. Sam Phillips

Spruce Pine, North Carolina

Re: Docket No. DMEA-305 - Mica
M. E. Burleson, Sam Phillips,
John Phillips, and Frank
Burleson, Partners
Jones-Bozeman Mine
Pickens County, Georgia
Contract No. IDM-1601

Dear Mr. Phillips:

Transmitted herewith is a Certification of Discovery or Development on Contract No. IDM-1601 on the Jones-Bozeman Mine, Pickens County, Georgia.

By the terms of the Exploration Project Contract and of the Certification, all production from the property from the date of the Exploration Project Contract, September 17, 1953, is subject to the Government's percentage royalty as set forth in the contract until the sum of $1,629.00 is paid or until September 17, 1963, whichever occurs first.

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

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

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

Sincerely yours,

C. O. Mittendorf

Administrator

Enclosure

WCAnderson:gad 5/14/54

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

Copy to: Admr. E. File
Mr. Johnson
Mr. Hodges, 4604
Mr. Chambers
Mr. Hook

R.C.G.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 3, INSTITUTE BLDG.
KNOXVILLE 2, TENN.

April 27, 1954

Defense Minerals Administration
RECEIVED
29 1954

Memorandum

To: Operating Committee - D M E A - Washington

From: Field Team, D M E A - Region VII

Subject: Operator's Final Report and Reserve Estimate on:
Jones-Bozeman Mine, DMEA-3050, Idm-E 601, Pickens Co., Ga.

Transmitted herewith are 4 copies of the Operator's Final Report as requested in your letter of April 21, 1954.

The reserves of non-strategic mica are estimated as follows:

	Lbs. Book Mica	Pounds Non-Strategic Sheet Mica
Indicated (above 60' incline depth)	20,000	1,000
Inferred (60'-90' incline depth)	60,000	3,000

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

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

Open Extra Final Report

Spruce Pine, North Carolina
April 23, 1954

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 29 1954

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

Re: DMEA-3050 Idm-E601 (Mica)
Jones-Bozeman Mine, Pickens Co. Ga.
Final Report

Dear Mr. Laurence:

The following will serve as a final report on the above listed mine:

Work began on the Jones-Bozeman Mine on or about October 10, 1953. We drove an incline on about a 30 degree slope in vein material practically all the way to a depth of about 30 feet. Then we drifted South 80 degrees East a distance of 16 feet. Most of this 16 feet was in vein material and approximately 1000 lbs. of mica was produced. The mica was of a very poor quality, because of waviness, black spots and heavy stain. The mica recovered from this 16 feet of drift cost us more to process than we could sell it for.

At the bottom of the 30 foot slope, we drifted North 80 degrees East, a distance of 14 feet. Most of this 14 feet was in vein material which consisted of some block mica, feldspar, quartz, and scrap mica. The mica recovered from this drift was a very poor grade and a very small percentage could be qualified as stock pile mica.

The operators of this mine want to take this opportunity to thank the government engineers for their cooperation on this contract. If there is any other information that you need, please let us know and we will be glad to furnish it for you.

Very truly yours,

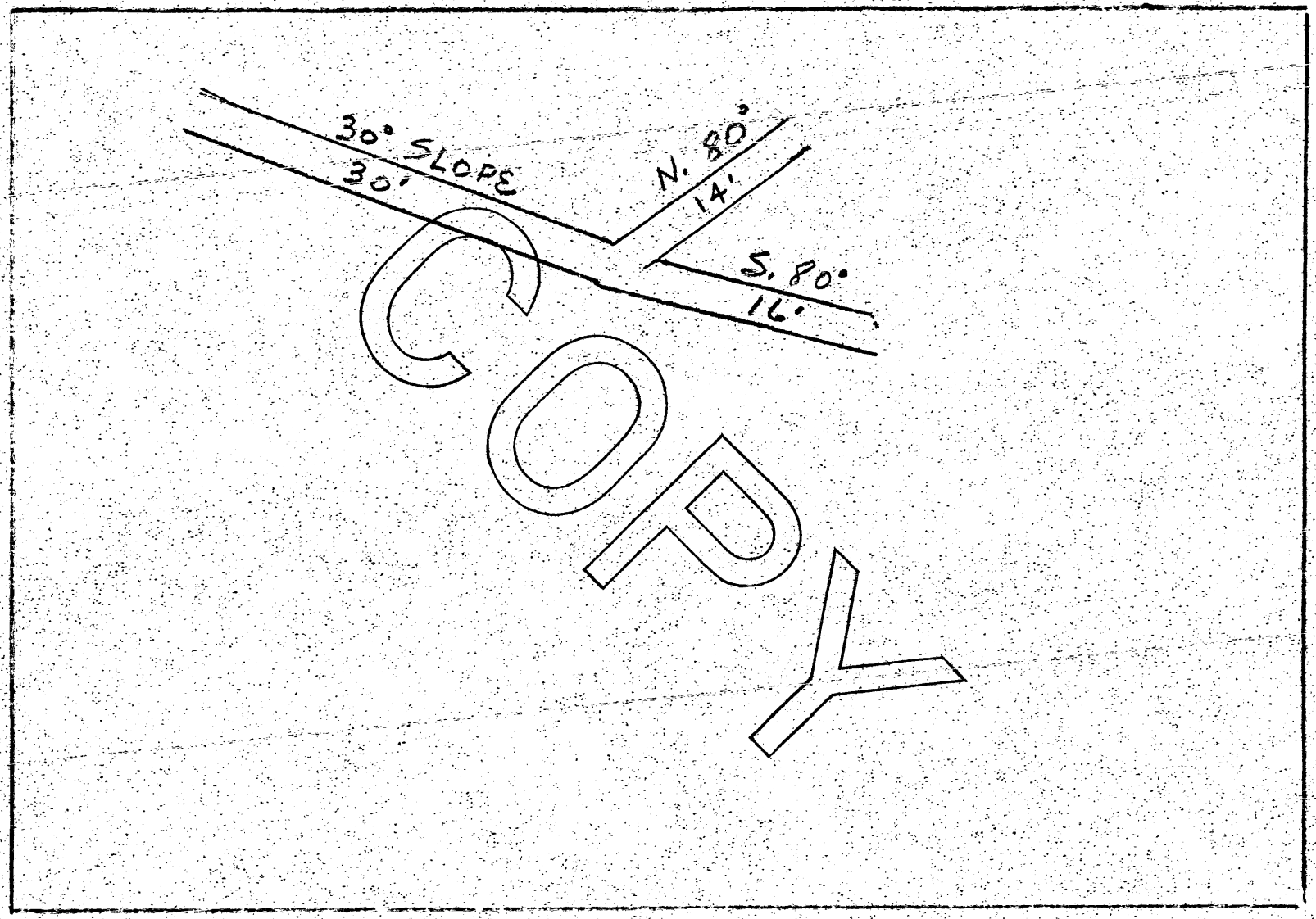
Sam L. Phillips

Sam L. Phillips

SLP/mb
Sketch attached

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

JONES-BOZEMAN
MINE



WORKING SKETCH

File Copy
Surname:

Houk
Selfridge
Hedges
Larrabee

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

APR 21 1954

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

Subject: Docket No. DMEA-3050 - Mica
M. E. Burleson, Sam Phillips,
John Phillips, and Frank
Burleson, Partners
Jones-Bozeman Mine
Pickens County, Georgia
Contract No. Idm-E601

Dear Mr. Laurence:

Reference is made to our letter of March 24, 1954, requesting Operator's Final Report in order that we may complete the certification of discovery on this contract.

The Final Field Team Report, dated March 1, 1954, states "...considerable salable non-strategic mica" should be the basis for the certification of discovery. Kindly supply this office with an estimate of reserves of salable non-strategic mica, together with the Operator's Final Report at your earliest convenience.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (2/3)

Approved:

J. H. Hedges (2/3)
Member, Bureau of Mines

D. M. Larrabee (2/3)
Member, Geological Survey
LGHouk:gad 4/20/54
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3061
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C.S.

File Copy
Surname:
Anderson
Selfridge
Whitaker

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

600

MAR 23 1954

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

Subject: Docket No. DMEA-3050 ~~Mice~~
M. E. Burleson, Sam Phillips,
John Phillips, and Frank
Burleson, Partners
Jones-Bowman Mine
Pickens County, Georgia
Contract No. Idm-3601

Dear Mr. Laurence:

Reference is made to the subject contract which has been terminated and final field team report received.

