E-561

For royalty payment of $1,108.65, dated March 13, 1961, see transmittal letter file.

MAR 1 3 1961

Memorandum

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

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

Subject: DMSA-2917 (Mica)
Roy Herbert Fouts
Allman Cove Mica Mine
Macon County, North Carolina
Contract Idm-6561

Attached for deposit to the subject DMSA account under symbol 14X4401 as a royalty receipt is Moody Mica Mine's check no. 1803, dated March 10, 1961, drawn in the amount of $1,108.65 on The Bank of Franklin, Franklin, N. C.

This check is in payment of delinquent royalties due the Government under the subject contract.

Attachment

EDTalbert/ama
March 13, 1961

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

RECEIVED

AFL

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

MAR 3 1961

Re: OMKA-2917 (Mica)
Roy Herbert Fouts
Allman Cove Mica Mine
Macon County, North Carolina
Contract Idm-8561

Dear Mr. Fouts:

By letter dated February 9, 1961, I advised you that further collection action in the matter of your indebtedness under the referenced contract would be withheld provided that the balance due was liquidated by payment of $550.00 on or before March 1, 1961, and $558.65 on or before April 1, 1961. By letter dated February 16 you promised to comply with this schedule.

It was hoped that payments would be received as promised, thereby alleviating the need for additional collection action and probable further costs to you. To this date, however, you have failed to make the payment of $550.00 promised for March 1.

This office has been extremely lenient in the matter of enforcing collection of the royalty due on your account, which has been in a delinquent status for almost the entire period since you resumed operations of the mine. I trust, therefore, that you will favor us with a prompt remittance of the entire balance due of $1,108.65 in order that this account may be closed without further action.

If full payment is not received before April 1, 1961, I will have no alternative but to refer the matter to the Comptroller General of the United States.

Sincerely yours,

signed) FRANK E. JOHNSON

Acting Director

EDTalbert/ama
March 3, 1961

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

Depot Street

Phone LA 4-3315

OFFICE OF MINERAL EXPLORATION

RECEIVED 1961

DATE

800

# Apex Minerals Corporation

MINERS · MANUFACTURERS · PROCESSORS

Feldspar — Quartz — Mica — Crushed Stone — Vermiculite

GENERAL OFFICE

FRANKLIN, NORTH CAROLINA

February 16, 1961

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

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

Dear Mr. Johnson:

Received your letter of February 9, 1961 and will comply with your suggestion to liquidate the balance of $1,100.65 due out of the first referenced contract by payment of $550.00 on or before March 1, 1961 and $558.65 on April 1, 1961.

Replying to your letter of January 5, 1961 regarding operations under the second referenced contract, please contact B-K Associates, Inc., Franklin, N. C., c/o Clyde Drake and he will furnish you with sales information and make payment of royalty as he is handling the book-keeping. [redacted] worthwhile amounts of sheet mica which is being sold to General Services Administration.

Yours very truly,

Roy H. Fouts
Consulting Engineer

RHF:mmp

FEB 9 1961

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

Re: DMEA-2917 (Mica)
Roy Herbert Fouts
Allman Cove Mica Mine
Macon County, North Carolina
Contract Ida-E561
and
DMEA-3000 (Mica)
B. T. R. Mining Company
Terrell Bryson Mine
Macon County, North Carolina
Contract Ida-E557

Dear Mr. Fouts:

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

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

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

(1) Promising to liquidate the balance of $1,108.65 due under the first referenced contract by payment of $550.00 on or before March 1, 1961, and $558.65 on or before April 1, 1961; and
(2) Replying to our January 3 letter regarding operations under the second referenced contract.

Sincerely yours,

EDTalbert/ama
February 8, 1961

(signed) FRANK E. JOHNSON

Acting Director

Copy to: Docket
Director's Reading File
CA & A Division - E557
Acting Field Officer, Region IV (2)

E-561

For royalty payment of $500.00, dated February 3, 1961, see transmittal letter file.

FEB 7 1961

Memorandum

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

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

Subject: DMEA-2917 (Mica)
Roy Herbert Fouts
Allman Cove Mica Mine
Macon County, North Carolina
Contract Idm-E561

Attached for deposit to the subject DMEA account under symbol 14X4401 as a royalty receipt is Moody Mica Mine's check no. 1745, dated February 3, 1961, drawn in the amount of $500.00 on The Bank of Franklin, Franklin, North Carolina.

This check is in partial payment of Roy Herbert Fouts' indebtedness for delinquent royalty.

Attachment

EDTalbert/ama
February 7, 1961

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

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

JAN 9 1961

Mr. Roy H. Fouts
Post Office Box 314
Franklin, North Carolina

Re: 2NSA-2917 (Mica)
Roy Herbert Fouts
Allman Cove Mica Mine
Macon County, North Carolina
Contract Ida-2561

Dear Mr. Fouts:

By letter dated November 29, 1960, request was made for your prompt payment of the delinquent royalty due the Government under the referenced contract or a substantial partial payment coupled with the submission of an acceptable plan for the liquidation of the remainder. You also were requested to submit copies of the settlement sheets applicable to your August 22, August 29, September 6, September 12, September 13, and subsequent sales to the Spruce Pine Mica Purchase Depot. Neither a reply nor a remittance has been received.

As was stated in the November 29 letter, this office does not have the authority to postpone indefinitely such action as may be necessary to collect royalties properly due the Government. Accordingly, unless the amount due ($1,168.24, plus royalty on sales subsequent to September 15, 1960) is received within 30 days from the date of this letter, I will have no alternative but to report this indebtedness to the Comptroller General of the United States for such action as may be in the interest of the Government. Subsequent proceedings may result in further costs and inconvenience to you.

Sincerely yours,

(signed) FRANK E. JOHNSON

Acting Director

EDTalbert/ama
January 3, 1961

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

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Eliza Cobb Grist
Paul L. Grist
Route 1
Dillard, Georgia

JAN 9 1961

Re: OMEA-2917 (Mica)
Roy Herbert Fouts
Allman Cove Mica Mine
Macon County, North Carolina
Contract Ida-8561

Dear Mr. and Mrs. Grist:

Enclosed is a copy of my letter of this date to Roy Herbert Fouts demanding payment within thirty days of delinquent royalty due the Government under provisions of the referenced exploration project contract.

In consideration of the contract and as an inducement to the Government to enter into it, an Owner's Consent to Lien was executed by you on February 21, 1953, to secure payment to the Government of the percentage royalty on production provided for under the terms of the contract. Under a provision of this document you granted to the Government a lien upon the land described therein and upon any production therefrom.

Accordingly, if the enclosed demand for payment of delinquent royalty ($1,168.24, plus royalty on sales subsequent to September 15, 1960) is not satisfied within thirty days, legal proceedings under this lien may be involved in whatever action the Comptroller General of the United States may initiate. Prompt payment will alleviate the need of such proceedings and probable further costs to all parties concerned.

Sincerely yours,

(signed) FRANK E. JOHNSON

Acting Director

Enclosure

EDTalbert/ama
January 5, 1961

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

NOV 29 1960

Mr. Roy H. Fouts
Post Office Box 314
Franklin, North Carolina

Re: DMEA-2917 (Mica)
Roy Herbert Fouts
Allman Cove Mica Mine
Macon County, North Carolina
Contract Idm-E561

Dear Mr. Fouts:

By letter dated September 28, 1960, to the Acting Field Officer, Region IV, you submitted a check in the amount of $945.57 for the Government's percentage royalty on sales to the Spruce Pine Mica Purchase Depot during the period of January 21, 1960, to June 6, 1960. This remittance was applicable to full settlements on Lots Nos. 549, 574, 603, 621, 647, 670, 690, 711, 729, 754, 771, and 786, and initial payments on Lots Nos. 811, 847, 861, and 887.

At the same time you submitted the settlement sheets covering the above listed lots, plus those applicable to Lots Nos. 921, 922, 938, 2, 9, 16, 22, 28, and 31 sold to the Spruce Pine Mica Depot during the period of June 20, 1960, to August 15, 1960. Also submitted were copies of your monthly letters to Mr. and Mrs. Paul Grist reporting all sales of mica during the period of January 15, 1960, through September 15, 1960.

On the basis of these documents, as of September 15 you were indebted to the Government for royalty on sales as follows:

| | | |
|---|---|---|
| (1) | Final payments on Spruce Pine Mica Purchase Depot Lots Nos. 811, 847, 861, and 887 | $ 2,613.24 |
| (2) | Full settlements on Spruce Pine Mica Purchase Depot Lots Nos. 921, 922, 938, 2, 9, 16, 22, 28, and 31 | 15,905.06 |
| (3) | Initial payments on Spruce Pine Mica Purchase Depot sales on August 22, August 29, September 6, September 12, and September 13 | 4,502.38 |

| | |
|---|---|
| (4) Commercial sales of punch, thins, and scrap during the period of January 15, 1960, through August 15, 1960 | $ 346.16 |
| Total | $23,364.84 |
| Royalty @ 5% | $ 1,168.24 |

Your September 28 letter stated that you were not in a position to pay the amount due on these sales but hoped to be in the very near future. As this Office does not have the authority to indefinitely postpone the collection of royalty due the Government, we will appreciate your prompt payment of the amount now due ($1,168.24, plus royalty on sales proceeds subsequent to September 15, 1960), or a substantial partial payment coupled with the submission of an acceptable plan for the orderly liquidation of the remainder.

Also, please submit copies of the settlement sheets covering the August 22, August 29, September 6, September 12, and September 13 sales (item 3 of the penultimate paragraph above), plus all subsequent sales to the Spruce Pine Mica Purchase Depot to the extent required for the percentage royalty thereon to fully repay the Government's contribution. This amount, as shown by our records, is computed as follows:

| | |
|---|---|
| Contribution repayable | $6,526.80 |
| Royalty paid through September 28, 1960 | 4,918.15 |
| Balance repayable | 1,608.65 |
| Additional royalty due on sales proceeds through September 15, 1960 | 1,168.24 |
| Maximum royalty due on sales subsequent to September 15, 1960 | $ 440.41 |

Sincerely yours,

(signed) FRANK E. JOHNSON

Acting Director

EDTalbert/ama
November 28, 1960

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

Fowler
DMSA-2917
Acc E561

# Sales To Spruce Pine Depot, 1/21/60 - 6/6/60

| Date | Lot | Lbs. | Proceeds | |
|---|---|---|---|---|
| 1/21/60 | 549 | 63.68 | $1,134.17 | |
| 1/29/60 | 574 | 55.36 | 675.28 | |
| 2/10/60 | 603 | 75.44 | 1,201.69 | |
| 2/23/60 | 621 | 116.63 | 1,846.11 | |
| 3/4/60 | 647 | 96.94 | 1,633.47 | |
| 3/17/60 | 670 | 73.44 | 1,225.02 | Final Payments |
| 3/30/60 | 711 | 66.43 | 810.55 | |
| 4/18/60 | 754 | 112.62 | 1,457.52 | |
| 4/7/60 | 729 | 76.69 | 1,057.53 | |
| 3/24/60 | 690 | 81.05 | 930.08 | |
| 5/2/60 | 786 | 120.38 | 1,802.88 | |
| 4/25/60 | 771 | 83.62 | 1,188.95 | |
| Sub-totals | 12 lots | 1,022.30 | 14,963.22 | |
| 5/9/60 | 811 | 122.38 | 1,143.53 | Initial Payment, Bal. due $844.97 |
| 5/23/60 | 847 | 110.19 | 946.24 | " " " " 610.59 |
| 5/31/60 | 861 | 116.88 | 1,016.30 | " " " " 650.38 |
| 6/6/60 | 887 | 109.19 | 817.61 | " " " " 507.50 |
| Totals | | 1,480.94 | 18,883.90 | $2,613.24 |
| Houlis 6/29/60 ltr. | | 1,483.94 | 18,911.39 | Royalty @ 5% = $945.57 |
| Difference | | 3.00 | $ 27.49 | |

| | | | |
|---|---|---|---|
| 1/21/60 – 2/25/60 | | $ 2,772.98 | |
| | 1/29/60 Royalty previously pd | – 223.76 | |
| | Punch sale | – 21.00 | $ 2,528.02 |
| 2/23/60 – 3/4/60 | | 2,396.49 | |
| | Punch, Thrus, & scrap sales | – 34.04 | 2,362.45 |
| 3/16/60 – 4/11/60 | | 4,562.85 | |
| | Scrap sale | – 34.32 | 4,528.53 |
| 4/18/60 – 5/12/60 | | 5,479.26 | |
| | Scrap sale | – 53.92 | 5,425.34 |
| 5/20/60 – 6/8/60 | | 4,108.04 | |
| | Scrap sale | – 68.48 | 4,039.56 |
| Total | | | $ 18,883.90 |
| Hoak's ltr 6/29/60 | | | 18,911.39 |
| Difference | | | $ 27.49 |

Minimum Royalty Due thru 9/13/60
per documents on file

| | | | | | |
|---|---|---|---|---|---|
| Final payments on lots 811, 847, 861, + 887 | | | | | 2,613.24 |
| Addtl. final settlement sheets: | | | | | |
| 6/20/60 | 921 | 107.80 lbs. | | 1,457.44 | |
| 6/20/60 | 922 | 121.12 | | 1,385.51 | |
| 6/27/60 | 938 | 154.70 | | 2,395.70 | |
| 7/5/60 | 2 | 159.20 | | 2,269.07 | |
| 7/11/60 | 9 | 110.27 | | 1,767.08 | |
| 7/18/60 | 16 | 128.44 | | 1,585.81 | |
| 7/25/60 | 22 | 155.94 | | 2,127.14 | |
| 8/8/60 | 28 | 133.93 | | 1,623.63 | |
| 8/15/60 | 31 | 136.25 | total 1,207.65 lbs | 1,791.68 | 15,903.06 |
| Other sales, for periods ending, (per lbs. to landowners): | | | | | |
| 2/15/60 | | 350 lbs. | finish | 21.00 | |
| 3/15/60 | | 260 | " | 15.60 | |
| 3/15/60 | | 17 | thins | 3.40 | |
| 3/15/60 | | 940 | scrap | 15.04 | |
| 4/15/60 | | 3,145 | " | 34.32 | |
| 5/15/60 | | 3,370 | " | 53.92 | |
| 6/15/60 | | 4,280 | " | 68.48 | |
| 8/15/60 | | 8,400 | " total 20,762 lbs | 134.40 | 346.16 |
| Initial payments (no settlement sheets, for acceptance): | | | | | |
| 8/22/60 | | 163.25 lbs (payd twice) | | 1,096.69 | |

| | | | | |
|---|---|---|---|---|
| 8/29/60 | 109.12 lbs. | " | 843.11 | |
| 9/8/60 | 144.79 | " | 1,046.61 | |
| 9/12/60 | 4,580.00 | " | 711.12 | |
| 9/13/60 | 107.00 | " | 807.85 | 4,502.38 |
| Total | | | | $ 23,364.84 |
| Royalty @ 5% | | | | $ 1,168.24 |

| | |
|---|---|
| Total Repayable | $ 6,526.80 |
| Paid | 4,918.15 |
| Unpaid balance | 1,608.65 |
| Due (above) | 1,168.24 |
| | $ 440.41 |

CA&A Div.