Certification of this project is in process. We lack the Operator's Final Report which we trust will be forthcoming in the near future.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (2HB)

Approved:

. H. Hedges (2HB)
Member, Bureau of Mines

Philip W. Guild (2HB)
Member, Geological Survey

WCAnderson:gad 3/23/54
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3061
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C.D. 9-27-54

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 23 1954

March 22, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Acting Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3050

Contract Number: Idm-E601

Applicant: M. E. Burleson, Sam Phillips, John Phillips and Frank Burleson

Name and Location of Property: Jones-Bozeman Mine
Pickens County, Georgia

Date of Field Team Final Report: March 10, 1954

Date Rec'd. by Ceramic & Fertilizer Materials Branch: March 17, 1954

Field Team Recommendation:

1. Certification of discovery or development.

Comments:

1. Mica obtained from this mine during the exploration program has been sold, one sale amounting to $465.21.

2. Mica is of non-strategic quality.

3. Expenditures:

Total approved	$3,560
Total cost	1,810
Government share of cost	1,629
Value	Questionable

4. Exploration appears to have been conducted in an efficient manner.

Defense Minerals Administration
RECEIVED
MAR 23 1954

Recommendation:

I concur in the field team's recommendation for certification of discovery or development.

Donald R Irving

Donald R. Irving

IN REPLY REFER TO:
G-MD-CNM

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

Defense Minerals Administration
RECEIVED
MAR 17 1954

March 16, 1954

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-3050 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: M. E. Burleson, Sam Phillips, John Phillips, and Frank Burleson.
Name of property: Jones-Bozeman mine.
Location of property: 3 miles S. 60° E. of Tate, Pickens County, Georgia.
Date of field team report: March 1, 1954.
Authorship of field team report: K. H. Teague, J. F. O'Neill, and D. H. Amos.
Field team's recommendation: Termination by mutual agreement, with a certification of discovery.
Comments: Considerable salable non-strategic mica.
ACTION RECOMMENDED: Follow field team's recommendation.

D. M. Larrabee

D. M. Larrabee

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1025 FEDERAL BLDG.
KNOXVILLE 2, TENN.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 12 1954

March 10, 1954

Memorandum

To: Operating Committee, D M E A - Washington

From: Field Team, D M E A - Region VII

Subject: Final Report. DMEA-3050, Idm-E 601 (mica) Jones-Bozeman Mine, Pickens County, Georgia

Enclosed herewith are 4 copies of the Field Team final report on the subject exploration contract, which was terminated by mutual consent on February 17, 1954. We agree that a certification of discovery should be made on the basis of the non-strategic mica which was discovered.

My letter of March 2 to Sam L. Phillips pointed out that an overpayment had been made. A refund of $220.50, the amount of overpayment, was sent very promptly and this check has been forwarded to the Finance Office. The figures listed under "expenditures" in this report are correct, as the Government's share of cost, after receiving the refund, was $1,629.00.

An apparent discrepancy in the total footage of workings in the first two paragraphs, is explained thus: the total length of the drift and crosscut, as measured from the bottom of the incline, included an overlap of 4 feet, thus the correct total is 26 feet, although the individual footages are given as 16 and 14 feet.

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

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

Reviewed by
DMEA OPERATING COMMITTEE
3-17-54
(date)

Andrews

MF-500

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

REFERENCE SLIP

DATE 3-18

REFERRED TO:
1. Code 600
2.
3.
4.

FOR:

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

REMARKS: Certify - Project summary ? output - Usual operations report

Check (X) before the items needing attention.

ROBERT E. ADAMS

Initials of sender.

GPO 16—63815-1

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 12 1954

Final / FHTM Report

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

FINAL REPORT
On
DMEA-3050, JONES-BOZEMAN MINE (mica)

Pickens County, Georgia

By

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

J. F. O'Neill, Mining Engineer
U. S. Bureau of Mines

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

March 1, 1954

Reviewed by
DMEA OPERATING COMMITTEE
3-17-54
(date)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 12 1954

4/21/54

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT
on
DMEA-3050, Idm-E 601, JONES-BOZEMAN MINE (mica)

Applicants: M. E. Burleson, Sam Phillips, John Phillips, and Frank Burleson, partners, c/o M. E. Burleson, Spruce Pine, N. C.

The Jones-Bozeman mine is located three airline miles S. 60° E. of Tate, Pickens County, Georgia.

Work completed under the contract consisted of 20 feet of inclined shaft and 26 feet of laterals. As most of the mica discovered was not of strategic quality, the contract was terminated by mutual agreement effective February 17, 1954. A certification of discovery should be made because of discovery of considerable salable non-strategic mica.

Work began on November 2, 1953, and was completed on January 20, 1954. An existing -30° incline was extended S. 70° E for 20 feet. A 16-foot crosscut and a 14-foot drift were made from the bottom of the incline. The crosscut trends S 60° E and the drift N 80° E.

A zoned pegmatite 4-8 feet thick with a quartz core 2-5 feet thick was exposed in the incline and laterals. It is essentially conformable to the country rock. The attitute of the pegmatite changes gradually from N. 50° E. 35° SE at the surface to N. 80° E. 15° SE in the laterals. All the commercial mica is above the quartz core in pegmatite and adjacent biotite-garnet gneiss. About 2000 pounds of "mine-run" mica were recovered during the operation. One sale of 67.12 pounds for $465.21 was made. Much of the mica is heavily mineral-stained and the Operators have experienced difficulty in meeting quality specifications for Government stockpiling. It is the opinion of the examiners that the deposit could be worked successfully for non-strategic sheet mica.

Expenditures:

(a) Total approved	$3,560.00
(b) Total cost of project	1,810.00
(c) Government's share of cost	1,629.00
(d) Government's share unexpended	1,575.00
(e) Value of production during operation	?
(f) Government royalty	23.26