EXTRA COPY
D. M. E
RECEIVED 5
DATE

Region IV

OCT 5 1960

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

Re: DME-2917 (Mica)
Roy Herbert Fouts
Allen Cove Mica Mine
Macon County, North Carolina
Contract Idm-E561

Dear Mr. Fouts:

Thank you for your letter of September 2[illegible], enclosing both your check of $945.[illegible]7 for royalties covering mica sales, as indicated by our check at the Mica Purchasing Depot during the week of June 12, 1960, and the copies of settlement sheets to mid-September.

This payment on account meets with our approval, and we trust that you will be in a position to further reduce your obligation for royalty due in the near future.

Sincerely yours,

Lawrence G. Houk

Lawrence G. Houk
Acting Field Officer

LGHouk:gad:kb - October 4, 1960
Copy to: Docket
CA&A Div.
500
Mr. Houk
Region IV (2)

E-561

For royalty payment of $945.57, dated September 28, 1960, see transmittal letter file.

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

SEP 19 1960

**Certified Mail**

Mr. Roy Herbert Fouts
Box 314
Franklin, North Carolina

Re: DMEA-2917 (Mica)
Roy Herbert Fouts
Allman Cove Mine
Macon County, North Carolina
Contract Idm-E561

Dear Mr. Fouts:

Reference is made to requests of June 29, 1960, and August 17, 1960, by the Acting Field Officer of Region IV, for payment of royalty due the Government on sales of mica to the Spruce Pine Depot. The efforts of our field representatives to collect this past due royalty have proven unsuccessful and the matter has been referred to this office for appropriate action.

Demand is therefore made for payment of $945.57 due on sales between January 21, 1960, and June 6, 1960, and royalty on final settlements on the last five lots. Please attach the settlement sheets with your check for all sales, including scrap and punch.

If you are not in position to pay this amount within sixty days, a substantial part payment and assurance of regular periodic payments to liquidate the balance will be considered by this office.

Sincerely yours,

(signed) FRANK E. JOHNSON

Acting Director

LGHouk/gla
9-19-60
cc to: Director's Reading File
CA&A Division
Region IV (2)
Mr. Houk
Code 500
Docket
Chron

REGION IV

AUG 17 1960

Mr. Roy Herbert Fouts
Box 314
Franklin, North Carolina

Re: DMEA-2917 (Mica)
Roy Herbert Fouts
Allman Cove Mine
Macon County, North Carolina
Contract Idm-E561

Dear Mr. Fouts:

Reference is made to my letter of June 29, 1960, requesting payment of the royalty due the Government.

The Spruce Pine Depot records show you owe royalty on receipts of $18,911.39 through June 6, 1960, plus additional royalty on any final settlements you have received. Please send your check for royalty due on these sales, and include any royalty on later mica sales.

If payment is not received within 30 days the matter will be referred to the Washington office for appropriate action for collection.

Sincerely yours,

Lawrence G. Houk

Lawrence G. Houk
Acting Field Officer
Region IV

LGHouk/gad/fw-8/17/60

cc: Washington Office docket
CA&A Div.
Reg. IV
Chron (Mr. Houk)

800

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

JUN 29 1960

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

Re: DMEA-2917, Idm-E561-mica
Allman Cove Mine
Macon County, N. C.

Dear Mr. Fouts:

A check on sales of mica was made at the Government Mica Purchasing Depot in Spruce Pine, North Carolina during the week of June 12.

The check shows that 1483.94 pounds of trimmed mica from the Allman Cove mine were sold to the Depot between January 21, 1960 and June 6, 1960. The value of this mica, not including the final settlement on the last five sales amounts to $18,911.39 on which the royalty at 5 percent amounts to $945.57. A check for this amount, plus the royalty on the final settlement of the last five sales of trimmed mica and any punch or scrap should be paid as soon as possible.

Please attach settlement sheet with your check for royalty on all sales.

Very truly yours,

Lawrence G. Houk
Acting Field Officer
Office of Minerals Exploration
Region IV

VJL/sm
cc
Lynch
Knoxville file
Houk (Washington)

E-561

For royalty payment of $364.10, dated May 31, 1960, see transmittal letter file.

TRIPLICATE Treasury Department Circular No. 945 - Rev., Supp. 1 (Third Amendment). Promulgated Sept. 11, 1957 by Treasury Department, Fiscal Service.

# CERTIFICATE OF DEPOSIT
Standard Form 219

2/17/60 (Date sent)

14-23-070-25 (Deposit No.)

Identification of Accountable Officer Affected

(1) Office Deposit Symbol: 5369

(2) For Consolidated Abstract of Treasury Regional Office at (city and state): Oak Ridge, Tennessee

(3) The Sum of $ 200.00

Deposited with Hamilton National Bank, Knoxville, Tennessee
(Name and location of depositary)

(4) Classification of Deposit

| Account Symbol | Amount | Account Symbol | Amount |
|---|---|---|---|
| 14X4401 | $ 200.00 | (Idm-E561 Roy H. Fouts - Royalty Payment) | $ |

(6) Department or Agency and address whose accounts are credited, IF OTHER THAN depositing agency.

(5)
Office of Minerals Exploration
U. S. Bureau of Mines, Dept. of Interior
Helen R. Miller, Adm. Asst.
P. O. Box 217, Norris, Tennessee

Depositor's title, Department or Agency and address. If deposit is made for another accounting entity, identify in (6).

(7) SPACE BELOW TO BE USED BY DEPOSITARY ONLY. I certify that the above amount has been received for credit in the account of the Treasurer of the United States on the date shown, subject to adjustment for uncollectible items included therein.

(Authorized signature)

FEB 17 1969

(Date of credit in Treasurer's account)

Depositary will date, sign and forward to depositor for his retained copy.

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

| EXTRA COPY O. M. E. RECEIVED FEB 1 1960 | | |
|---|---|---|
| DATE | INITIALS | CODE |
| | | 800 |
| | | |
| | | |
| | | |
| | | |
| | | |

January 29, 1960

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

Re: DMEA-2917, Idm-E561-mica.
Allman Cove Mine
Macon County, N.C.

Dear Mr. Fouts:

We have recently completed a check of the mica sales made to the Government Mica Purchasing Depot at Spruce Pine, North Carolina.

The records show that a total of 1047.9 pounds of trimmed mica from the Allman Cove mine was sold between May 6, 1959 and January 12, 1960. The total value of this mica was $15,135.44 and the royalty at 5 percent would be $756.77. However, you had previously paid $204.90 in royalties which leaves a balance due of $551.87. We would appreciate having your check for that amount plus any royalties which may be due from the sales of punch or scrap mica.

Sincerely yours,

V. J. Lynch, Acting Executive
Officer, OME - Region V

VJL/xm
cc
Opr. Com-2
Lynch
Files

E 561 Roy Herbert Fouts DMEA-2917

Full trimmed ruby mica

| Lot No. | Pounds | Initial Payment Date | Initial Payment Amount | Final Payment Date | Final Payment Amount | Total Payment | Royalty |
|---|---|---|---|---|---|---|---|
| 709 | 13.82 | 5-6-59 | $ 7716 | 5-27-59 | $ 9647 | $ 17363 | $ 868 |
| 711 | 19.06 | 5-8 | 15314 | 5-27 | 17178 | 32492 | 1625 |
| 763 | 39.69 | 6-4 | 30346 | 6-18 | 24542 | 54888 | 2745 |
| 743 | 33.51 | 6-10 | 26558 | 6-10 | 24047 | 50605 | 2530 |
| 806 | 46.05 | 6-25 | 35620 | 7-15 | 25130 | 60750 | 3038 |
| 8 | 42.00 | 7-6 | 40732 | 7-24 | 13669 | 54401 | 2720 |
| 29 | 45.31 | 7-13 | 33145 | 8-5 | 21223 | 54368 | 2718 |
| 60 | 50.87 | 7-23 | 38609 | 8-13 | 23638 | 62247 | 3112 |
| 87 | 45.82 | 8-4 | 39557 | 8-24 | 32005 | 71562 | 3578 |
| 221 | 51.44 | 9-11 | 49284 | 10-8 | 26810 | 76094 | 3805 |
| 252 | 75.50 | 9-25 | 79173 | 10-21 | 51642 | 130815 | 6541 |
| 277 | 46.87 | 10-2 | 41125 | 10-30 | 18549 | 59674 | 2984 |
| 301 | 41.75 | 10-9 | 35800 | 11-9 | 18000 | 53800 | 2690 |
| 315 | 41.49 | 10-16 | 32989 | 11-13 | 25920 | 58909 | 2945 |
| 329 | 34.44 | 10-23 | 30661 | 11-16 | 21614 | 52275 | 2614 |
| 351 | 44.31 | 11-2 | 37050 | 11-20 | 25171 | 62221 | 3111 |
| 365 | 41.44 | 11-6 | 48062 | 12-1 | 25657 | 73719 | 3686 |
| 380 | 39.56 | 11-13 | 34443 | 12-4 | 22707 | 57150 | 2858 |
| 407 | 34.62 | 11-20 | 36349 | 12-10 | 27169 | 63518 | 3176 |
| 165 | 87.92 | 8-28 | 81535 | 9-18 | 49159 | 130694 | 6535 |
| 436 | 40.19 | 12-2 | 37187 | 12-18 | 26966 | 64153 | 3208 |
| 458 | 41.82 | 12-9 | 31179 | 12-23 | 20536 | 51715 | 2588 |
| 493 | 46.61 | 12-22 | 44629 | 1-7-60 | 25170 | 69799 | 3490 |
| 524 | 37.81 | 1-12-60 | 27976 | 1-22-60 | 22356 | 50332 | 2517 |
| | 1041.90 | | | | | $ 1513544 | $ 75682 |

756.77

| | | | |
|---|---|---|---|
| Scrap | 9,170 lbs | $ 143.56 | $ 7.18 |
| Punch | 1.586 " | 101.04 | 5.05 |
| Trimmed | 1,041.90 | 15,135.44 | 756.77 |
| | | 15,380.04 | $ 769.00 |

Payments

| | |
|---|---|
| 11-4-59 | $ 204.90 |
| 2-17-60 | 200.00 |
| 5-31-60 | 364.10 |
| | $ 769.00 |

TRIPLICATE Treasury Department Circular No. 945 - Rev., Supp. 1 (Third Amendment). Promulgated Sept. 11, 1957 by Treasury Department, Fiscal Service.

**CERTIFICATE OF DEPOSIT**
**Standard Form 219**

11/4/59 (Date sent)

14-23-070-14 (Deposit No.)

Identification of Accountable Officer Affected

(1) Office Deposit Symbol: 5369

(2) For Consolidated Abstract of Treasury Regional Office at (city and state): Oak Ridge, Tennessee

Deposited with Hamilton National Bank, Knoxville, Tennessee (Name and location of depositary)

(3) The Sum of $ 289.50

(4) Classification of Deposit

| Account Symbol | Amount | Account Symbol | Amount |
|---|---|---|---|
| 14X4401 | $ 289.50 (Idm-E561 Roy H. Fouts - Royalty Payment) | | $ |

(6) Department or Agency and address whose accounts are credited, IF OTHER THAN depositing agency.

(5) Defense Minerals Exploration Administration
Bureau of Mines, Dept. of Interior
Helen R. Miller, Adm. Asst.
P. O. Box 217
Morris, Tennessee

Depositor's title, Department or Agency and address. If deposit is made for another accounting entity, identify in (6).

(7) SPACE BELOW TO BE USED BY DEPOSITARY ONLY. I certify that the above amount has been received for credit in the account of the Treasurer of the United States on the date shown, subject to adjustment for uncollectible items included therein.

(Authorized signature)

(Date of credit in Treasurer's account)

Depositary will date, sign and forward to depositor for his retained copy.