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

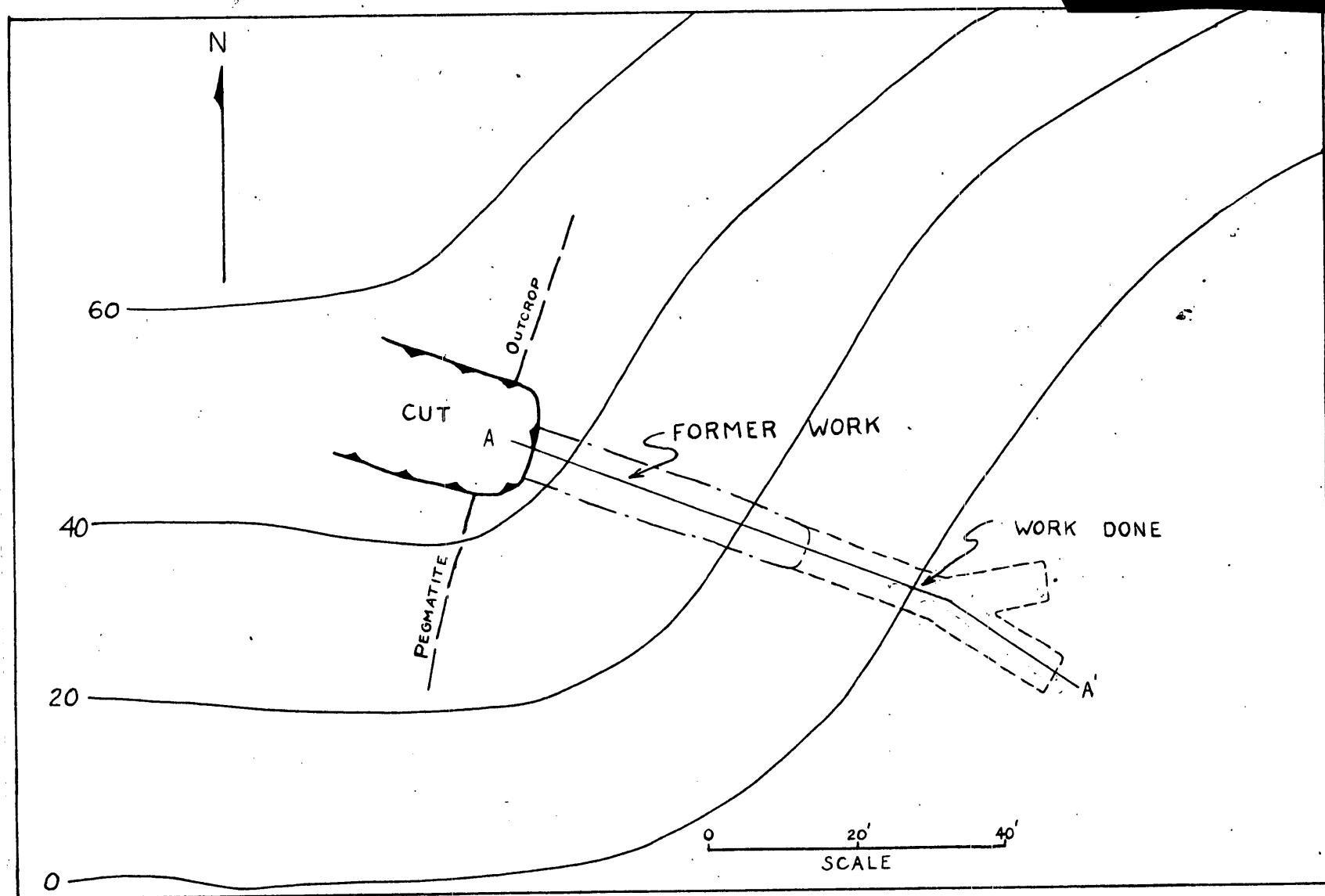
March 1, 1954

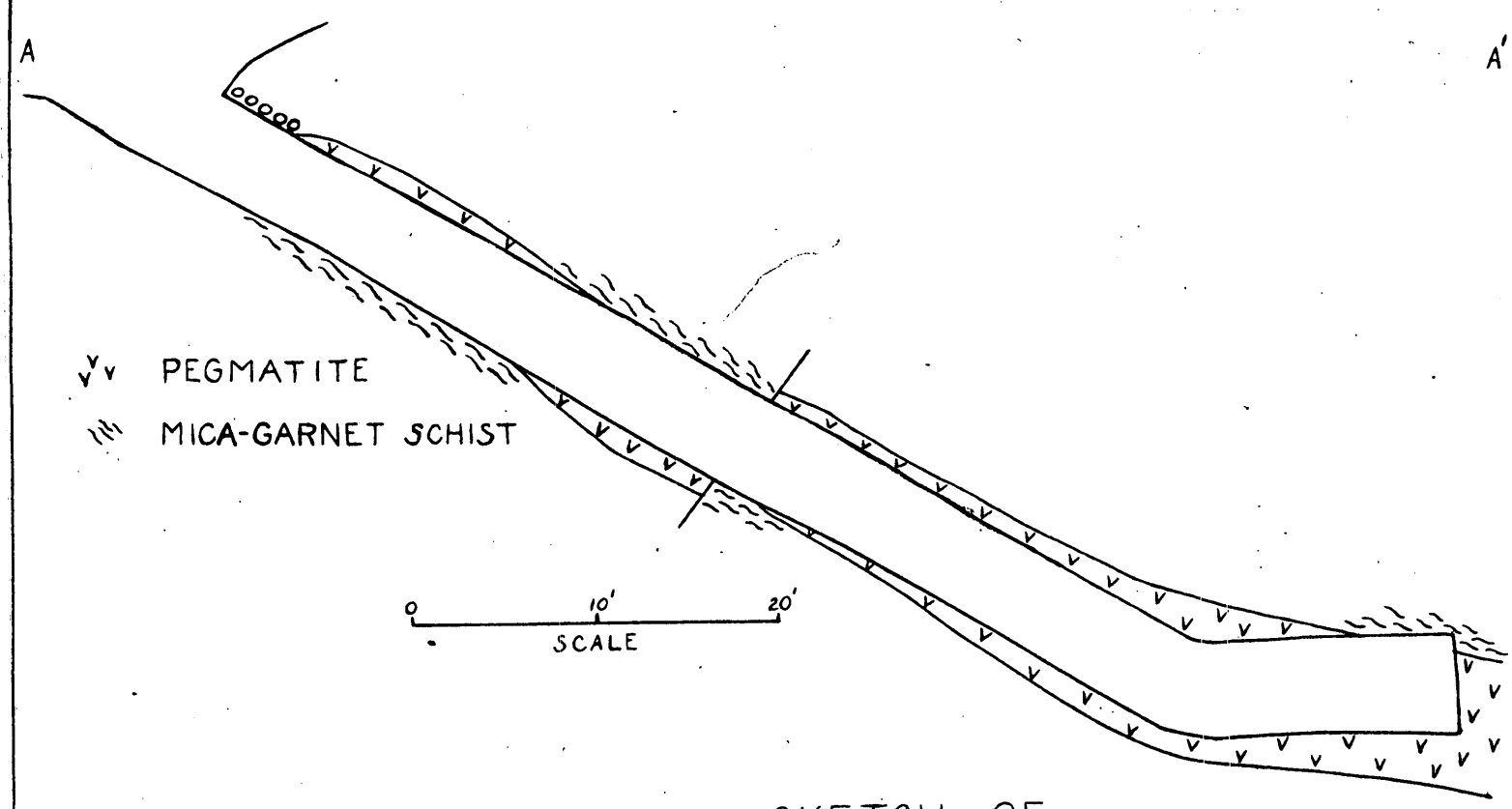
K. H. Teague, Geologist, U. S. G. S.

J. F. O'Neill, Mining Engineer, U.S.B.M.

Dewey H. Amos, Geologist, U. S. G.S.

Z





SKETCH OF
JONES-BOZEMAN MINE
PICKENS CO., GA.

DMEA-3050 (mica)

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 4 - 1954

March 2, 1954

Mr. Sam L. Phillips

Spruce Pine, North Carolina

Re: DMEA-3050, Idm-E 601 (mica)
Jones-Boseman Mine, Rickens County, Ga.

Dear Mr. Phillips:

Your December voucher for the subject exploration contract claimed 33 feet of drifting and cross-cutting. When Mr. O'Neill and Mr. Amos inspected the project in January, the lower workings were flooded and inaccessible, therefore the 33-foot figures was accepted and your voucher was approved.

However, on January 26, Mr. Teague and Mr. Amos measured only 26 feet of drift and crosscut, after work had been completed and at the time termination of the contract was recommended. Therefore, there has been an overpayment of $220.50 (90% of $245.00).

Please send me a check, payable to the Treasurer of the United States for $220.50 in order that this item may be corrected. Also, please send me as soon as possible your final engineering and geologic report, in quintuplicate, as provided in Article 5b of the contract.

Very truly yours,

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

RAL/zm
cc:
Beck
Lynch-O'Neill
Opr. Com.

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 25 1954

February 23, 1954

Memorandum

To: Operating Committee, DMEA- Washington

From: Executive Officer, DMEA - Region VII

Subject: Termination Agreement on - DMEA-3050, Idm-E 601.
Jones-Bozeman Mine- Pickens County, Georgia

Transmitted herewith are three signed copies of the above subject termination agreement. The usual distribution of the other copies has been made.

Robert A. Laurence

Robert A. Laurence

140

FILE COPY
SURNAME:

Houk
Rewritten By Rubin
Hofflund
Chairman
Selfridge
Matthews

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

FEB 15 1954

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

Re: Docket No. DMEA-3050 (Mica)
M. E. Burleson, Sam Phillips,
John Phillips, and Frank
Burleson, Partners
Jones-Bozeman Mine
Pickens County, Georgia
Contract No. Idm-E601

Dear Mr. Laurence:

Reference is made to your memoranda of February 2 and February 3, 1954, requesting authorization to terminate the subject contract.

There is enclosed for your signature and the signature of the Operator a Termination Agreement which specifically reserves the Government's right to certify after the Agreement is executed, if it is determined to do so. However, as the latest royalty annex has been attached to this contract, even in the absence of a certification of discovery or development, the Government would be entitled to receive and retain royalties on all production until the lapse of time within which the Government could certify.

LGHouk/HCRubin/emd 2/10/54
Copy to: Docket
Adm. R. File
Operating Comm.
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
L. G. Houk

Sincerely yours,

Chairman, Operating Committee (JLB)

Enclosures 6

J.L.Hofflund chron.
H.C.Rubin pending

Approved:

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

D. M. Larrabee (JLB)
Member, Geological Survey

R.C.S. 2-15-54

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 5 1954

February 3, 1954

Memorandum

To: Chief, Finance Officer, Region VII

From: Executive Officer, DMEA - Region 7

Subject: Royalty Check on DMEA-3050, Idm-E601. Jones-Bozeman

Attached hereto is a check in the amount of $23.26 representing 5% of the sale of mica under Annex II of the subject contract. Warranty, Acceptance and Invoice is also attached.

Robert A. Laurence

zm
cc:
Beck
O'Neill
Mittendorf
Files

COPY DMEA-3050, Idm-E601 COPY

GENERAL SERVICES ADMINISTRATION
Mica Purchase Depot - ~~Spruce Pine, N. C.~~

WARRANTY, ACCEPTANCE AND INVOICE

DATE: 1-21-54
ACCEPTANCE NUMBER: 4-742

ISSUED UNDER CERTIFICATE OF AUTHORIZATION NUMBER: EPS-4-153A
LOT NUMBER: SP-742
RECEIPT AND WEIGHT TICKET NUMBER:

WARRANTY

The undersigned, a participant in the Mica Program, warrants that the mica included in this lot of mica is of domestic origin, is not material owned previously by the Government, was not purchased from others prior to December 14, 1951, and is owned by the person or firm whose name appears below (herein referred to as "Seller").