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

EXTRA COPY
O. M. E.
RECEIVED OCT 14 1959

| DATE | INITIALS | CODE |
|---|---|---|
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| | | |
| | | |
| | | |

October 12, 1959

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

Re: DMEA-2917-mica
Allman Cove Mine
Macon County, North Carolina
Contract Idm-E661

Dear Mr. Fouts:

Inspection of our records indicates that a total of $138.65 is due the Government as royalties on mica sales from the Allman Cove mine. Of this amount, $84.60 represents 5% of the value of sales by the Mica Mining Corporation (L. L. Hubble, Mgr.) and the rest, $54.05 is 5% of the value of sales made by you after resuming operation of the mine.

As you are again operating the mine, the "complete abandonment by the Operator of all interest in or operations on the land for a period of 10 years from the date of the contract" has not been accomplished. Therefore, since Mica Mining Corporation was not a party to the exploration contract, I must request payment of royalty on their sales from you. Please send me your check for $138.65, with sales slips or other documentary evidence of the sales made by you.

Sincerely yours,

Robert A. Laurence
Executive Officer, OME
Region V

RAL/am
cc
Opr. Con.-2
Lynch
Files

Remittance received with Fouts letter 11/2/59
Less credit to Fouts $ 204.90
" " Mica Mg Corp 84.60
Total $ 289.50

OCT 6 1959

Memorandum

To: Executive Officer, OME Field Team, Region V

From: Chairman, Operating Committee

Subject: Docket No. DMEA-2917 (Mica)
Roy Herbert Fouts
Allman Cove Mine
Macon County, North Carolina
Contract No. Idm-E561

The Semi-Annual Report of Certified Project for the period January 1 to July 1, 1959, states that Roy Herbert Fouts is again operating the Allman Cove mine and has made sales on which Government royalty due amounting to $54.05 will be paid as soon as final settlement sheets are received from the Spruce Pine Mica Depot.

Inasmuch as Mr. Fouts has resumed operation of the property it is clear that "complete abandonment by the Operator of all interest in or operations on the land for a period of 10 years from the date of the contract" has not been accomplished. Thus he is liable for the payment of the Government's royalty on all sales of production to date, including sales on which royalty of $84.60 is reported due from the Mica Mining Corporation. Accordingly, it is suggested that you request payment of this amount from Mr. Fouts.

In the event that collection cannot be made from him, the Government's lien for royalty due may be enforced against Elisa Cobb Grist and Paul L. Grist under provisions of the Owner's Consent to Lien executed by them.

George C. Selfridge

Chairman, Operating Committee

APPROVED:

Frank D. Lamb

Member, Bureau of Mines

Harold Kirkemo

Member, Geological Survey

CEFisher/ama
October 2, 1959

Copy to: Docket
Director's Reading File
Operating Committee
CA & A Division
Mr. M. L. Skow, USBM
Mr. Harold Kirkemo, USGS

(2) 800
(3) 225
SEP 29 1959

Memorandum

To: Acting Director
Office of Minerals Exploration

From: Associate Solicitor
Division of Mineral Resources

Subject: Operators liability for royalties
Docket No. DMEA-2917 (Mica)
Roy Herbert Fouts
Allman Cove Mine
Macon County, North Carolina
Contract No. Idm-E561

Your memorandum of September 24 to the Associate Solicitor, Division of Mineral Resources, enquires as to the liability for royalty of the original lessee-operator under the exploration contract who has resumed possession and operation of the property after a period of operations by others.

You refer to our memorandum dated March 22, 1957, regarding another contract: Idm-E523, DMEA-2841, Foote Mineral Company, which you point out "states that surrender of the leasehold, coupled with abandonment of all interest in the land for a period of ten years from the date of the contract, excuses both the operator and the landlord from the payment of royalty if the contract is on the February 1952 Form MF-200 and the 'abandonment clause' has not been eliminated. It is further stated that, should the operator regain any interest in the land during the ten-year period, liability for royalty would resume."

We find nothing in the facts stated by you regarding the subject Fouts contract nor in the file thereof that indicate that Fouts abandoned his interest in the land. Even if he did initiate an abandonment by leaving the property to others (which does not appear), yet his resumption of possession and operation within the ten-year period would prevent that action from becoming effective as an abandonment within the definition

of that term in the contract.

Your understanding of the matter, as stated in the last paragraph of your memorandum, is entirely correct.

Charles M. Seller
Associate Solicitor

JLHefflund/jfg 9/29/59

cc: Solicitor's Docket
Mr. Seller
Mr. Hefflund
Mr. Lynch

SEP 24 1959

Memorandum

To: Associate Solicitor, Division of Mineral Resources

From: Acting Director, Office of Minerals Exploration

Subject: Docket No. DMEA-2917 (Mica)
Roy Herbert Fouts
Allman Cove Mine
Macon County, North Carolina
Contract No. Idm-E561

The subject contract dated July 2, 1953, was prepared on Form MF-200(A) (February 1952) and contained an "abandonment clause" in Article 7. The land, which was the subject of the contract, was owned by Eliza Cobb Grist and Paul L. Grist, who signed Form MF-203, Owner's Consent to Lien. A certification of discovery or development was issued on May 17, 1954.

Roy Herbert Fouts, the Operator named in the contract, conducted the exploration and operated the mine through 1955 and paid royalty aggregating $2,811.29 on sales during that period. In 1956 and 1957 the mine was operated by Chain Mica Company, from whom royalty amounting to $264.59 was collected. Subsequently the mine was operated by Mica Mining Corporation, from whom royalty in the amount of $41.39 was collected; however, that company made additional sales of mica from the property amounting to $1,692.10, on which Government royalty at 5 percent would amount to $84.60. This latter amount has not been collected.

The Semi-Annual Report of Certified Project for the period January 1, 1959, to July 1, 1959, submitted by V. J. Lynch, mining engineer, OME, Region V, states that Mica Mining Corporation no longer operates in the area and that Roy H. Fouts is the present operator of the mine and will pay all royalty that he owes as soon as final settlement sheets are received from the Spruce Pine Mica Purchase Depot. Mr. Fouts is one of our better operators and we do not anticipate any trouble collecting Government royalty on any sales of production by him.

The Associate Solicitor's memorandum dated March 22, 1957, pertaining to Contract No. Idm-E523, Docket No. DMEA-2841, Foote Mineral Company, states that surrender of the leasehold, coupled with abandonment of all interest in the land for a period of ten years

from the date of the contract, excuses both the operator and the landlord from the payment of royalty if the contract is on the February 1952 Form MF-200 and the "abandonment clause" has not been eliminated. It is further stated that, should the operator regain any interest in the land during the ten-year period, liability for royalty would resume.

Will you please confirm or correct my understanding that as Mr. Foute resumed operation of the property during the ten year period there was no valid abandonment by him and that he is liable for the royalty on sales of production by Mice Mining Corporation which that company failed to pay? It is also my understanding that the Government has a valid lien on the property for such royalty which may be enforced against the landowners if Mr. Foute should fail to pay.

CEFisher/ama
September 16, 1959

Copy to: Docket
Director's Reading File
CA & A Division

E-561

For Certificate of Deposit No. 83, dated May 8, 1958, giving royalty payment of $1.71, see E-311.

DATE
800

March 20, 1958

Mr. L. L. Hubble
Mica Mining Corporation
P. O. Box 489
Franklin, North Carolina

Re: Docket No. DMEA-2917 (Mica)
Allman Cove Mine
Macon County, North Carolina
Contract No. Idm-E561

Dear Mr. Hubble:

On February 17, 1958, I wrote to you, requesting payment of $72.84 which is due the Government as its 5 percent royalty on two sales of mica totalling $1456.81. No reply to that letter has been received.

We cannot postpone indefinitely the collection of royalties due the Government. If payment is not received within 30 days of the date of this letter, it will be referred to our Washington office for appropriate action.

Sincerely yours,

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

RAL/mg
cc - Operating Committee (2)
Mr. V. J. Lynch
File

TRIPLICATE

STANDARD FORM 1081 (Formerly Cert. of Deposit, Form 1)
Promulgated Oct. 1, 1945, by Treasury Dept., Fiscal Service

COPY

# THIS DEPOSIT IS NOT SUBJECT TO CHECK

Oak Ridge, Tennessee

DEPOSIT NO. 14-23-070-74

For credit of 5369 Br. Trsy. Regional Office, Oak Ridge, Tenn. 3/11/58
(Name, title, and disbursing or other identification symbol of accountable officer) (Date of deposit)

deposited with Hamilton National Bank, Knoxville, Tennessee
(Name and location of depositary)

$ 20.33

for accounts listed below. SCHEDULE NOS.

| ACCOUNT SYMBOL | TITLE OF ACCOUNT TO BE CREDITED | AMOUNT |
|---|---|---|
| 14X401 | Idm-E561 Chain Mica Co. (Royalty Payment) | 18.66 |
| | Idm-E1082 Moody Rock Mining Co. (Royalty Payment) | 1.67 |

(Depositor will insert below his name, title, Department or Agency concerned, and his address)

Defense Minerals Exploration Administration
Bureau of Mines, Dept. of Interior
Helen R. Miller, Personal Asst.
P. O. Box 217
Norris, Tennessee

SPACE BELOW TO BE USED BY DEPOSITARY ONLY

I certify that the above amount has been received for credit in the account of the Treasurer of the United States on the date shown, subject to adjustment for uncollectible items included therein.

/s/ W. C. Able
(Authorized signature)

March 11, 1958
(Date of credit in Treasurer's account)

DEPOSITARY WILL DATE, SIGN, AND RETURN THIS TO DEPOSITOR FOR HIS RETAINED COPY

16—59686b-1 GPO

DMEA
RECEIVED APR 21 1958

| DATE | INITIALS | CODE |
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| 4/21 | H.S. | 225 |
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ROYALTY
AUDIT REPORT

DEFENSE MINERALS EXPLORATION ADMINISTRATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

ROYALTY AUDIT CERTIFICATE

I have examined the production records and sales documents pertaining to the sale of mica produced from Allman Cove Mine, located in Macon County, North Carolina, for the period July 2, 1953, to February 14, 1958, on which royalty is due the U. S. Government under terms of Contract Ldm-2961, Docket No. DMEA-2917 (Mica), dated July 2, 1953, with

Ray Herbert Fouts

Franklin, North Carolina

My examination was made in accordance with generally accepted standards applicable in the circumstances.

The audit established the total sales of mica for this period, subject to DMEA royalty, to be $63,802.50. Royalty due the Government at the 5 percent rate specified in the contract is $3,190.11. A Report of Royalty Review dated March 9, 1955, prepared by the undersigned indicated sales to that date amounted to $34,295.00 and the status of the royalty account to be:

| | |
|---|---|
| Total Royalty Due | $1,714.72 |
| Total Royalty Paid | 1,714.72 |
| Balance Royalty Due | $ -0- |

As of February 14, 1958, the royalty account of this project was found to be:

| | |
|---|---|
| Total Royalty Due | $3,190.11 |
| Total Royalty Paid | 3,098.61 |
| Balance Royalty Due | $ 91.50 |

C. E. Fisher

C. E. Fisher, Auditor

February 24, 1958

# ROYALTY AUDIT REPORT

## I. INTRODUCTION

On February 13 and 14, 1958, an audit was made of the production records and sales documents pertaining to the sale of mica produced from Allman Cove Mine, located in Macon County, North Carolina, for the period July 2, 1953, to February 14, 1958, on which royalty is due the U. S. Government under terms of Contract Idm-E561, Docket No. DMFA-2917 (Mica), dated July 2, 1953, with

Ray Herbert Fouts

Franklin, North Carolina

Production of mica on which royalty is due the Government has been accomplished by the Operator named in the exploration contract and by two companies who operated the mine subsequent to discontinuance of operations by Ray Herbert Fouts.

Mr. William A. Beck, mining engineer, DMFA Region V, Knoxville, Tennessee, accompanied this auditor and rendered valuable assistance in the conduct of the audit which was accomplished in Franklin, North Carolina.

## II. GENERAL INFORMATION

The exploration contract provides that should the Government, within 6 months after completion or termination of the exploration project certify that a discovery or development has resulted from the work, the Operator and his successor in interest shall be obligated to pay a percentage royalty on the net smelter returns or other net proceeds realized from the ore, concentrates, or metals produced within 10 years from the date of the contract, until the total amount contributed by the Government, without interest, is fully repaid or said 10 years have elapsed, whichever occurs first. A certificate of discovery or development was issued on May 17, 1954.

According to a Report of Review issued in lieu of final audit dated April 26, 1954, prepared by E. B. Talbert, DMFA Auditor, the total accepted costs of the exploration amounted to $7,252.00, with the Government's contribution, on a 90 percent basis, being $6,526.80.

## III. SCOPE OF AUDIT AND FINDINGS

### A. Conference with Examining Engineer

A conference with the examining engineer (Mr. Beck) disclosed that the only production from this mine consisted of mica. After processing it is sold to the Mica Purchase Depot, Spruce Pine, North Carolina, as sheet mica. All scrap or punch mica resulting from the processing is sold to local dealers in such products. All production is sold as soon as a saleable quantity is available.

B. Audit of Settlement Statements

A considerable amount of preaudit work was accomplished in the DMEA office, Region V, Knoxville, Tennessee, prior to the field audit. During this preaudit work a statement of royalty received was prepared from copies of settlement documents relating to sales of mica. These documents were furnished by the operators of the mine in support of royalty remittances to the regional office. The royalty receipts were verified with deposits made by the regional Finance Officer. All of the data included in the statement were confirmed by recomputation. This statement, which is filed as a part of my audit work papers, was also verified with the records of the Mica Purchase Depot. Sales to that depot accounted for more than 96 percent of the total dollar value of all sales subject to royalty.