NAME AND ADDRESS OF SELLER *(Type or print)*	SELLER OR PERSON AUTHORIZED TO SIGN THIS WARRANTY FOR SELLER
NAME: S. L. Phillips	SIGNATURE: S. L. Phillips
STREET ADDRESS:	NAME *(Type or print)*:
CITY, ZONE AND STATE: Spruce Pine, N. C.	TITLE *(Type or print)*: Owner

EVALUATION AND SETTLEMENT DATA

PROGRAM A - BLOCK OR FILM MICA

QUALITY	HALF TRIM			FULL TRIM		
	POUNDS	PRICE PER LB.	AMOUNT	POUNDS	PRICE PER LB.	AMOUNT
GOOD STAINED AND BETTER						
GRADES NO. 3 AND LARGER					$70.00	
GRADES NO. 4 AND 5				.25	$40.00	10.00
GRADES NO. 5½ AND 6				18.11	$15.00	271.65
STAINED						
GRADES NO. 3 AND LARGER		$12.00			$18.00	
GRADES NO. 4 AND 5		$ 5.00		.50	$ 8.00	4.00
GRADES NO. 5½ AND 6		$ 3.00		17.30	$ 5.00	86.50
HEAVY STAINED						
GRADES NO. 3 AND LARGER		$ 8.00			$13.00	
GRADES NO. 4 AND 5		$ 4.00		.06	$ 6.00	.36
GRADES NO. 5½ AND 6		$ 2.00		30.90	$ 3.00	92.70
TOTALS						
LOT TOTALS				67.12		465.21

PROGRAM B - HAND-COBBED MICA

TOTALS					$ 0.30	

ACCEPTANCE

Subject to the terms and conditions of the Mica Regulation dated March 12, 1952 (17 F.R. 2279), establishing the Government's Purchase Programs for Domestic Mica, the Government accepts the number of pounds of mica (as hereinabove identified), delivered by the Seller to the Government for which payment in the total amount set forth hereinabove will be made by the Government.

GENERAL SERVICES ADMINISTRATION

BY *(Type name)*	SIGNATURE	TITLE
Carl Buchanan	s/	Head Buyer

INVOICE

TO: General Services Administration, Region IV

FOR: Mica delivered as indicated above — $ 465.21

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

SELLER *(Type name)*	DATE
S. L. Phillips (Jones-Boseman Mine)	1-21-54
BY *(Signature)*	NAME AND TITLE *(Type)*: Owner

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 5 1954

February 3, 1954

Memorandum

To: Operating Committee, D M E A - Washington

From: Field Team, Region VII

Subject: DMEA-3050, Idm-E 601 (mica) Jones-Bozeman Mine. Georgia

Please refer to our memo of February 2, 1954.

This morning we received royalty payment of $23.26, representing sale of mica to the Spruce Pine Depot of $465.21. Copy of the settlement sheet was mailed to Mr. Mittendorf. This evidently represents the previously rejected shipment after re-grading. This sale averaged only $6.93 per pound. It does not change our previous recommendation for termination of this contract, because of lack of probability of a significant deposit of strategic mica.

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

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

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 4 1954

February 2, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region VII

Subject: DMEA-3050, Idm-E 601 (mica) Jones-Bozeman Mine, Pickens County, Ga., M. E. Burleson, Sam Phillips, John Phillips and Frank Burleson. Request to terminate.

Enclosed are 4 copies of the latest interim report on the subject exploration contract.

The Field Team is in agreement with the examiners' recommendation for termination, because of the non-strategic quality of the mica. Permission is requested to terminate, by mutual agreement with the Operator.

Because salable non-strategic mica has been discovered, we expect to recommend certification of discovery when the final report is submitted.

Robert A. Laurence

Robert A. Laurence, Executive Officer
DMEA Field Team, Region 7

Wm. A. Beck

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

Action

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB - 4 1954

DEFENSE MINERALS EXPLORATION ADMINISTRATION

INTERIM REPORT
DMEA-3050, Idn-E 601 (mica) Jones-Bozeman Mine

Operator: M. E. Burleson, Sam Phillips, John Phillips, and Frank Burleson, Partners.
c/o M. E. Burleson, Spruce Pine, North Carolina

Location: Three airline miles S 60° E. of Tate, Pickens County, Georgia.

Work completed to date under contract consists of 20 feet of -30° incline and a total of 26 linear feet of lateral work. The lateral work consists of a 16-foot crosscut which trends S 60° E. and a 14-foot drift which trends N. 80° E; both being measured from the bottom of the incline.

A zoned pegmatite 4-8 feet thick with a quartz core 2-5 feet thick is present in the incline and laterals. The attitude of the pegmatite changes gradually from N. 50° E. 35° SE. at the surface to N. 80° E. 15° SE. in the laterals. All of the commercial mica occurs above the quartz core in pegmatite and adjacent biotite-garnet gneiss. About 2000 pounds of "run-of-mine" mica have been recovered but most is cracked and warped and all is heavily mineral stained. The best mica both as to quality and quantity was obtained along the hanging wall of the pegmatite 10-15 feet above the bottom of the incline.

A shipment of prepared sheet mica was rejected by the Spruce Pine Depot as unsuitable for government stockpiling because of heavy-mineral stain.

As the mica is not acceptable under the present government purchasing program, it is recommended that the contract be terminated by mutual agreement; however, pattern mica of non-strategic quality can be obtained. Therefore, in the final report a recommendation that a certification of discovery be issued may be made.

January 26, 1954. How much?

K. H. Teague
K. H. Teague, Geologist, U. S.G.S.

D. H. Amos
D. H. Amos, Geologist, U. S. G.S.

z

☑ Audited P.N. 4-7-54 WORK ANALYSIS SHEET - DMEA PROJECTS ☐ Actual Cost

☑ Certified 5-20-54 Analysis as of 12-3-54 ☑ Agreed Unit Costs

Incl. Voucher for Dec. 1953

Name M.E. Burleson, Sam + John Phillips and Frank Burleson

Docket No. 3050

State Ga. Commodity Mica Idm-E No. 601

OPERATION	AUTHORIZED Units	AUTHORIZED Cost	COMPLETED Units	COMPLETED Cost	NET COST
Drifting & Crosscutting	76'	$2,660.00	26 ~~33~~	$910.00 ~~455~~	$910
Raising					
Shafts	20'	900.00	20	900	$900
Winzes					
Drilling (Specify)					
Surface Excavation					
Underground Excavation					
Roads and Trails					
Operating Equipment Purchased					
Surface Rehabilitation & Repairs					
Underground Rehabilitation					
New Building, Improvements, etc.					
Other (Specify)					
Totals		$3,560.00		$1,810.00	$1,810.00

Prepared by L. G. H.

7' drifting disallowed.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

OFFICE OF
REGIONAL DIRECTOR

SOUTHEASTERN REGION
REGION VII
HAMILTON BANK BUILDING

POST OFFICE BOX 1909
KNOXVILLE, TENNESSEE

D. M. E. A.
DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 28 1954

January 26, 1954

Memorandum

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

From: Administrative Officer, Region VII, Knoxville, Tennessee

Subject: Monthly reports and vouchers

We are enclosing two copies each of the following monthly reports and vouchers:

Idm-E-523	Foote Mineral Company DMEA Docket No. 2841 6th payment - month of December Amount $2187.76
Idm-E-565	Hardy Calvin Cable DMEA Docket No. 3030 5th payment - month of December Amount $450.00
Idm-E-601	M. E. Burleson, Sam Phillips, John Phillips and Frank Burleson DMEA Docket No. 3050 2nd payment - month of December Amount $1363.50

Helen R. Miller

Helen R. Miller

Attachments 6

hbm
Copies to W. A. Beck
R. A. Laurence
Region Files
Day Files

BUREAU OF MINES
WASHINGTON, D. C.

JAN 28 9 44 AM '54

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of December, 1953 Docket No. DMEA 3050 Contract No. Idm- E 601
Operator's Name M. E. Burleson, Sam Phillips, John Phillips & Frank Burleson Minerals Mica
Address Spruce Pine, N. C.
Contract Amount, $ 3,560.00 Government Participation: 90% Amount, $ 3,204.00

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting						
Drifting & Crosscutting	1155.00	None	1155.00			
Shafting	360.00	~~None~~	~~360.00~~			
(2) Labor and Supervision:		540.00	900.00			
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	$1515.00	$540.00	~~$2505.00~~ 2055.00	1,515.00	540.00	2,055.00

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

Date 1-11-54 *Payee M. E. Burleson, Sam Phillips, John Phillips & Frank Burleson

Per M E Burleson Title Partner

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

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

(Instructions on reverse)

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

$ 1,363.50

Signature Cora A. Pierce
(Authorized Certifying Officer)

Date JAN 26 1954 Vou. No. 198
(See other side)

2

151.50

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. 601 in accordance with the terms of the contract.

Signature J. F. Neill Title Engineer Date 1-20-54

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature ..... Title EXECUTIVE OFFICER DMEA REGION VII Date JAN 25 1954

MONTHLY REPORT OF OPERATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GPO 83-38476

Form MF-104A
(April 1952)

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

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of Dec. 195 3 Docket No. DMEA 3050 Contract No. Idm- E 601
Operator's Name M. E. Burleson, Sam Phillips, John Phillips Minerals Mica
Address Spruce Pine, N. C. Frank Burleson

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Drifting & Crosscutting	Ft.	1155.00	33	1155.00	33	35.00	76	35.00
Crosscutting								
Raising								
Shafts	Ft.	360.00	8	~~360.00~~ 900.00	~~8~~ 20	45.00	20	45.00
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
TOTAL DISTRIBUTED COSTS		1515.00		~~1515.00~~ 2055.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		$1515.00		~~$1515.00~~ 2055.00				

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

Date 1-11-54 Operator M. E. Burleson, Sam Phillips, John Phillips & Frank Burleson

Per M E Burleson Title Partner

REMARKS:

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

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

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

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

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

GPO 83-38475

REGISTRATION

OPERATORS
MONTHLY PROGRESS REPORT
for the
Month of December, 1953

DMEA No. 3050

Idm- E 601

Work Accomplished

We have advanced 8 feet of shafting and 33 feet of drifting and crosscutting. We have taken out about 1200 lbs. of mica but the quality is no good.