Ray Herbert Feute conducted the exploration work and operated the mine through 1955. His production and sales records were examined at his home in Franklin, North Carolina, on February 13, 1958. It was determined that proper royalty had been paid to the Government on all production and sales of mica accomplished during the period of his operation. (Mr. Feute also operated Eagle Cope Mine, Docket DMEA-2926, Contract Ida-F516, for a short period of time. His records pertaining to that operation were also reviewed. A separate audit report is being made with respect to such operations.)

During 1956 and 1957, the mine was operated by Chain Mica Company, a partnership. The records pertaining to that operation were made available for audit by Chas. A. Conley, Jr., and Ralph Hanson, two of the partners, at the Conley Motor Company, Franklin, North Carolina, where they are employed. The audit revealed that additional royalty was due to the Government in the amount of $18.66 computed as follows:

| Sold to | Mica | Proceeds |
|---|---|---|
| Tom Red Sanders | 13.30 lbs. sheet | $ 64.65 |
| Franklin Mineral Products Co. | 6,095 lbs. scrap | 95.91 |
| Tar Heel Mica Co. | * punch | 27.66 |
| Rae Wendy | * punch | 140.79 |
| Milton Buchanan | * Punch | 44.25 |
| | Total | $373.26 |
| | Royalty - 5% | $ 18.66 |

*Quantities not available . Estimated for report purposes as amounting to 2,127 pounds based on average selling price of 10 cents per pound.

Mr. Hanson promised to remit the amount of $18.66 to the Knoxville office as soon as he can contact all of the partners.

In the fall of 1957, Mica Mining Corporation acquired the interest of Chain Mica Company in the mining property. One sale of sheet mica was made to the Mica Purchase Depot by the latter company for the account of Mica Mining Corporation. The royalty due to the Government was paid on that sale.

The records of Mica Mining Corporation, Box 489, Franklin, North Carolina, were made available by L. L. Bubble, president of the company, at his motel room in Franklin, North Carolina, on February 14, 1958. The audit revealed that additional royalty is due the Government in the amount of $72.84, computed as follows:

| Sold to | Date | Item | Proceeds |
|---|---|---|---|
| Mica Purchase Depot | 12-18-57 | 125.46 lbs. sheet | $1,426.89 |
| Franklin Mineral Products Co. | 2-1-58 | 1,870 lbs. scrap | 29.92 |
| | | Total | $1,456.81 |
| | | Royalty - 5% | $ 72.84 |

Mr. Bubble promised to remit the royalty due within 10 days and to pay the royalty on future sales promptly when such sales are consummated.

## IV. CONCLUSION

A summary analysis of the production and sales of mica from Allman Cove Mine during the period July 2, 1953, to February 14, 1958, follows:

| Mica | Pounds | Proceeds | Royalty Due | Royalty Paid | Royalty Unpaid |
|---|---|---|---|---|---|
| **Rev Herbert Fonts** | | | | | |
| Sheet | 2,906.39 | $54,190.73 | | | |
| Punch | 15,779.00 | 1,679.94 | | | |
| Scrap | 23,268.00 | 355.43 | | | |
| Totals | 42,043.39 | $56,226.10 | $2,811.29 | $2,811.29 | $-0- |
| **Chain Mica Company** | | | | | |
| Sheet | 311.06 | $ 4,983.11 | | | |
| Punch | 2,127.00 | 212.70 | | | |
| Scrap | 6,095.00 | 95.91 | | | |
| Totals | 8,533.06 | $ 5,291.72 | 264.59 | 245.93 | 18.66 |
| **Mica Mining Corporation** | | | | | |
| Sheet | 169.71 | $ 2,254.76 | | | |
| Scrap | 1,870.00 | 29.92 | | | |
| Totals | 2,039.71 | $ 2,284.68 | 114.23 | 41.39 | 72.84 |

| Mine | Pounds | Proceeds | Royalty Due | Royalty Paid | Royalty Unpaid |
|---|---|---|---|---|---|
| | Summary | | | | |
| Sheet | 3,477.16 | $61,428.60 | | | |
| Punch | 17,906.00 | 1,892.64 | | | |
| Scrap | 31,233.00 | 481.26 | | | |
| Totals | 52,616.16 | $63,802.50 | $3,190.11 | $3,098.61 | $91.50 |

The audit has confirmed the accuracy and propriety of the royalty payments received by the regional Finance Officer. It has also determined that all indicated sales of mica during the period covered by the audit, except as indicated above, have been properly accounted for.

C. E. Fisher, Auditor

February 24, 1958

Check Sheet of Examining Engineer

Allman Cove Mine

Operator's Name Roy Herbert Fouts

Address Franklin, N.C. Present Operator; Mica Mining Corp. P.O. Box 489, Franklin, N.C.

Exploration Contract No. Idm-E561 Docket No. DMEA-2917

| | Check One Yes | Check One No |
|---|---|---|
| 1. (a) Does the Operator stockpile ore subject to royalty repayment? | | X |
| (b) If so, is segregation and identification procedure adequate? | | |
| 2. (a) Does Operator commingle production subject to DMEA royalties with exempt production? | | X |
| (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? | X | |
| (b) If so, are adequate records maintained on such material to protect the Government's interest? | X | |
| 4. Do you consider the assay controls in effect are adequate? | X | |
| 5. Do you consider that the manner of disposing of production gives the Government its fair royalty returns? | X | |
| 6. Do your periodic examinations of operations indicate the Operator is properly reporting his production of ores subject to DMEA royalties? | | X |
| 7. Does the Operator buy from or sell to other Operators? | | X |

8. Comment on any item 2 (b) to 6 if answer is No.

**3(a) Operator stockiles mica scrap until a sufficient amount is obtained to make a sale.**

**6. Present Operator has not reported any production todate.**

Wm. A. Beck Mining Engineer

Date 2-14-58

82448

MAR 1 3 1958

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

Re: Docket No. DMEA-2917 (Mica)
Roy H. Fonts
Allman Cove Mine
Macon County, North Carolina
Contract No. Idm-E561

Dear Mr. Laurence:

This office does not object to having a copy of the royalty audit report and certificate sent to the landowners as suggested in your memorandum dated March 7, 1958.

When a mining property is being operated at the time of a royalty audit and the royalty payments are found to be on a current basis, only the Operator should be furnished a copy of the report. If the Operator is delinquent in the payment of royalty the landowner should be furnished a copy of the report to put him on notice that he may become liable for the royalty in the event collection cannot be made from the Operator. If the property is not in operation at the time of the audit a copy of the report should be furnished to the landowner as information.

Sincerely yours,

(Signed) J. L. Chambers

Jay L. Chambers, Director
Contract Administration
and Audit Division

CEFisher/ama
March 13, 1958

Copy to: Docket
Admr. Reading File
Mr. Chambers

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

March 7, 1958

DMEA
RECEIVED MAR 10 1958
DATE | INITIALS | CODE
3/10 | C | 220
| | 800

Memorandum

To: Jay L. Chambers, Director Contract Administration and Audit Division - DMEA

From: Executive Officer, DMEA - Region V - Knoxville, Tenn.

Subject: DMEA-2917, Idm-E561(mica) Roy H. Fouts, Franklin, N.C. Allman Cove Mine, Macon County, N.C.

Reference is made to your letter of March 3, transmitting Mr. Fisher's February 24 royalty audit certificate and report.

We are in agreement with the findings, and I have distributed the copies as requested. However, it appears to me that a copy should also be sent to the land owners, Paul L. and Eliza Cobb Grist, of Franklin., who signed the Owner's Consent to Lien.

Robert A. Laurence

Robert A. Laurence

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

March 7, 1958

RECEIVED MAR 10 1958
DATE

Memorandum

To: Jay L. Chambers, Director Contract Administration and Audit Division - DMEA

From: Executive Officer, DMEA - Region V - Knoxville, Tenn.

Subject: DMEA-2917, Idm-E561(mica) Roy H. Fouts, Franklin, N.C. Allman Cove Mine, Macon County, N.C.

Reference is made to your letter of March 3, transmitting Mr. Fisher's February 24 royalty audit certificate and report.

We are in agreement with the findings, and I have distributed the copies as requested. However, it appears to me that a copy should also be sent to the land owners, Paul L and Eliza Cobb Grist, of Franklin., who signed the Owner's Consent to Lien.

Robert A. Laurence

RAL/sm
cc
Lynch
Files

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

Re: Docket No. DMEA-2917 (Mica)
Roy Herbert Fouts
Allman Cove Mine
Avery County, North Carolina
Contract No. Ida-F561

Dear Mr. Laurence:

I am enclosing the original and four copies of Mr. Fisher's royalty audit certificate and report dated February 24, 1958, pertaining to the subject contract.

If you concur with the findings, the original certificate and report should be forwarded to the Regional Finance Officer, one copy should be retained in your files, and copies should be sent to Roy Herbert Fouts, Chain Mica Company, and Mica Mining Corporation for their information.

Sincerely yours,

(Signed) J. L. Chambers

Jay L. Chambers, Director
Contract Administration
and Audit Division

Enclosures

CEFisher/sma
March 3, 1958

Copy to: Docket
Admr. Reading File
Helen R. Miller
Mr. Chambers

RECEIVED FEB 20 1958
DATE | INITIALS | CODE
800

February 18, 1958

Mr. Ralph Henson
Chain Mica Company
c/o Conley Motor Co.
Franklin, N. C.

Re: Docket No. 2917-mica
Allman Cove Mine
Macon County, N. C.
Contract No. Idm-E561

Dear Me. Henson:

The recent audit of your sales from the subject mine discloses that the Government has not received its royalty on sales for which you received $373.26. These sales are as follows:

Scrap Mica

| Date | Sold to | Pounds | Value |
|---|---|---|---|
| 9-7-56 | Franklin Minerals Prod. Co. | 1320 est. | $19.80 |
| 10-1-56 | " " " " | 1770 " | 26.55 |
| 12-5-56 | " " " " | 825 | 12.37 |
| 2-14-57 | " " " " | 945 | 14.17 |
| 8-2-57 | " " " " | 1235 | 23.02 |

Punch and Skimmings

| | | | |
|---|---|---|---|
| 10-18-56 | Tar Heel Mica Co. | 1-Lot | 27.66 |
| 2-7-57 | Milton Buchanan | 1- " | 39.25 |
| 2-23-57 | " " | 1-" | 5.00 |
| 7-25-57 | Roe Woody | 1- " | 124.44 |
| 7-25-57 | " " | 1- " | 16.35 |

Sheet Mica

| | | | |
|---|---|---|---|
| 3-26-57 | To Government Depot | 13.30 | 64.65* |
| | | | 373.26 |

* This is a sale made by Tom Red Sanders for which he received $129.30 and was paid one-half its value for processing.

Royalty on the above is $18.66. Please send your check in this amount made payable to Defense Minerals Exploration Administration to this office at your earliest convenience.

Very truly yours,

Robert A. Laurence
Executive Officer, DMEA
Region V

WAB/zm
cc
Opr. Com.-2
Lynch
Files

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

EXTRA COPY
DMEA
RECEIVED FEB 19 1958

| DATE | INITIALS | CODE |
|---|---|---|
| | | 800 |

February 17, 1958

Mr. L. L. Hubble
Mica Mining Corporation
P.O. Box 489
Franklin, North Carolina

Re: DMEA-2917, Idm-E561-Mica
Allman Cove Mine
Macon County, North Carolina

Dear Mr. Hubble:

The recent audit of your sales from the subject mine disclose that the Government has not received its royalty on sales for which you received $1,456.81. These sales are as follows:

Sheet mica

| Date | Sold to | Pounds | Value |
|---|---|---|---|
| 12-18-57 | GSA Depot | 125.46 | $1,426.89 |

Scrap Mica

| | | | |
|---|---|---|---|
| 2-1-58 | Franklin Minerals Product Corp. | 1870.00 | 29.92 |
| | | | $1,456.81 |

The Government royalty due on the above at 5 percent is $72.84. Please send your check in this amount made out to the order of Defense Minerals Exploration Administration to this office at your earliest convenience.

Very truly yours,

Robert A. Laurence
Executive Officer, DMEA
Region V

WAB/zm
cc:

Opr. Com-2

TRIPLICATE

STANDARD FORM 201 (Formerly Cert. of Deposit, Form 1)
Promulgated Oct. 1949 by Treasury Dept., Fiscal Service

# THIS DEPOSIT IS NOT SUBJECT TO CHECK

Oak Ridge, Tennessee

DEPOSIT NO. 14-23-070-53

For credit of 5369 Br. Trsy. Regional Office, Oak Ridge, Tenn. 12/20/57
(Name, title, and disbursing or identification symbol of accountable officer) (Date sent)

deposited with Hamilton National Bank, Knoxville, Tennessee
(Name and location of depositary)

$ 553.28

for accounts listed below. SCHEDULE NOS.

| ACCOUNT SYMBOL | TITLE OF ACCOUNT TO BE CREDITED | AMOUNT |
|---|---|---|
| 14X4401 | Idm-E977 Hawk Mining Company (Royalty Payment) | 273.74 |
| | " " " " " " " | 238.15 |
| | Idm-E561 Allman Cove Mine (Royalty Payment) | 41.39 |

(Depositor will insert below his name, title, Department or Agency concerned, and his address)

Defense Minerals Exploration Administration
Bureau of Mines
Department of Interior
Helen R. Miller, Personal Assistant
P. O. Box 217, Norris, Tennessee

SPACE BELOW TO BE USED BY DEPOSITARY ONLY

I certify that the above amount has been received for credit in the account of the Treasurer of the United States on the date shown, subject to adjustment for uncollectible items included therein.