Daily Notes

December	1 - 3	Mucked and drilled.
December	4 - 8	Contacted mica.
December	9 - 11	Did some shooting and mucking.
December	14 - 16	Pumped out water, mucked and drilled.
December	17 - 18	Mucked anddrilled.
December	21 - 23	Drilled and did some shooting.
December	28 - 29	Pumped out water and mucked.
December	30 - 31	Drilled and mucked, but seemed to have run out of mica.

U. S. Bureau of Mines
RECEIVED
JAN 14 1954
Southern Experiment Station
Box L, University, Ala.

Form MF-10 (Rev.)
(April 1952)

Mr. Robertson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

163

PAID ON VOUCHER & SCHEDULE OF PAYMENTS K- 35

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of November, 1953 Docket No. DMEA 3050 Contract No. Idm-E 601

Operator's Name M. E. Burleson, Sam Phillips, John Phillips, & Frank Burleson Minerals Mica

Address Spruce Pine, N. C.

Contract Amount, $3,560.00 Government Participation: 90 % Amount, $ 3,204.00

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent / Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting						
Drifting						
Shafting	540.00	None	540.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	$540.00		$ 540.00	540.00		540.00

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

Date 12-1-53 *Payee M. E. Burleson, Sam Phillips, John Phillips & Frank Burleson

Per M E Burleson Title Partner

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

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

(Instructions on reverse)

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

$ 486.00

Signature Cora A. Tipton
(Authorized Certifying Officer)

Date DEC 11 1953 Vou. No. 163

(See other side)

1st S-11/2 54.00

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. 601 in accordance with the terms of the contract.

Signature J F O'Neill Title Engineer Date 12-7-53

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature W M Beck ACTING Title EXECUTIVE OFFICER DMEA REGION Date DEC 9 1953

MONTHLY REPORT OF OPERATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GPO 83-38476

Form MF-104A
(April 1952)

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

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of November 1953 Docket No. DMEA 3050 Contract No. Idm - E 601

Operator's Name M. E. Burleson, Sam Phillips, John Phillips & Frank Burleson Minerals Mica

Address Spruce Pine, N. C.

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts	Ft.	540.00	12	540.00	12	45.00	20	45.00
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
								TOTAL COSTS AUTHORIZED BY CONTRACT
TOTAL DISTRIBUTED COSTS		540.00		540.00				
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		$ 540.00		$540.00				

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

Date 12-1-53 Operator M. E. Burleson, Sam Phillips, John Phillips & Frank Burleson

Per M. E. Burleson Title Partner

REMARKS:

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

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

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

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

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

GPO 83-38475

OPERATORS
MONTHLY PROGRESS REPORT
for the
Month of November, 1953

DMEA No. 3050

Work Accomplished

We built a shack and then moved in machinery and equipment. Then we began sinking the shaft, and we have advanced 12 feet.

Daily Notes

November 2 - 9 Built shack and moved in machinery and equipment and set it up.

November 16 - 17 Started sinking shaft.

November 18 Mucked and pumped out water.

November 19 - 20 Mucked and drilled.

November 23 - 24 Mucked, pumped out water and drilled.

November 25 Mucked and drilled.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
BOX L
UNIVERSITY, ALABAMA

REGION VII

November 23, 1953

Interim Report

DMEA No. 3050 - Mica
Jones-Bozeman
Pickens County, Georgia
Contract No. Idm-E-601

Subject project was visited on November 17, 1953 with Ben Gildersleve.

All of the work to date was preparatory to sinking. "Bunkhouse, compressor, hoist, tipple, skip, and track have been installed at the mine."

"The incline was pumped out and we made a detailed examination of the face." The last work in the face was done in the hanging wall of the vein. The dike was displaced by three fault planes that appeared to drop the dike to the northwest. The dike appeared well zoned with a quartz core from 5 feet to 2 feet wide. The showing of mica was fair. It occurred in books upward to eight inches; cracks and curves were common.

It was recommended that the incline be continued on a 30° slope from the point at which it was leveled off or about 17.5 feet from the face.

A measuring point was established which was a large nail driven into a tie eight feet from the face, or 46 feet from the knuckle of the tipple.

The work was progressing satisfactorily and in a minerlike manner. The surface installations were better than average.

The location of powder box and exploder storage sites was selected and agreed upon. An addition of two extract cable clamps and their proper installation was suggested; also additional steel bracing for the skip which the foreman said he was planning on doing before starting the sinking work. The bank at the mouth of the incline had an overhang which needed refacing. Timbering will be required at the face of the incline. The mine foreman was in agreement with all suggestions and recommendations.

JFO'Neill:al
cc: Reg. Dir., Reg. VII
R. A. Laurence, orig. & 5
V. J. Lynch
A. A. McKinney
Day File
B. Gildersleve
J. F. O'Neill
File

J F O'Neill
J. F. O'Neill, Mining Engineer
Mining Develop. Br, Min. Div, Reg. VII

Ben Gildersleve
Ben Gildersleve, U. S. Geological Survey

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 28 1953

September 25, 1953

Memorandum

To: Chairman Operating Committee, DMEA - Washington

From: Acting Executive Officer, DMEA - Region 7

Subject: Signed Contract. DMEA-3050, Idm-E 601. Pickens Co., Ga.

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

Wm A Beck

Wm. A. Beck

cae
9-28

FILE COPY
SURNAME:

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

600

SEP 17 1953

Robertson
Houk
Alexander
Selfridge
F.P. Johnson

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

Subject: Docket No. DMEA-3050 - Mica
M. L. Burleson, Sam Phillips,
John Phillips, and Frank Burleson,
Partners
Jones-Bozeman Mine
Jackson County, Georgia

Dear Mr. Laurence:

Please find herewith the original and five copies of a contract covering the subject exploration project which have been signed by the Government with register number and effective date as shown.

If the contract meets with your approval present it to the operators for approval and signatures. Please explain to the operators that the contract, when executed, is a firm commitment under the terms of which they are obligated to complete the work outlined at the agreed unit cost. If any part of this contract does not have either your approval or that of the operators and cannot be amended within your delegated authority, then the original and all copies of the contract are to be returned to this office, together with the proposed changes for consideration.

After execution of the contract, the copies are to be distributed in the usual manner.

Copies of memoranda from the Bureau of Mines and the Geological Survey are enclosed.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GCS)

Approval:

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

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

Enclosures 10

JTRobertson:gad 9/8/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C.B.
9-17-53

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

September 8, 1953

Memorandum

To: Operating Committee

From: Nonmetallic Minerals Division

Subject: Docket No. DMEA-3050 - Mica
Burleson and Phillips
Jones-Bozeman Mine
Pickens County, Georgia

There is a difference in opinion between the commodity groups, one favors approval and the other a denial.

However, the field team approves a small project ($3,525). The ground to be penetrated by the proposed exploration project work is not known to contain mica such as was produced in past work. The Nonmetallic Minerals Division recommends that the project proposed by the Field Team be approved.

Jasper T. Robertson
Nonmetallic Minerals Division

Reviewed by
DMEA OPERATING COMMITTEE

9-16-53
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 31, POST OFFICE BLDG.
KNOXVILLE 2, TENN.

August 28, 1953

Memorandum

To: Chairman, Operating Committee, DMEA - Washington

From: Acting Executive Officer, DMEA - Region 7

Subject: Owner's Consent to Lien on: DMEA-3050, Jones-Bozeman (mica) and DMEA-3051, Rosella Jones Prospect

Transmitted herewith are 6 copies of Owner's Consent to Lien on the Jones-Boseman Mine and 5 copies on the Rosella Jones Prospect.

These were received in this office today.

Wm. A. Beck

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 25 1953

August 25, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Acting Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3050, Mica, Jones-Bozeman Mine, Burleson and Phillips, Pickens County, Georgia

I concur in the field team's recommendation for an exploration program in the amount of $3,525.

Donald R. Irving

Donald R. Irving

IN REPLY REFER TO:
G-MD-CNM

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

August 11, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-3050 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: M. E. Burleson, Sam Phillips, John Phillips, Frank Burleson.
Name of property: Jones-Bozeman Mine.
Location of property: 3 miles S. 60 E. of Tate, Pickens County, Georgia.
Date of field team report: August 5, 1953.
Authorship of field team report: K. H. Teague and J. F. O'Neill.
Field team's recommendation:

20 feet of 5'x7' of incline at $45.00/ft.	$900
75 feet of drift at $35.00/ft.	2,625
Estimated total cost	$3,525
Estimated time required	4 months

Comments: If the mine has produced $1,000 worth of mica in the last few months, why should it have to be explored now? The present works are evidently useable and productive, therefore it appears that mining could continue from the present heading.

"Evidence available indicates that the deposit has not been exhausted."

Why not continue to mine mica?

ACTION SUGGESTED: Denial.

D. M. Larrabee

D. M. Larrabee

R

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

August 7, 1953

Memorandum

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

From: Field Team, Region VII

Subject: Field Examination Report, DMEA-3050 (mica)
Jones-Boxeman Mine, Georgia

Transmitted herewith are four copies of the subject report, and six extra copies of the map.

Please note that the "Owner's Consent to Lien" which was to have been sent to this office by the applicant, has not yet been received.

The Field Team agrees with the conclusions of the examiners, Mr. Teague and Mr. O'Neill, and recommends that a contract be approved for the proposed incline and drift.

Robert A. Laurence

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

Wm. A. Beck

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

Enclosures 10

Reviewed by
DMEA OPERATING COMMITTEE
8-14-53
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

DMEA-3050, JONES-BOZEMAN MINE (Mica)

Pickens County, Georgia

By

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

James F. O'Neal, Mining Engineer
U. S. Bureau of Mines

August 5, 1953

Field Examination Report
on
DMEA-3050, JONES-BOZEMAN MINE (Mica)

Applicants: M. E. Burleson, Sam Phillips,,
John Phillips, Spruce Pine, N. C.
Frank Burleson, Plumtree, N. C.
c/o M. E. Burleson
Spruce Pine, North Carolina

Within the past few months approximately $1,000 worth of mica from this deposit has been sold to the Spruce Pine Mica Depot. Evidence available indicates that the deposit has not been exhausted and that a worthwhile deposit occurs; therefore, the examiners recommend that exploration assistance be granted.

This deposit was examined on July 24, 1953. Messrs. M. E. Burleson, Sam Phillips, and Clingman Ellis accompanied the examiners on the inspection which required two hours.

The Jones-Bozeman mine is located three airline miles S. 60°E Tate, Pickens County, Georgia. Access to the mine is good at all times.

The applicants have had considerable mica-mining experience and are competent and financially responsible to conduct the proposed exploration.

Area covered by applicants' lease is adequate for the proposed exploration program. The material transmitted with the request for an examination was returned to the applicants with a request that as soon as the corrections were made and new "Owner's Consent to Lein" signed, this information should be sent to the Knoxville office. To date it has not been received; however, as soon as it arrives, it will be forwarded to Washington.

There are no facilities at the deposit and none will be needed. Workings consist of an open cut 20 feet long made down the dip of the pegmatite. At the southeast end of the cut, an incline, 40 feet long, has followed the pegmatite down the dip. The incline is 7' x 7' in cross section at a - 35° angle. No laterals have been driven from the incline.

The pegmatite worked by the open cut and incline is 5.5 to 6 feet in thickness, trends about N. 50°E, and dips 35° S.E. It is unweathered, contains a quartz core about two feet thick, with wall zones of feldspathic pegmatite. According to the applicants, most of the mica recovered during the recent work was obtained from the footwall zone adjacent to the quartz core. The pegmatite is concordant to the foliation of the garnet-mica schist wall rock.

Mica obtained from the pegmatite is hard, clear, and ruby colored. Some is bent and cracked and exhibits "A" structure. Apparently, considerable mica is present. Past production is unknown, except that about $1,000 worth of mica of stockpiling grade has been produced in recent months.

Necessary labor and mining materials and supplies are available.

The examiners recommend that the existing incline be extended on the pegmatite an additional 20 feet and 75 feet of drifts be driven from the incline in both directions on the pegmatite.

Estimated cost:

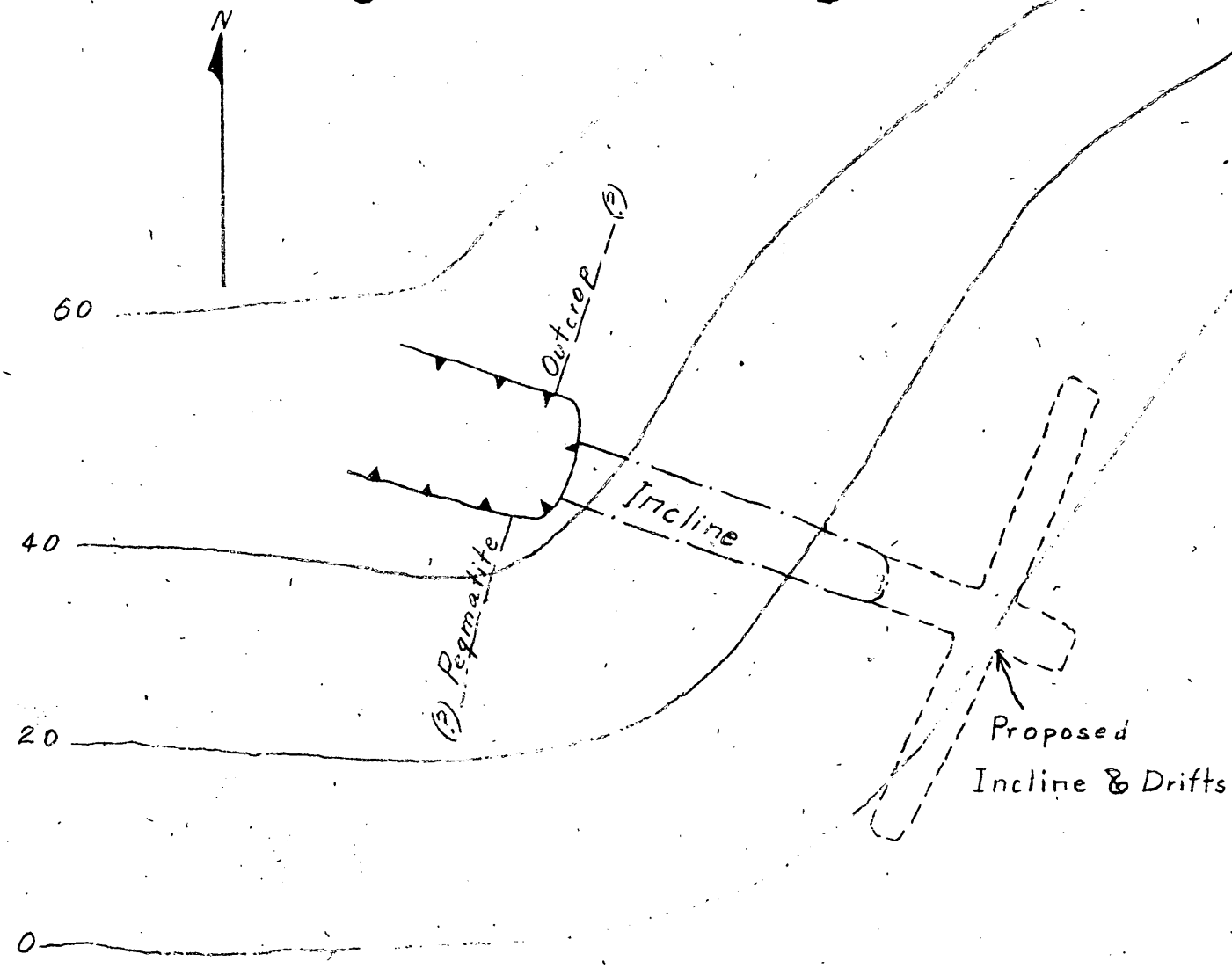
20 feet 5' x 7' incline at $45.00/ft.	$ 900.00
75 feet drift at $35.00/ft.	2,625.00
Estimated total cost	$3,525.00
Estimated time required	4 months