(Authorized signature)

DEC 20 1957
(Date of credit in Treasurer's account)

DEPOSITARY WILL DATE, SIGN, AND RETURN THIS TO DEPOSITOR FOR HIS RETAINED COPY

16—59686b-1 GPO

OFFICIAL FILE COPY
DMEA
RECEIVED

| DATE | | |
|---|---|---|
| 12/23/ | S.H. | 325 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Oak Ridge, Tennessee

# THIS DEPOSIT IS NOT SUBJECT TO CHECK

DEPOSIT NO. 14-23-070-28

For credit of 5369 Br. Trsy. Regional Office, Oak Ridge, Tenn. 9-24-57
(Name, title, and disbursing or [redacted] identification symbol of accountable officer) [redacted]te sent)

deposited with Hamilton National Bank, Knoxville, Tennessee
(Name and location of depositary)

$ 88.04

for accounts listed below. SCHEDULE NOS.

| ACCOUNT SYMBOL | TITLE OF ACCOUNT TO BE CREDITED | AMOUNT |
|---|---|---|
| 14X4401 | Idn-E561 Roy H. Fouts (Royalty Payment) | 71.31 |
| | Idn-E687 Glen C. Rathburn (Royalty Payment) | 16.73 |

(Depositor will insert below his name, title, Department or Agency concerned, and his address)

Defense Minerals Exploration Administration
Bureau of Mines, Dept. of Interior
Helen R. Miller, Personal Assistant
P. O. Box 217
Norris, Tennessee

SPACE BELOW TO BE USED BY DEPOSITARY ONLY

I certify that the above amount has been received for credit in the account of the Treasurer of the United States on the date shown, subject to adjustment for uncollectible items included therein.

SEP 24 1957 (Authorized signature)

(Date of credit in Treasurer's account)

DEPOSITARY WILL DATE, SIGN, AND RETURN THIS TO DEPOSITOR FOR HIS RETAINED COPY

16—59686b-1 GPO

TRIPLICATE

STANDARD FORM 201 (Formerly Cert. of Deposit, Form 1)
Promulgated Oct. 1949 by Treasury Dept., Fiscal Service

OFFICIAL FILE COPY
D M E A
RECEIVED OCT 30 1957

| DATE | [illegible] | CODE |
|---|---|---|
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| | | |
| | | |
| | | |
| | | |

Oak Ridge, Tennessee

# THIS DEPOSIT IS NOT SUBJECT TO CHECK

DEPOSIT NO. 14-23-070-98

For credit of 1428 Br. Trsy. Regional Office, Oak Ridge, Tenn. 5/2/57
(Name, title, and disbursing or other identification symbol of accountable officer) (Date sent)

deposited with Hamilton National Bank, Knoxville, Tennessee
(Name and location of depositary)

$ 49.05

for accounts listed below. SCHEDULE NOS.

| ACCOUNT SYMBOL | TITLE OF ACCOUNT TO BE CREDITED | AMOUNT |
|---|---|---|
| 14X4401 | Idm-E561 Roy H. Fouts (Royalty Payment) | $ 49.05 |

(Depositor will insert below his name, title, Department or Agency concerned, and his address)

Defense Minerals Exploration Administration
Bureau of Mines, Dept. of Interior
Helen R. Miller, Adm. Asst.
P. O. Box 217
Norris, Tennessee

SPACE BELOW TO BE USED BY DEPOSITARY ONLY

I certify that the above amount has been received for credit in the account of the Treasurer of the United States on the date shown, subject to adjustment for uncollectible items included therein.

(Authorized signature)

(Date of credit in Treasurer's account)

DEPOSITARY WILL DATE, SIGN, AND RETURN THIS TO DEPOSITOR FOR HIS RETAINED COPY

16—59686b-1 GPO

TRIPLICATE

STANDARD FORM 201 (Formerly Cert. of Deposit, Form 1)
Promulgated Oct. 1949 by Treasury Dept., Fiscal Service

For Certificate of Deposit No. 86, dated March 26, 1957, giving royalty payment of $75.95, see E-98.

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

OFFICIAL FILE COPY
DMEA
RECEIVED MAR 28 1957

| DATE | INITIALS | CODE |
|---|---|---|
| 3/26 | C | 220 |
| 3/29 | [illegible] | 800 |

March 26, 1957

Mr. Ralph M. Henson
Chain Mica Co.
Franklin, N. C.

Re: DMEA-2917 Idm E561 (Mica)
Allman Cove Mine
Macon Co., N. C.

Dear Mr. Henson:

This will acknowledge, with thanks, receipt of your check for $75.95 in payment of Government royalties on mica from the Allman Cove Mine. I would greatly appreciate it if you will send me copies of your GSA sales slips, as we need these to complete our records. Please note that sales of scrap and punch are also subject to royalty at the same rate.

Very truly yours,

Robert A. Laurence
Executive Officer, DMEA
Region V

RAL/as
cc
Chambers
Laurence
Shirley
Files

E-561

For Certificate of Deposit No. 43, dated October 29, 1956, giving royalty payment of $49.62, see E-98.

E-561

For Certificate of Deposit No. 85, dated March 16, 1956, giving royalty repayment of $34.82, see E-98.

For Certificate of Deposit No. 64, dated January 19, 1956, giving royalty repayment of $11.23, see E-454.

E-561

For Certificate of Deposit No. 53, dated December 20, 1955, giving royalty repayment of $44.24, see E-432.

E-561

For Certificate of Deposit No. 41, dated November 17, 1955, giving royalty repayment of $86.15, see E-454.

TRIPLICATE

STANDARD FORM 201 (Formerly Cert. of Deposit, Form 1)
Promulgated Oct. 1949 by Treasury Dept., Fiscal Service

# THIS DEPOSIT IS NOT SUBJECT TO CHECK

Oak Ridge, Tennessee

DEPOSIT NO. 14-23-070-34

For credit of Dr. Tray, Regional Office, Oak Ridge, Tenn. 10/12/55
(Name, title, and disbursing or other identification symbol of accountable officer) (Date sent)

deposited with Hamilton National Bank, Knoxville, Tennessee
(Name and location of depositary)

$ 104.89

for accounts listed below. SCHEDULE NOS.

| ACCOUNT SYMBOL | TITLE OF ACCOUNT TO BE CREDITED | AMOUNT |
|---|---|---|
| 14X4401 | Idm-E-561 Roy H. Fouts (Royalty Payment) | $104.89 |

(Depositor will insert below his name, title, Department or Agency concerned, and his address)

Defense Minerals Exploration Administration
Bureau of Mines, Dept. of Interior
Helen R. Miller, Adm. Asst.
P. O. Box 217
Norris, Tennessee

SPACE BELOW TO BE USED BY DEPOSITARY ONLY

I certify that the above amount has been received for credit in the account of the Treasurer of the United States on the date shown, subject to adjustment for uncollectible items included therein.

(Authorized signature)

OCT 24 1955

(Date of credit in Treasurer's account)

DEPOSITARY WILL DATE, SIGN, AND RETURN THIS TO DEPOSITOR FOR HIS RETAINED COPY

16—59686b-1 GPO

E-561

For Certificate of Deposit No. 27, dated September 13, 1955, giving royalty repayment of $98.11, see E-410.

TRIPLICATE

STANDARD FORM 201 (Formerly Cert. of Deposit, Form 1)
Promulgated Oct. 1949 by Treasury Dept., Fiscal Service

THIS DEPOSIT IS NOT SUBJECT TO CHECK

Oak Ridge, Tennessee

DEPOSIT NO.: 14-23-070-20

For credit of 428 BR TRSY Regional Office, Oak Ridge, Tennessee 8/15/55
(Name, title, and disbursing or other identification symbol of accountable officer) (Date sent)

deposited with Hamilton National Bank, Knoxville, Tennessee
(Name and location of depositary)

$ 79.68

for accounts listed below. SCHEDULE NOS.

| ACCOUNT SYMBOL | TITLE OF ACCOUNT TO BE CREDITED | AMOUNT |
|---|---|---|
| 14X4401 | Idm-E561 Roy H. Fouts (Royalty Payment) | $ 79.68 |

(Depositor will insert below his name, title, Department or Agency concerned, and his address)

Defense Minerals Exploration Administration
Bureau of Mines, Dept. of Interior
Helen R. Miller, Adm. Asst.
P. O. Box 217
Norris, Tennessee

SPACE BELOW TO BE USED BY DEPOSITARY ONLY

I certify that the above amount has been received for credit in the account of the Treasurer of the United States on the date shown, subject to adjustment for uncollectible items included therein.

Minnie Newman Auditor
(Authorized signature)

AUG 15 1955
(Date of credit in Treasurer's account)

DEPOSITARY WILL DATE, SIGN, AND RETURN THIS TO DEPOSITOR FOR HIS RETAINED COPY

16—59686b-1 GPO

Oak Ridge, Tenn.

THIS DEPOSIT IS NOT SUBJECT TO CHECK

| DEPOSIT NO. |
|---|
| 14-23-070-6 |

For credit of 428 BR TRSY Regional Office, Oak Ridge, Tenn. 7/13/55
(Name, title, and disbursing or other identification symbol of accountable officer) (Date of deposit)

deposited with Hamilton National Bank, Knoxville, Tennessee
(Name and location of depositary)

$ 122.78

for accounts listed below. SCHEDULE NOS.

| ACCOUNT SYMBOL | TITLE OF ACCOUNT TO BE CREDITED | AMOUNT |
|---|---|---|
| 14X4401 | Idm-R-561 Roy H. Fouts | 122.78 |

(Depositor will insert below his name, title, Department or Agency concerned, and his address)

Defense Minerals Exploration
Bureau of Mines, Dept. of Interior
Helen R. Miller, Adm. Asst.
P. O. Box 217
Knoxville 1, Tennessee

SPACE BELOW TO BE USED BY DEPOSITARY ONLY

I certify that the above amount has been received for credit in the account of the Treasurer of the United States on the date shown, subject to adjustment for uncollectible items included therein.

(Authorized signature)

(Date of credit in Treasurer's account)

DEPOSITARY WILL DATE, SIGN, AND RETURN THIS TO DEPOSITOR FOR HIS RETAINED COPY

16—59686b-1 GPO

TRIPLICATE

STANDARD FORM 201 (Formerly Cert. of Deposit, Form 1)
Promulgated Oct. 1949 by Treasury Dept., Fiscal Service

For Certificate of Deposit No. 111, dated June 16, 1955, giving royalty repayment of $156.60, see E-454.

E-561

For Certificate of Deposit No. 99, dated May 16, 1955, giving royalty repayment of $74.36, see E-410.

SEXTUPLICATE

STANDARD FORM 209e (Formerly Cert. of Deposit, Form 6599)
Promulgated August 1951 by Treasury Department, Fiscal Service

# CERTIFICATE OF DEPOSIT FOR CHECKING ACCOUNT

DEPOSIT NO. 14-23-070-91

Deposited with Hamilton National Bank, Knoxville, Tennessee 4/13/55
(Name and location of depositary) (Date sent)

$ 116.08

the sum shown opposite for credit, subject to check, in the disbursing account of—

SYMBOL NO. 1428

R. A. Hudson, Oak Ridge, Tennessee
(Name and address of officer to be credited)

On account of—

14X4401 $116.08 Royalty Payment Km-R-561 Roy H. Fonta

(Depositor will insert below his name, title, Department or Agency concerned, and his address)

Helen R. Miller, Adm. Asst.
Dept. of Interior, Bureau of Mines
P. O. Box 1909
Knoxville 1, Tennessee

SPACE BELOW TO BE USED BY DEPOSITARY ONLY
I certify that the above amount has been received for credit in the account of the Treasurer of the United States on the date shown, subject to adjustment for uncollectible items included therein.

(Authorized signature)

(Date of credit in Treasurer's account)

DEPOSITOR WILL RETAIN THIS COPY

E-561

For Certificate of Deposit No. 81, dated March 15, 1955, giving royalty repayment of $167.63, see E-181.

REPORT OF
ROYALTY REVIEW

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 February 17, 1954, to March 9, 1955, by:

Roy Herbert Fouts
Franklin, North Carolina

produced from property referred to as the Almon Cove Mine located in Macon County, North Carolina, under terms of Contract Idm-E561, Docket No. DMEA-2917.

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

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

(1) This account was previously audited by Mr. B. J. Brekhus as indicated by his audit report dated July 26, 1954.

(2) 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 are being promptly reported and Government royalties are being paid currently.

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

The audit established the total sales of mica for this period to be $34,295.00. Royalty due the U. S. Government at the contract rate of 5 percent is $1,714.72. The royalty paid and balance due are as follows:

| | |
|---|---|
| Total Royalties Due | $1,714.72 |
| Total Royalties Paid | 1,714.72 |
| Balance of Royalties Due | $ -0- |

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

March 21, 1955

QUADRUPLICATE

STANDARD FORM 209c (Formerly Cert. of Deposit, Form 6599)
Promulgated August 1951 by Treasury Department, Fiscal Service

# CERTIFICATE OF DEPOSIT FOR CHECKING ACCOUNT

Deposited with Hamilton National Bank, Knoxville, Tennessee 2-11-55
(Name and location of depositary) (Date sent)

DEPOSIT NO. 14-23-070-60

the sum shown opposite for credit, subject to check, in the disbursing account of—

$143.84

SYMBOL NO. 1428

E. A. Hudson, Oak Ridge, Tennessee
(Name and address of officer to be credited)

On account of—

14L401 $143.84 Royalty Payment Idm-E-561 Roy H. Fouts

(Depositor will insert below his name, title, Department or Agency concerned, and his address)

Helen R. Miller, Adm. Asst.
Interior Department, Bureau of Mines
P. O. Box 1909
Knoxville 1, Tennessee

SPACE BELOW TO BE USED BY DEPOSITARY ONLY

I certify that the above amount has been received for credit in the account of the Treasurer of the United States on the date shown, subject to adjustment for uncollectible items included therein.