August 5, 1953

Kefton H. Teague, Geologist, USGS

James F. O'Neal, Mining Engineer
U.S. Bureau of Mines

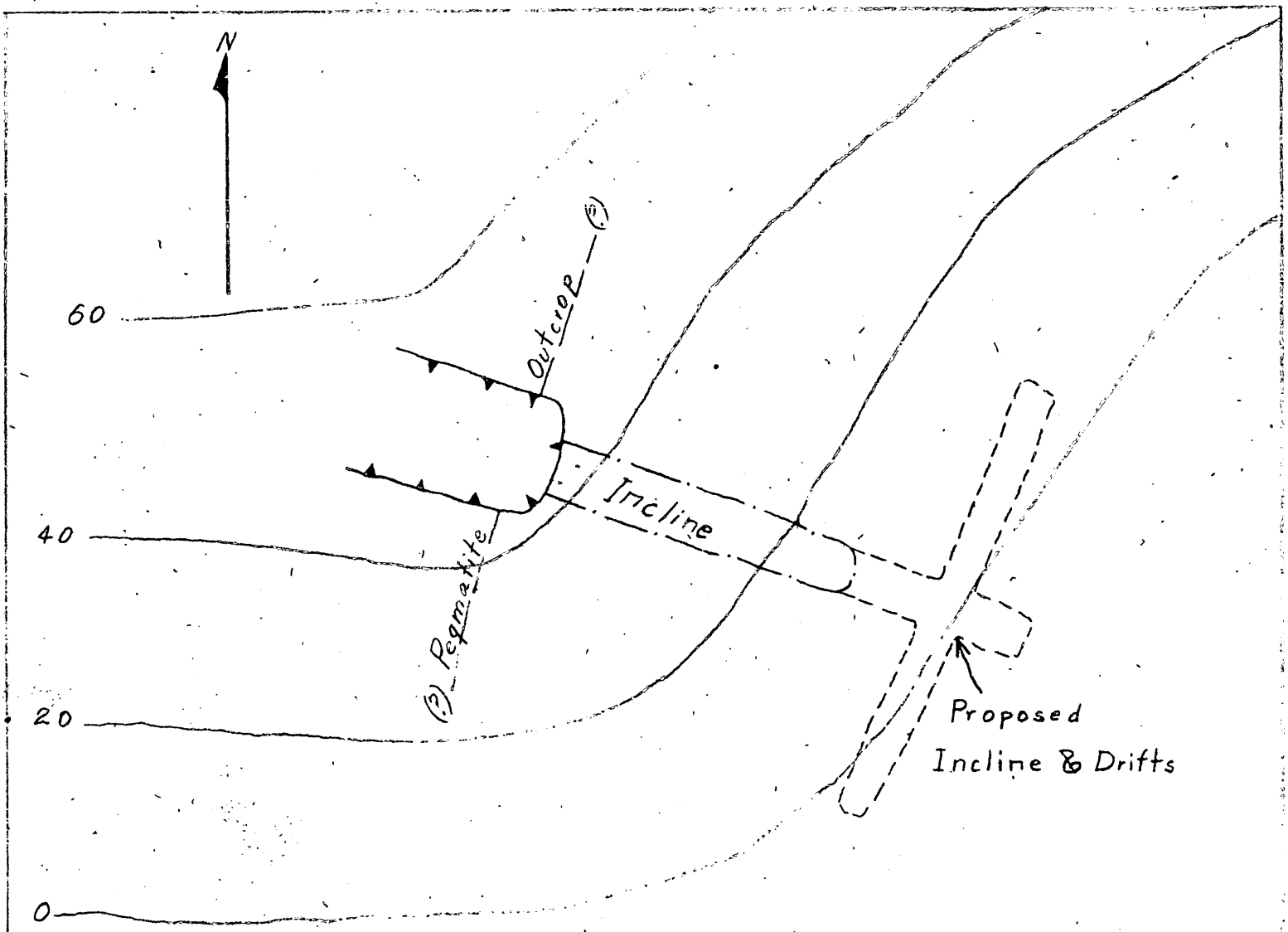
rs



Sketch of
Jones - Bozeman Mine
Pickens Co., Ga.

0 20' 40'
Scale

DMEA-3050(mica)



Sketch of
Jones - Bozeman Mine
Pickens Co., Ga.

0 20' 40'
Scale

DMEA-3050 (mica)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 14 1953

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

August 12, 1953

Memorandum

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

From: Executive Officer, DMEA Field Team, Region VII

Subject: DMEA-3050 (Mica), Jones-Bozeman Mine, Georgia
DMEA-3051 (Mica), Rosella Jones Prospect, Georgia
Applicant: M. E. Burleson, Frank Burleson, Sam Phillips and John Phillips, d.b.a. Jones-Bozeman Mining Company

Enclosed herewith are the following documents, received from the Applicant today:

Original lease from Docket No. DMEA-3050
Copy of " " " " " -3051
Amendment of lease from Docket No. DMEA-3051, and 4 signed copies
1 copy of Owner's Consent to Lien

(Please refer to your letter of July 13, and our transmittal letter of August 7 and examination report).

The necessary corrections seem to have been made as requested. I am writing to the applicants today, reminding them to send in the other eleven signed copies of form MF-203.

Robert A. Laurence

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

ROOM 13 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 14 1953

August 12, 1953

Mr. M. E. Burleson

Spruce Pine, North Carolina

Re: DMEA-3050 and 3051 (Mica, Georgia)
Jones-Bozeman Mine and
Rosella Jones Prospect

Dear Mr. Burleson:

I have received from you this morning the following documents:

Original lease from Docket No. DMEA-3050
Copy of " " " " " -3051
Amendment of lease, and 4 signed copies
1 signed copy of Owner's Consent to Lien

Please note that 6 signed copies of the Owner's Consent to Lien are needed with each docket. Therefore, will you please send, at your earliest convenience, the other eleven copies, signed by Mrs. Rosella Jones?

Very truly yours,

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

RAL/mg
cc
Beck
Operating Committee
Laurence
Lynch
O'Neill

DMEA-3050

MINING LEASE

State of ~~North Carolina~~ Georgia Pickens County:

This indenture made this 11th day of April, 1953

between Mrs. Rosella Jones

of Pickens County and State of ~~North Carolina~~ Georgia as party of the first part, and known as lessor ___, and Frank Burleson, M. E. Burleson, Sam Phillips, and John Phillips

of Mitchell & Avery County and State of North Carolina, party of the second part and known as lessee.

WITNESSETH, That the party of the first part in consideration of One Dollar in hand received and hereby acknowledged by the lessor ___, and in consideration of the agreements hereinafter contained, on the part of the party of the second part to be performed, hereby bargains, leases and grants to the party of the second part, and his heirs and assigns, for the period of five years from the date of this agreement, the following described real property, for mining purposes, in the County and State first above written, to wit:

Beginning at a point 400 yards due west of the Jones-Bozeman mine located in Pickens County, Georgia; thence 800 yds due South; thence 800 yds. due West; thence 400 yds. due North to the ~~beginning~~ beginning, ("This mine is located two miles (airline) S. 45° W. of Dug Gap and three miles (airline) S. 60' E. of Tate, Ga. on the property of Mrs. Rosella Jones. " Mica-Bearing Pegmatite of Ga. 1948".

This description incorrect. See amendment to lease attached herein

TO HAVE AND TO HOLD the said lands to him, for mining purposes, the said lessee and his heirs and assigns for the aforesaid period of five years in compliance with the conditions of this instrument, for the purpose and with the right to dig, quarry, search, explore for, obtain, and remove any kind of minerals, metals or fossils, and particularly mica, and to conduct the same to any extent the said party of the second part, the lessee, may desire. And it is hereby agreed between the parties to this agreement that the party of the second part is to have the use of any unoccupied buildings on said lands for mining purposes, and that he shall have the right to erect such buildings as he needs to carry on such mining operations during the period of this lease, and that the party of the second part shall keep the same in as good condition as when received, unavoidable accidents excepted. And it is also agreed by the party of the second part that no unnecessary damage is to be done to the lands herein leased during the period of this lease and the continuance of said lease, but the said party of the second part shall have right to take from said lands leased to the party of the second part any wood or timber the party of the second part may need to carry on said mining operations on which may be needed to carry on the addition to existing buildings or to erect new buildings or sheds on said lands. (Timber of high or special market value is excepted and shall not be used by the lessee.) And it is hereby agreed that the party of the second part, the lessee, is to have right-of-way of ingress and egress to said mines or land upon which exploration is being conducted.

(over)

It is further agreed; that Mr. C. E. Buchanan will have the privilege of inspecting the mining and the books anytime he see fit in regsrds to all minerals coming off the J. E. Jones estate.

It is further agreed; that in case sufficient scrap mica is found to justify a scrap recovery plant that the parites of the second part may Build such plant or can promote building of such plant and that we will have the privilege to use any water or timber available and that we xxx will be able to dump our waste into any stream on the property.

It is further agreed; that in case the owner decides to sell the property that he will give the lessess the privilege of refusal of purchasing it.

It id further agreed; that this lease will be transferable in case the lessees decided to sell their option.

It is further agreed; that all checks and all money's paid on royalties will be made direct to Mrs. C. E. Buchanan, Hapeville, Ga.

AND IT IS FURTHER AGREED That the party of the second part, the lessee hereby agrees to pay to the said party___ of the first part, or his or their heirs or assigns, a rental royalty of 1/8 on pattern mica and $1.50 per ton on all scrap mica. Royalties to be payable on the 10th of each following month after sale.
on the minerals taken and sold from said mines which shall be for the use of the said lands for the aforesaid period of five years. The said amounts shall be payable on the computation of selling bills on the tenth day of each month covering sales made during the previous month. Any minerals other than those set forth above which may be taken and sold shall be paid for and at the usual royalty rate of the minerals taken.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, shall have the option to renew this lease and to extend the period of its running for an additional five years from the date of its present termination. The option shall be exercised by giving formal written notice to the party___ of the first part or by the continuation of any mining operations then being conducted. The lessor___ reserve the right to use the land, or convey the same not conflicting with this lease, but under any conveyance the terms of this lease must be recognized by the grantee, purchaser, or assigns thereof. And it is agreed that the lessee may assign this mining lease or any part thereof and that he may sublease.

S.L.P.