(Authorized signature)

(Date of credit in Treasurer's account)

DEPOSITARY WILL DATE, SIGN, AND RETURN THIS TO DEPOSITOR FOR HIS RETAINED COPY

For Certificate of Deposit No. 56, dated January 11, 1955, giving royalty repayment of $143.93, see E-410.

QUADRUPLICATE

STANDARD FORM 209c (Formerly Cert. of Deposit, Form 6599)
Promulgated August 1951 by Treasury Department, Fiscal Service

# CERTIFICATE OF DEPOSIT FOR CHECKING ACCOUNT

Deposited with Hamilton National Bank, Knoxville, Tennessee 12/16/54
(Name and location of depositary) (Date sent)

DEPOSIT NO. 14-23-070-47

the sum shown opposite for credit, subject to check, in the disbursing account of—

$ 147.74

SYMBOL NO. 1420

E. A. Hudson, Oak Ridge, Tennessee
(Name and address of officer to be credited)

On account of—

14401 $147.74 Royalty Payment - Ida-T-761, Roy H. Fouts

(Depositor will insert below his name, title, Department or Agency concerned, and his address)

Helen R. Miller, Administrative Officer
Interior Dept., Bureau of Mines
P. O. Box 1909
Knoxville 1, Tennessee

SPACE BELOW TO BE USED BY DEPOSITARY ONLY
I certify that the above amount has been received for credit in the account of the Treasurer of the United States on the date shown, subject to adjustment for uncollectible items included therein.

(Authorized signature)

(Date of credit in Treasurer's account)

DEPOSITARY WILL DATE, SIGN, AND RETURN THIS TO DEPOSITOR FOR HIS RETAINED COPY

QUADRUPLICATE

STANDARD FORM 209c (Formerly Cert. of Deposit, Form 6599)
Promulgated August 1951 by Treasury Department, Fiscal Service

# CERTIFICATE OF DEPOSIT FOR CHECKING ACCOUNT

| DEPOSIT NO. |
|---|
| 14-23-073-41 |

Deposited with Hamilton National Bank, Knoxville, Tenn. 11/16/54
(Name and location of depositary) (Date sent)

$ 174.27

the sum shown opposite for credit, subject to check, in the disbursing account of—

| SYMBOL NO. |
|---|
| 1428 |

B. A. Hudson, Oak Ridge, Tennessee
(Name and address of officer to be credited)

On account of—
14X4401 $174.27 (see reverse)

(Depositor will insert below his name, title, Department or Agency concerned, and his address)

Cora A. Piper, Fiscal Officer
Bureau of Mines
Department of the Interior
Knoxville, Tennessee

SPACE BELOW TO BE USED BY DEPOSITARY ONLY
I certify that the above amount has been received for credit in the account of the Treasurer of the United States on the date shown, subject to adjustment for uncollectible items included therein.

(Authorized signature)

(Date of credit in Treasurer's account)

DEPOSITARY WILL DATE, SIGN, AND RETURN THIS TO DEPOSITOR FOR HIS RETAINED COPY

Royalty Payments:

| | |
|---|---|
| IDM-B-561<br>Roy H. Touts | $59.80 |
| IDM-B-613<br>Cox Mica Miners | 11.34 |
| IDM-B-659<br>Willis & Snyder | 27.67 |
| IDM-B-~~229~~ 674<br>Mud Cut Mining Co. | 76.46 |

1

# CERTIFICATE OF DEPOSIT FOR CHECKING ACCOUNT

Deposited with Hamilton National Bank, Knoxville, Tenn. 10/12/54
(Name and location of depositary) (Date sent)

DEPOSIT NO. 21-[illegible]-[illegible]-22

the sum shown opposite for credit, subject to check, in the disbursing account of—

$ [illegible]

SYMBOL NO. 8140

[illegible], Oak Ridge, Tennessee
(Name and address of officer to be credited)

On account of—

Station [illegible] Royalty payment, [illegible]
Sor F. Route

(Depositor will insert below his name, title, Department or Agency concerned, and his address)

[illegible], Fiscal Officer
Bureau of Mines
Department of the Interior
Knoxville, Tennessee

SPACE BELOW TO BE USED BY DEPOSITARY ONLY
I certify that the above amount has been received for credit in the account of the Treasurer of the United States on the date shown, subject to adjustment for uncollectible items included therein.

(Authorized signature)

[illegible] 1954
(Date of credit in Treasurer's account)

DEPOSITOR WILL RETAIN THIS COPY

SEXTUPLICATE

STANDARD FORM 209e (Formerly Cert. of Deposit, Form 6599)
Promulgated August 1951 by Treasury Department, Fiscal Service

SEXTUPLICATE

STANDARD FORM 209e (Formerly Cert. of Deposit, Form 6599)
Promulgated August 1951 by Treasury Department, Fiscal Service

# CERTIFICATE OF DEPOSIT FOR CHECKING ACCOUNT

Deposited with Frontier National Bank, Roseville, Calif. 9/12/54
(Name and location of depositary) (Date sent)

DEPOSIT NO. 21-92-070-21

$ 261.32

SYMBOL NO. 1421

the sum shown opposite for credit, subject to check, in the disbursing account of—

D. A. Dixon (Name and address of officer to be credited)

On account of— E-CCC

Wages 261.32 (See reverse)

(Depositor will insert below his name, title, Department or Agency concerned, and his address)

Cora A. Piper, Fiscal Officer
Bureau of Mines
Department of the Interior
Roseville, Calif.

SPACE BELOW TO BE USED BY DEPOSITARY ONLY

I certify that the above amount has been received for credit in the account of the Treasurer of the United States on the date shown, subject to adjustment for uncollectible items included therein.

(Authorized signature)

(Date of credit in Treasurer's account)

DEPOSITOR WILL RETAIN THIS COPY

ROYALTY PAYMENTS:

| | |
|---|---|
| Min-D-561<br>Roy E. Fonts | $204.91 |
| Min-D-664<br>Buchanan & Cook | $26.60 |
| Min-D-674<br>Sam Phillips | $29.50 |

For Certificate of Deposit No. 16, dated August 18, 1954, giving royalty repayment of $327.29, see E-410.

ROYALTY
AUDIT REPORT

DEFENSE MINERALS EXPLORATION ADMINISTRATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

ROYALTY AUDIT CERTIFICATE

I have examined the records and sales documents pertaining to the sale of mica for the period February 17 to June 30, 1954, by:

Roy Herbert Fouts

Franklin, North Carolina

produced from the Almon Cove Mine in Macon County, North Carolina, under terms of Contract Idm-E561, Docket No. DMEA-2917.

My examination was made in accordance with generally accepted standards applicable in the circumstances.

The audit established the total sales of mica for this period to be $9,995.38. Royalty due the U. S. Government at the contract rate is $499.77. The royalty paid and balance due are as follows:

| | |
|---|---|
| Total Royalties Due | $499.77 |
| Total Royalties Paid | -0- |
| Balance of Royalties Due | $499.77 |

E. J. BREKHUS
Auditor

July 26, 1954

# ROYALTY AUDIT REPORT

## I INTRODUCTION

On July 12, 1954 an audit was made of the sales and royalty accounts and records of:

Roy Herbert Fouts

Franklin, North Carolina

pertaining to the sale of mica during the period February 17, to June 30, 1954, from the Almon Cove Mine located approximately one and one-fourth miles north of Franklin, Macon County, North Carolina in accordance with Contract Ida-E561, Docket No. DMEA-2917.

The sales records are in the possession of Mr. Fouts at office in his mica processing plant adjoining his home in Franklin, North Carolina. The records were kept properly, except there were not duplicate copies on hand covering all sales of mica. Mr. Fouts agreed to obtain duplicates, or prepare certified copies of all sales transactions, and forward a copy to the Government along with his check for royalty due to date.

Mr. William A. Beck, Engineer, Bureau of Mines, Knoxville, Tennessee, representing the DMEA Field Team, collaborated in making this examination.

## II GENERAL INFORMATION

The exploration project contract was entered into on July 2, 1953. Actual exploration work started on July 20, 1953 and was completed on February 26, 1954. A Certificate of Discovery was issued by DMEA on May 11, 1954. The total accepted cost of the exploration project is $7,252.00. The approved Government participation in the cost of exploration is $6,526.80. A lien against the property for 10 years after date of contract is held by the Government as a guarantee of repayment of the amount of money advanced to the Company. The amount of the Government lien is repayable at a rate of 5 percent on all sales of mica produced in the area covered by the contract.

The Operator, while maintaining production records of individual employees, to determine efficiency and approximate day to day production, did not maintain processing records sufficient to enable the auditor to test reported sales. Mica as it comes from the mine requires considerable handling and hand processing by splitting, cutting and grading. Only the best grades are sold to the Government as strategic mica. The poorer grades are sold as punch and washer mica, and the lowest grades are sold by the ton as scrap mica.

## III SCOPE OF AUDIT AND FINDINGS

The audit consisted of a review of the sales of strategic mica, made, by examination of the sales documents, and comparing them with the lists previously prepared from the records of the General Services Administration Mica Depot in Spruce Pine, North Carolina. Miscellaneous non-strategic mica sales were scheduled from copies of sales invoices or other memoranda shown on Operator's books. Royalties payable were determined and agreed with the Operator's calculation and the signed check which he had prepared for submission to DMEA.

The sales of mica, as summarized were found to consist of the following:

| | |
|---|---|
| Strategic Mica sold to GSA | $9,545.21 |
| Punch and Scrap | 450.17 |
| Total Sales | $9,995.38 |
| Total Royalty Due (@ 5%) | $ 499.77 |

## IV CONCLUSION

The Operator had prepared a check as payment for royalty due. He did not have all the copies of sales transactions in mica. He promised to obtain copies of the transactions and forward along with his check to DMEA at an early date.

B. J. BREKHUS
Auditor

July 26, 1954

E-561

For Certificate of Deposit No. 6, dated July 22, 1954, giving royalty repayment of $477.26, see Ep116.

REPORT
OF REVIEW

DEFENSE MINERALS EXPLORATION ADMINISTRATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF REVIEW

I have reviewed the Monthly Reports of:

Roy Herbert Fouts

Franklin, North Carolina

pertaining to Exploration Project Contract No. Idm-E561, Docket No. DMEA-2917, including Amendment Nos. 1 and 2, for the months of July, 1953 to February, 1954, inclusive, covering a project for the exploration of mica on property, known as the Allman Cove Mica Mines, located in Macon County, North Carolina.

My review included an examination of the Monthly Reports (Forms MF-104) and supporting documents attached thereto, comparison of the costs claimed with the contract and pertinent schedules, verification of work performed by reference to Final Report of the Field Team, 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 | | $7,252.00 |
| Exceptions: | | |
| By DMEA Finance Officer | $ -0- | |
| Herewith | -0- | -0- |
| Total Accepted Cost | | $7,252.00 |

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 Six thousand five hundred twenty-six and 80/100 Dollars,

**$6,526.80**

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 26, 1954

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

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

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

VOUCHER ... Defense Minerals Administration 238 55 RECEIVED MAR 24 1954

# OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of February, 1954 Docket No. DMEA 2917 Contract No. Idm-E561
Operator's Name Roy Herbert Fouts Minerals Mica
Address Franklin, N.C.
Contract Amount, $ 7,540.00 Government Participation: ____% Amount, $ 6,786.00

| ITEMS OF COSTS | FOR OPERATOR'S USE: Monthly Total | Totals Previously Reported | Totals To Date | FOR GOVERNMENT USE ONLY: Approved Monthly Total | Approved Totals Previously Reported | Approved Totals To Date |
|---|---|---|---|---|---|---|
| (1) Independent Short Form Contracts: | | | | | | |
| Enlarging shaft, etc | none | 1440.00 | 1440.00 | | | |
| Timbering shaft, etc. | none | 128.00 | 128.00 | | | |
| Crosscutting | | | | | | |
| Drifting | 525.00 | 2975.00 | 3500.00 | | | |
| Deepening shaft, etc | none | 2184.00 | 2184.00 | | | |
| (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 | 525.00 | 6727.00 | 7252.00 | 525.00 | 6,727.00 | 7252.00 |

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

Date 3-1-54 *Payee Roy Herbert Fouts
Owner
Per _____ Title _____

*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:

$ 472.50

Signature Cora A. Piper
(Authorized Certifying Officer)

Date MAR 16 1954 Vou. No. 238

(See other side)

8 Pens

C 3/26/54 52.50

(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. Idm-E561 in accordance with the terms of the contract.