~~AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, is hereby given an option to purchase all the right, title and interest, legal and equitable to and in the real eastate described and set forth in this lease for a total purchase price of $_____, said purchase price to be paid in full within three years from the date of this instrument and it is agreed that all rental royalties paid to the party of the first part shall apply toward and be a part of the total purchase price above set forth, and that at such time that the total purchase price is paid in the form of royalties or a lump sum payment or a combination of both, the party of the first part will execute a special warranty deed to the party of the second part and that a tender of the remaining purchase price at any time within the next three years shall entitle the party of the second part to specific performance of this option contract.~~

BUT IT IS EXPRESSLY AGREED That unless mineral or fossil material of practical value for mining purposes shall be found within a period of two years from the date of this instrument, the lease may be terminated by the lessee at any time thereafter on thirty days notice to the lessor___. The lessee agrees that during the period of this lease or the continuance of this lease that work in said mines or exploration for new mines within the area leased shall not cease longer than ninety days at any one time, unavoidable accidents excepted.

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

Witness: Rhodes Lockhart

Notary Public, Fulton County, Georgia
My Commission Expires September 13, 1955

X Mrs Rykella Jones (Seal)

_____ (Seal)

_____ (Seal)

NORTH CAROLINA; MITCHELL COUNTY.
The Empire Mica Company does hereby accept the above amendment to the original lease, and agrees to the terms of said lease, and agrees that the terms of same stand in full force and effect.

By: _____

GEORGIA
~~NORTH CAROLINA~~, Fulton COUNTY:

The execution of the foregoing instrument was this day acknowledged before me by Mrs. Rosella Jones the grantor — for the purposes therein expressed. Let the same, with this certificate, be registered. This 21st day of April, ~~1951.~~ 1953

Rhodes Lockhart
Notary Public, Fulton County, Georgia
My Commission Expires September 13, 1955

******

NORTH CAROLINA, _____ COUNTY:

I, _____, do certify that _____ and _____, his wife personally appeared before me this day, and acknowledged the execution of the annexed mining lease and the said _____ being by me privately examined separate and apart from her said husband, touching her voluntary execution of the same; doth state that she signed the same free and voluntarily, without fear or compulsion of her said husband, or of any other person, and that she doth still voluntarily assent thereto. This _____ day of _____, 1951.

_____

_____

******

NORTH CAROLINA, _____ COUNTY:

The foregoing certificate of _____ of _____ County is adjudged to be correct and sufficient. Let the instrument, with the certificate be registered.

Witness my hand and official seal, this _____ day of _____, 1951.

_____
Clerk Superior Court

The undersigners does hereby accept the above amendment to the original lease, and agrees to the terms of said lease, and agrees that the terms of same stand in full force and effect.

Frank Burleson
M. E. Burleson

Sam L. Phillips
John Phillips

DMEA 3051

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

STATE OF GEORGIA

PICKENS COUNTY

AMMENDMENT TO LEASE GIVEN TO
M. E. Burleson, Frank Burleson,
Sam Phillips, and John Phillips

THE Lessors hereby gives and ammends the original lease which was given and held by M. E. Burleson, Frank Burleson, Sam Phillips, and John Phillips, said lease was dated April 11th, 1953, same is ammended so as to include the following description of said mica mine.

Amended description This is correct

BEGINNING at a point 400 yards due West of the Jones-Bozeman Mine located in Pickens County, Georgia; thence 400 yards South; thence 800 yards East; thence 800 yards North; thence 800 yards West; thence 400 yards South to the beginning.

The above description is to be used and is to take the place of the original description in the Original lease made the 11th day of April, 1953, by Mrs. Rosella Jones of Pickens County, Georgia, to M. E. Burleson, Frank Burleson, Sam Phillips and John Phillips of Mitchell and Avery County, N. C.

WITNESS our hands and seal the 29th of June 1953.

Mrs Rosella Jones (Seal)

_____ (Seal)

Witness:

Thos Lockhart (Seal)
1436 Jonesboro Road, S.E.
Atlanta Ga.
Notary Public, Fulton County, Georgia
My Commission Expires September 13, 1955

The undersigners does hereby accept the above amendment to the original lease, and agrees to the terms of said lease, and agrees that the terms of same stand in full force and effect.

Frank Burleson
M. E. Burleson

John Phillips
Sam L. Phillips

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

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

Beginning at a point 400 yards due West of the Jones-Bozeman Mine located in Pickens County, Georgia; thence 400 yards South; thence 800 yards East; thence 800 yards North; thence 800 yards West; thence 400 yards South to the beginning.

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/ M. E. Burleson, Frank Burleson, Sam Phillips and John Phillips, trading and doing business as the Jones-Bozeman Mining Company.

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production (as set forth on the reverse side hereof) and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof, there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom, until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

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

4. Changes and added provisions _____

Dated this _____ day of _____, 195___.

Mrs Rosella Jones [Seal]

_____ [Seal]

_____ [Seal]

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

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

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

Repayment by Operator.--a. Certification.--If at any time the Government considers that a discovery or development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the final report and final account, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

b. Percentage royalty.--The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land described in Article 2,--(1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years (or other period fixed by the contract) from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, as follows:

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

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

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

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

e. Notice to Purchasers.--The Operator shall notify any purchaser of the production of the Government's royalty interest, and shall authorize and direct the purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets; but failure or refusal by the purchaser to comply shall not relieve the Operator of liability to pay any royalty falling due.

f. No Obligation to Produce.--This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

FILE COPY
SURNAME:

Robertson
Houk
Selfridge
Kinkel
Hutchinson

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

JUL 13 1953

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

Subject: Docket No. DMEA-3050 - Mica
Jones-Bozeman Mine
Docket No. DMEA-3051 - Mica
Rosella Jones Prospect
Pickens County, Georgia

Dear Mr. Laurence:

Please review the subject applications and, if necessary, arrange for an on-site examination of the mines.

The lease, and amended description thereto, contains mistakes and omissions which the applicants should rectify.

1. The lease documents are not signed by the lessees.

2. The amended description contains no month in the date.

3. Deletions are not made to all copies and deletions preferably should be initialed.

4. Other minor corrections.

We are transmitting the lease (original and one copy) and the amendment to lease (original and four copies) which please review and deliver to the applicants for signatures and corrections. Also, please find 12 forms MF-203 (Revised July 1, 1953) which are to be filled out and signed by the land owner.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (JHB)

Approved:

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

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

Enclosures 19

JTRobertson:gad 7/9/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA
Mr. Houk

R.C.S.
7-13-53

FILE COPY
SURNAME:

Robertson
Mathews

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

JUN 18 1953

Mr. M. E. Burleson

Spruce Pine, North Carolina

Re: Docket No. DMEA-3050 - Mica
Jones-Boseman Mine
Pickens County, Georgia

Dear Mr. Burleson:

Reference is made to the subject exploration assistance application.

Your attention is called to the metes and bounds description in the mine lease. This traverse does not close and the description requires correction.

Please send us a sketch of property boundaries indicating thereon the proposed work and the approximate distances separating the old shaft and the new shaft.

On receipt of these data we will be prepared to proceed with the processing of this application.

Sincerely yours,

SIGNED

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

P.H.
6-18-53

JTRobertson:gad 6/17/53
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

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

June 15, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3050, Mica, Jones-Bozeman Mine
Pickens County, Georgia

Mica (Georgia Geological Survey Bulletin No. 48, "Mica Bearing Pegmatites of Georgia", p. 110) from this mine has been found to be hard and of light rock color. Some of the books were clear and free of spots but other books were sheeted and have been sold as electric mica. Mr. English and Mr. Platt who worked the mine in 1942 sold 841 pounds of clear mica valued at $308. Of this amount, 745 pounds were punch; 58 pounds, $1\frac{1}{2}$ x 2"; and 17 pounds, 2 x 3". On the basis of this report and the applicant's description of the mine, it is recommended that a field team visit this property when a member is in that vicinity to ascertain if an exploration program is justified.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:
G-MD-CNM

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

June 1, 1953

Memorandum

REVIEW OF APPLICATION DMEA-3050 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant's name and address: M. E. Burleson, Sam Phillips, John Phillips, Spruce Pine, North Carolina, and Frank Burleson, Plumtree, North Carolina.
Name of property: Jones-Bozeman mine.
Location of property: 2 miles S 45° W. of Dug Gap and 3 miles S. 60° E. of Tate, Pickens County, Georgia.
Summary of applicant's proposal:

5'x7' shaft 75' deep
100' drifts

Sources of information on applicant's property:

Ga. Geol. Survey Bull. 48, 1943, p. 110.
U. S. G. S. Prof. Paper 248-F, 1953, p. 386.

Comments:
Watch for mineral staining in the mica.
RECOMMENDATION:
Refer to Field Team.

D. M. Larrabee

D. M. Larrabee

May 29, 1953

Mr. M. E. Burleson
Spruce Pine, North Carolina

Subject: DMEA-3050
Re: Exploration Assistance
Jones-Bozeman

My dear Mr. Burleson:

The receipt of your application dated May 29, 1953 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3050 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-3050 in any future correspondence relating to your application.

Sincerely yours,

ROBERT E. ADAMS

Robert E. Adams
Chief, Operations Control
and Statistics Division