Signature Lawrence E. Shurley Title Mining Engr. U.S.B.M. Date March 10, 1954

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

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

# MONTHLY REPORT OF OPERATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GPO 83-38476

Form MF-104A
(April 1952)

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 24 1954

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

Month of February 1954 Docket No. DMEA 2917 Contract No. E-561
Operator's Name Roy Herbert Fouts Minerals Mica
Address Franklin, N.C.

| OPERATION | UNIT | COSTS THIS MONTH | UNITS THIS MONTH | COSTS TO DATE | UNITS TO DATE | UNIT COSTS TO DATE | AUTHORIZED BY CONTRACT | |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | Units | Unit Costs |
| Drifting | Ft | 525.00 | 15 | 3500.00 | 100 | 35.00 | 15 | 35.00 |
| Crosscutting | | | | | | | | |
| Raising | | | | | | | | |
| Enlarging shaft etc | Ft | none | none | 1440.00 | 48 | 30.00 | 48 | 30.00 |
| Shafts | | | | | | | | |
| Winzes | | | | | | | | |
| Timbering shaft etc | Ft | none | none | 128.00 | 16 | 8.00 | 16 | 8.00 |
| Drilling: Core | | | | | | | | |
| Churn | | | | | | | | |
| Auger | | | | | | | | |
| Stripping | | | | | | | | |
| Deepening shaft etc | Ft | none | none | 2184.00 | 52 | 42.00 | 52 | 42.00 |
| Trenching | | | | | | | | |
| Test Pits | | | | | | | | |
| Roads and Trails | | | | | | | | |
| | | | | | | | | TOTAL COSTS AUTHORIZED BY CONTRACT |
| TOTAL DISTRIBUTED COSTS | | 525.00 | | 7252.00 | | | | |
| Operating Equipment Purchased | | | | | | | | |
| Initial Rehabilitation and Repairs | | | | | | | | |
| New Buildings, Improvements, etc | | | | | | | | |
| TOTAL COSTS | | 525.00 | | 7252.00 | | | | |

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 3-1-54 Operator Roy Herbert Fouts

Per Title Owner

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 83-384775

OPERATORS

MONTHLY PROGRESS REPORT FOR THE

MONTH OF FEBRUARY 1954

DMEA NO. 2917
Idm-E561

March 1, 1954

Work accomplished

Completed 15 Foot of drift, making a total of 100 feet.

DAILEY NOTES

| | | |
|---|---|---|
| February | 1 | Mucked, drilled and blasted. |
| " | 2 | Mucked, drilled and blasted. |
| " | 3 | Mucked, drilled and blasted. |
| " | 4 | Mucked, drilled, blasted and started mucking. |
| " | 5 | Finished mucking, drilled, blasted and started mucking. |
| February | 8 | Mucked out, drilled and blasted. |
| " | 9 | Mucked. Visited with Field Team. |
| " | 10 | Drilled and blasted. |
| " | 11 | Mucked. |
| " | 12 | Drilled, blasted and mucked out. |
| February | 15 | Drilled and Blasted. |
| " | 16 | Mucked out and started drilling. |
| " | 17 | Finished drilling, blasted and mucked out. |
| " | 18 | Drilled and blasted. |
| " | 19 | Mucked, drilled and blasted. |
| February | 22 | Mucked out, drilled and blasted. |
| " | 23 | Mucked out, drilled and blasted. |
| " | 24 | Mucked out, drilled and blasted. |
| " | 25 | Mucked out, drilled and blasted. |
| " | 26 | Mucked, drilled and blasted, and mucked out. |

04 (Rev.)
952)

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

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

RECEIVED
1 - 12 1954

# OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of January 1954 Docket No. DMEA 2917 Contract No. Idm-E561
Operator's Name Roy Herbert Fouts Minerals Mica
Address Franklin, North Carolina
Contract Amount, $ 7,540 Government Participation: 90 % Amount, $ 6,786.00

| 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 | | | | | | |
| Crosscuttings | | | | | | |
| Drifting | | | | | | |
| Enlarging shaft & etc | none | 1440.00 | 1440.00 | | | |
| Timbering shaft & etc | none | 128.00 | 128.00 | | | |
| | 1120.00 | 1855.00 | 2975.00 | | | |
| Deepening shaft & etc | none | 2184.00 | 2184.00 | | | |
| (2) Labor and Supervision: | | | | | | |
| Labor | | | | | | |
| Supervision | | | | | | |
| Technical Services | | | | | | |
| (3) Operating Mat'ls. and Supplies: | | | | | | |
| Timber | | | | | | |
| Explosives | | | | | | |
| Pipe | | | | | | |
| Track | | | | | | |
| (4) Operating Equipment: | | | | | | |
| Rental | | | | | | |
| Purchase | | | | | | |
| Depreciation | | | | | | |
| (5) Initial Rehabilitation and Repairs | | | | | | |
| (6) New Bldgs., Improvements, etc. | | | | | | |
| (7) Miscellaneous: | | | | | | |
| Repairs to Equipment | | | | | | |
| Sampling and Analysis | | | | | | |
| Payroll Taxes | | | | | | |
| Liability Insurance | | | | | | |
| (8) Contingencies (specify): | | | | | | |
| TOTALS | 1120.00 | 5607.00 | 6727.00 | 1,120.00 | 5,607.00 | 6,727.00 |

PAID ON VOUCHER & SCHEDULE OF PAYMENTS K-48

I certify that the above bill is correct and just and that payment therefor has not been received.
Date 2-1-54 *Payee Roy Herbert Fouts
Per _____ Title Owner

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

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

(Instructions on reverse)

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

$1,008.00

Signature Cora A. Piper
(Authorized Certifying Officer)

Date FEB 9 1954 Vou. No. 214
(See other side)

112.00

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. Idm-E561 in accordance with the terms of the contract.

Signature Lawrence E. Shirley Title Mining Engr. U.S.B.M. Date Feb. 6, 1954

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lawrence Title EXECUTIVE OFFICER DMEA REGION VII Date FEB 8 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

F-104A
(1 1952)

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

Defense Minerals Administration
RECEIVED
12 1954

# UNITED STATES
# DEPARTMENT OF THE INTERIOR

## DEFENSE MINERALS EXPLORATION ADMINISTRATION

# OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of January 1954 Docket No. DMEA 2917 Contract No. Idm-E561
Operator's Name Roy Herbert Fouts Minerals Mica
Address Franklin, N.C.

| OPERATION | UNIT | COSTS THIS MONTH | UNITS THIS MONTH | COSTS TO DATE | UNITS TO DATE | UNIT COSTS TO DATE | AUTHORIZED BY CONTRACT Units | AUTHORIZED BY CONTRACT Unit Costs |
|---|---|---|---|---|---|---|---|---|
| Drifting | Ft | 1120.00 | 32 | 2975.00 | 85 | 35.00 | 32 | 35.00 |
| Crosscutting | | | | | | | | |
| Raising | | | | | | | | |
| Enlarging shaft etc | Ft | none | none | 1440.00 | 48 | 30.00 | 48 | 30.00 |
| Shafts | | | | | | | | |
| Timbering shaft etc | Ft | none | none | 128.00 | 16 | 8.00 | 16 | 8.00 |
| Winzes | | | | | | | | |
| Drilling: Core | | | | | | | | |
| Churn | | | | | | | | |
| Auger | | | | | | | | |
| Deepening shaft etc | Ft | none | none | 2184.00 | 52 | 42.00 | 52 | 42.00 |
| Stripping | | | | | | | | |
| Trenching | | | | | | | | |
| Test Pits | | | | | | | | |
| Roads and Trails | | | | | | | | |
| TOTAL DISTRIBUTED COSTS | | 1120.00 | | 6727.00 | | | | TOTAL COSTS AUTHORIZED BY CONTRACT |
| Operating Equipment Purchased | | | | | | | | |
| Initial Rehabilitation and Repairs | | | | | | | | |
| New Buildings, Improvements, etc | | | | | | | | |
| TOTAL COSTS | | 1120.00 | | 6727.00 | | | | |

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 2-1-54 Operator Roy Herbert Fouts

Per Title Owner

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 JANUARY 1954

DMEA No. 2917
Idm-E561

Work accomplished

Completed 32 Foot of drift, making a total of 85 feet.

DAILEY NOTES

January 1 Drilled and blasted.

January 4 Mucked out, drilled and blasted.
5 Mucked out, drilled and blasted.
6 Mucked.
7 Drilled, blasted and mucked.
8 Drilled and blasted.

January 11 Mucked out and started drilling.
12 Drilled out and blasted, started mucking
Visited with Field Team
13 Mucked out drilled and blasted.
14 Mucked, drilled and blasted.
15 Mucked, drilled and blasted.

January 18 Mucked out.
19 Drilled and blasted
20 Mucked out and started drilling.
21 Drilled out, blasted.
22 Mucked.

January 25 Drilled blasted, mucked out, and warshed down the walls for Field Team Inspection.
Visited with Field Team.
26 Drilled and blasted
27 Mucked.
28 Drilled and blasted.
29 Mucked out and drilled and blasted.

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

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

178

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 18 1954

SCHEDULE 39

# OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of December, 1953 Docket No. DMEA 2917 Contract No. Idm-E561
Operator's Name Roy Herbert Fouts Minerals Mica
Address Franklin, North Carolina
Contract Amount, $ 7,540.00 Government Participation: 90 % Amount, $ 6,786.00

| 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: | | | | | | |
| Enlarging shaft & etc | none | 1440.00 | 1440.00 | | | |
| Timbering shaft & etc | none | 128.00 | 128.00 | | | |
| Bulldozing | | | | | | |
| Crosscutting | | | | | | |
| Drifting | 1260.00 | 595.00 | 1855.00 | | | |
| Deepening shaft & etc | none | 2184.00 | 2184.00 | | | |
| (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 | 1260.00 | 4347.00 | 5607.00 | 1,260.00 | 4,347.00 | 5,607.00 |

I certify that the above bill is correct and just and that payment therefor has not been received.
Date 12-31-53 *Payee Roy Herbert Fouts
Per _____ Title Owner

*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:

$ 1,134.00

Signature Cora A. Pigou
(Authorized Certifying Officer)

Date JAN 13 1954 Vou. No. 178
(See other side)

126.00

6

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. Idm-E561 in accordance with the terms of the contract.

Signature Lawrence E. Shirley Title Mining Engr. U.S.Bm Date Jan. 4, 1954

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature W. M. Beck ACTING EXECUTIVE OFFICER Title DMEA REGION VII Date JAN 6 1954

# MONTHLY REPORT OF OPERATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GPO 83-38476

Form MF-104A
(April 1952)

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

# UNITED STATES
# DEPARTMENT OF THE INTERIOR

## DEFENSE MINERALS EXPLORATION ADMINISTRATION

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 18 1954

## OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of December 195 3 Docket No. DMEA 2917 Contract No. Idm-E561
Operator's Name Roy Herbert Fouts Minerals Mica
Address Franklin, North Carolina

| OPERATION | Unit | Costs This Month | Units This Month | Costs to Date | Units to Date | Unit Costs to Date | Authorized by Contract: Units | Authorized by Contract: Unit Costs |
|---|---|---|---|---|---|---|---|---|
| Drifting | Ft | 1260.00 | 36 | 1855.00 | 53 | 35.00 | 36 | 35.00 |
| Crosscutting | | | | | | | | |
| Raising | | | | | | | | |
| Enlarging shaft & etc | Ft | none | none | 1440.00 | 48 | 30.00 | 48 | 30.00 |
| Shafts | | | | | | | | |
| Winzes | | | | | | | | |
| Timbering shaft & etc. | Ft | none | none | 128.00 | 16 | 8.00 | 16 | 8.00 |
| Drilling: Core | | | | | | | | |
| Churn | | | | | | | | |
| Auger | | | | | | | | |
| Deepening shaft & etc. | Ft | none | none | 2184.00 | 52 | 42.00 | 52 | 42.00 |
| Stripping | | | | | | | | |
| Trenching | | | | | | | | |
| Test Pits | | | | | | | | |
| Roads and Trails | | | | | | | | |
| Total Distributed Costs | | 1260.00 | | 5607.00 | | | | Total Costs Authorized by Contract |
| Operating Equipment Purchased | | | | | | | | |
| Initial Rehabilitation and Repairs | | | | | | | | |
| New Buildings, Improvements, etc. | | | | | | | | |
| Total Costs | | 1260.00 | | 5607.00 | | | | |

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 12-31-53 Operator Roy Herbert Fouts
Owner
Per Title

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 MONTH

OF DECEMBER 1953

DMEA NO. 2917
Idm-E561

## Work Accomplished

Completed 36 foot of drift, making a total of 53 feet.

## DAILEY NOTES

| | | |
|---|---|---|
| December | 1 | Mucked out and started drilling |
| | 2 | Drilled out and blasted |
| | 3 | Mucked, drilled and blasted |
| | 4 | Mucked, drilled and blasted. |
| December | 7 | Mucked, drilled and blasted. |
| | 8 | Mucked out and started drilling. |
| | 9 | Drilled out and blasted |
| | 10 | Mucked |
| | 11 | Drilled, blasted and started mucking |
| December | 14 | Mucked out, drilled and blasted |
| | 15 | Mucked, drilled and blasted |
| | 16 | Mucked, drilled and blasted |
| | 17 | Mucked, drilled and blasted |
| | 18 | Mucked, drilled and blasted |
| December | 19 | None |
| | 20 | None |
| | 21 | None |
| | 22 | None |
| | 23 | None |
| | 24 | None |
| | 25 | None |
| December | 28 | Mucked out, drilled and blasted |
| | 29 | Mucked out, drilled and blasted |
| | 30 | Mucked, drilled and blasted |
| | 31 | Mucked, drilled, blasted, and mucked out. |

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

PAIDOUT VOUCHER & SCHEDULE OF PAYMENTS K- 34

144

# OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of NOVEMBER, 1953 Docket No. DMEA 2917 Contract No. Idm-E561
Operator's Name Roy Herbert Foots Minerals Mica
Address FRANKLIN, N.C.
Contract Amount, $ 7,540.00 Government Participation: ____% Amount, $ 6,786.00

| ITEMS OF COSTS | FOR OPERATOR'S USE: Monthly Total | Totals Previously Reported | Totals To Date | FOR GOVERNMENT USE ONLY: Approved Monthly Total | Approved Totals Previously Reported | Approved Totals To Date |
|---|---|---|---|---|---|---|
| (1) Independent Short Form Contracts: | | | | | | |
| Drilling | | | | | | |
| Enlarging Shaft + etc | None | 1,440.00 | 1,440.00 | | 1,440.00 | 1,440.00 |
| Timbering Shaft + etc | None | 128.00 | 128.00 | | 128.00 | 128.00 |
| Crosscutting | | | | | | |
| Drifting | 595.00 | None | 595.00 | 595.00 | | |
| Deepening shaft + etc | 462.00 | 966.00 | 2,184.00 | 462.00 | 1,722.00 | 2,184.00 |
| (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 | $ 1057.00 | 2,534.00 | 4,347.00 | 1,057.00 | 3,290.00 | 4,347.00 |

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

Date 11-30-53 *Payee Roy Herbert Foots

Per _____ Title OWNER

*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:

$ 951.30

Signature Cora A. Piper
(Authorized Certifying Officer)

Date DEC 9 1953 Vou. No. 144

**(See other side)**

5

105.70

(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. Idn-5561 in accordance with the terms of the contract.

Signature Lawrence E. Shurley Title Mining Engr. U.S.B.M. Date Dec. 1, 1953

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lawrence Title EXECUTIVE OFFICER DMEA REGION VII Date DEC 1 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 2917 Contract No. Idm-E561
Operator's Name Roy Herbert Fouts Minerals Mica
Address Franklin, North Carolina

| OPERATION | Unit | Costs This Month | Units This Month | Costs to Date | Units to Date | Unit Costs to Date | Authorized by Contract: Units | Authorized by Contract: Unit Costs |
|---|---|---|---|---|---|---|---|---|
| Drifting | Ft | 595.00 | 17 | 595.00 | 17 | 35.00 | 17 | 35.00 |
| Crosscutting | | | | | | | | |
| Raising | | | | | | | | |
| Enlarging shaft, etc | Ft | None | None | 1,440.00 | 48 | 30.00 | 48 | 30.00 |
| Shafts | | | | | | | | |
| Winzes | | | | | | | | |
| Timbering shaft, etc | Ft | None | None | 128.00 | 16 | 8.00 | 16 | 8.00 |
| Drilling: Core | | | | | | | | |
| Churn | | | | | | | | |
| Auger | | | | | | | | |
| Stripping | | | | | | | | |
| Trenching | | | | | | | | |
| Test Pits | | | | | | | | |
| Roads and Trails | | | | | | | | |
| Deepening shaft, etc | Ft | 462.00 | 11 | 2,184.00 | 52 | 42.00 | 52 | 42.00 |
| Total Distributed Costs | | 1057.00 | | 4347.00 | | | | Total Costs Authorized by Contract |
| Operating Equipment Purchased | | | | | | | | |
| Initial Rehabilitation and Repairs | | | | | | | | |
| New Buildings, Improvements, etc. | | | | | | | | |
| Total Costs | | 1057.00 | | 4347.00 | | | | |

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 11-30-53 Operator Roy Herbert Fouts

Per _____ Title Owner

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 MONTH

OF NOVEMBER 1953

DMEA NO. 2917
Idm-E561

Work Accomplished

Completed last 11 feet of 100 foot shaft, and drifted 17 feet.

DAILEY NOTES

| | | |
|---|---|---|
| November | 2 | Mucked out and started drilling |
| | 3 | Drilled out, blasted and started mucking. |
| | 4 | Mucked out and started drilling. |
| | 5 | Drilled out, blasted and started mucking. |
| | 6 | Mucked out and started drilling. |
| November | 9 | Drilled out and blasted. |
| | 10 | Mucked |
| | 11 | Drilled out and blasted |
| | 12 | Mucked out and started flooring shaft. |
| | 13 | Finished flooring shaft. |
| November | 16 | Drilled out and blasted. |
| | 17 | Mucked out and started drilling. |
| | 18 | Drilled out, blasted and mucked out. |
| | 19 | Drilled out, blasted and mucked out. |
| | 20 | Drilled out, blasted and mucked out. |
| November | 23 | Drilled out and blasted. |
| | 24 | Mucked out and started drilling. |
| | 25 | Drilled out, blasted and mucked out. |
| | 26 | Drilled out and blasted. |
| | 27 | Mucked out and started drilling. |
| November | 30 | Drilled out blasted and started mucking. |

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

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

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

PAID ON VOUCHER & SCHEDULE OF PAYMENTS K- 27

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# OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of October, 1953 Docket No. DMEA 2917 Contract No. Idm-E561
Operator's Name Roy Herbert Fouts Minerals Mica
Address Franklin, N.C.
Contract Amount, $ 7,540.00 Government Participation 90 % Amount, $ 6,786.00

| 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 | | | | | | |
| Enlarging shaft + site Bulldozing | none | 1440.00 | 1440.00 | | | |
| Timbering shaft + site Crosscutting | none | 128.00 | 128.00 | | | |
| Drifting | | | | | | |
| Deepening shaft + site | 966.00 | 756.00 | 1722.00 | | | |
| (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 | 966.00 | 2324.00 | 3290.00 | 966.00 | 2,324.00 | 3,290.00 |

I certify that the above bill is correct and just and that payment therefor has not been received.
Date 10-31-53 *Payee Roy Herbert Fouts
Per _____ Title Owner

*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:

$ 869.40

Signature Cecil A. Piper
(Authorized Certifying Officer)

Date NOV 9 1953 Vou. No. _____
(See other side)

MDS 4

96.60

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. Idm-E561 in accordance with the terms of the contract.

Signature Lawrence C. Shirley Title U.S.B.M. Mining Engr. Date Nov. 3, 1953

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature W. A. Beck ACTING Title EXECUTIVE OFFICER DMEA REGION VII Date NOV 5 1953

# MONTHLY REPORT OF OPERATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GPO 83-38476

Form MF-104A
(April 1952)

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

# UNITED STATES
# DEPARTMENT OF THE INTERIOR

## DEFENSE MINERALS EXPLORATION ADMINISTRATION

## OPERATOR'S UNIT COST AND PROGRESS REPORT

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 1 2 1953

Month of October 195 3 Docket No. DMEA 2917 Contract No. Idm-E561

Operator's Name Roy Herbert Fouts Minerals Mica

Address Franklin, N.C.

| OPERATION | Unit | Costs This Month | Units This Month | Costs to Date | Units to Date | Unit Costs to Date | Authorized by Contract: Units | Authorized by Contract: Unit Costs |
|---|---|---|---|---|---|---|---|---|
| Drifting | | | | | | | | |
| Crosscutting | | | | | | | | |
| Raising Enlarging Shaft etc | Ft | none | none | 1440.00 | 48 | 30.00 | 48 | 30.00 |
| Shafts Timbering shaft etc | Ft | None | none | 128.00 | 16 | 8.00 | 16 | 8.00 |
| Winzes | | | | | | | | |
| Drilling: Core | | | | | | | | |
| Churn | | | | | | | | |
| Auger | | | | | | | | |
| Stripping | | | | | | | | |
| Trenching | | | | | | | | |
| Test Pits | | | | | | | | |
| Roads and Trails | | | | | | | | |
| Deepening Shaft etc | Ft | 966.00 | 23 | 1722.00 | 41 | 42.00 | 41 | 42.00 |
| Total Distributed Costs | | 966.00 | | 3290.00 | | | | Total Costs Authorized by Contract |
| Operating Equipment Purchased | | | | | | | | |
| Initial Rehabilitation and Repairs | | | | | | | | |
| New Buildings, Improvements, etc | | | | | | | | |
| Total Costs | | 966.00 | | 3290.00 | | | | |

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 10-31-53 Operator Roy Herbert Fouts

Per Title Owner

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

MONTH OF OCTOBER 1953

DMEA No. 2917
Idm-E561

Work accomplished

Deepened shaft including partition and ladders 23 feet.

Dailey Notes

October 1 Drilled out and blasted.
2 Mucked out, put on extension water discharge, air intake, and extension on water line to drill.

October 5 Drilled out and blasted
6 Mucked out
7 Drilled out and blasted
8 Mucked out, and visited with Field Team.
9 Drilled out, blasted and started mucking.

October 12 Finished mucking, drilled and blasted.
13 Mucked out.
14 Timbered ladder way, put in section of ladder.
15 Drilled and blasted, started mucking.
16 Finished mucking, drilled out and blasted.

October 19 Mucked out and started drilling.
20 Drilled out and blasted.
21 Mucked out and started drilling.
22 Drilled out and blasted, visited with Field Team.
23 Mucked, put on extension water discharge, air intake and water line to drill, started drilling.

October 26 Drilled out, blasted and started mucking.
27 Mucked out, timbered ladder way and put on extension on ladder.
28 Drilled out, blasted and started mucking.
29 Finished mucking and started drilling.
30 Drilled out and blasted.

RECEIVED
NOV 5 1953
U. S. BUREAU OF MINES
DEF. MIN. ADM.
Knoxville, Tennessee

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Budget Bureau No. 42-R0036.4
Approval expires 6-30-53

RECEIVED

# OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of September, 1953 Docket No. DMEA 2917 Contract No. Idm-E561
Operator's Name Roy Herbert Fouts Minerals Mica
Address Franklin, North Carolina
Contract Amount, $ 7,540.00 Government Participation: 90 % Amount, $ 6,786.00

| 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 | | | | | | |
| Enlarging shaft + etc Bulldozing | | 1,440.00 | 1,440.00 | | | |
| Crosscutting | | | | | | |
| Deepening shaft + etc Drifting | 756.00 | | 756.00 | | | |
| Timbering shaft | 128.00 | | 128.00 | | | |
| (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 | 884.00 | 1,440.00 | 2,324.00 | 884.00 | 1,440.00 | 2,324.00 |

PAID ON VOUCHER & SCHEDULE OF PAYMENTS K-19

I certify that the above bill is correct and just and that payment therefor has not been received.
Date 30 Sept. 53 *Payee Roy Herbert Fouts
Per _____ Title Owner

*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:

$795.60

Signature Cora A. Piper
(Authorized Certifying Officer)

Date OCT 6 1953 Vou. No. 96

(See other side)

88.40

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. Idm-E 561 in accordance with the terms of the contract.

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

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

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

# MONTHLY REPORT OF OPERATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GPO 83-38476

Form MF-104A
(April 1952)

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

# UNITED STATES
# DEPARTMENT OF THE INTERIOR

## DEFENSE MINERALS EXPLORATION ADMINISTRATION

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 5 1953

## OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of September 195 3 Docket No. DMEA 2917 Contract No. Idm-E561
Operator's Name Roy Herbert Fouts Minerals Mica
Address Franklin, North Carolina

| OPERATION | Unit | Costs This Month | Units This Month | Costs to Date | Units to Date | Unit Costs to Date | Authorized by Contract: Units | Authorized by Contract: Unit Costs |
|---|---|---|---|---|---|---|---|---|
| Drifting | | | | | | | | |
| Crosscutting | | | | | | | | |
| Raising | | | | | | | | |
| Shafts: Enlarging shaft + etc | Ft | | | 1,440.00 | 48 | 30.00 | 48 | $30 per ft |
| Winzes: Deepening shaft + etc | Ft | 756.00 | 18 | 756.00 | 18 | 42.00 | 18 | $42 per ft |
| Drilling: Core | | | | | | | | |
| Churn | | | | | | | | |
| Auger | | | | | | | | |
| Stripping | | | | | | | | |
| Trenching | | | | | | | | |
| Test Pits | | | | | | | | |
| Roads and Trails | | | | | | | | |
| Timbering shaft | Ft | 128.00 | 16 | 128.00 | 16 | 8.00 | 16 | $8 per ft |
| Total Distributed Costs | | | | | | | | Total Costs Authorized by Contract |
| Operating Equipment Purchased | | | | | | | | |
| Initial Rehabilitation and Repairs | | | | | | | | |
| New Buildings, Improvements, etc. | | | | | | | | |
| Total Costs | | 884.00 | | 2,324.00 | | | | |

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 30 Sept 53 Operator Roy Herbert Fouts

Per _____ Title Owner

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 SEPTEMBER 1953

DMEA No. 2917
Idm-E561

Work accomplished

Installed electric pump, wired the shaft with electric lights. Deepened shaft including partition and ladders 18 feet. Timbered shaft 16 feet from 48 foot point.

Daily Notes

| | | |
|---|---|---|
| September | 1. | Started deepening shaft. Drilled and blasted one round. |
| | 2. | Mucked out round and drilled and blasted. |
| | 3 | Mucked. |
| | 4 | Drilled and blasted |
| September | 7 | Visited with Field Team, worked on partition. |
| | 8 | Put in timber. |
| | 9 | Drilled and blasted. |
| | 10 | Mucked |
| | 11 | Drilled and blasted, mucked. |
| September | 14 | Put in timber |
| | 15 | Had trouble with pump. |
| | 16 | Drilled and blasted |
| | 17 | Drilled and blasted |
| | 18 | Mucked, had trouble with pump and compressor |
| September | 21 | Installed Electric pump. Removed Sump Pump because I was too deep. Visited with Field Team. |
| | 22 | Timbered |
| | 23 | Drilled and blasted |
| | 24 | Mucked |
| | 25 | Drilled, blasted, and mucked. |
| September | 28 | Put in timber, installed hand hoist for pump. |
| | 29 | Drilled and blasted. |
| | 30 | Mucked. |

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

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

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

# OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of August, 1953 Docket No. DMEA 2917 Contract No. Idm-E561
Operator's Name Roy Herbert Fouts Minerals Mica
Address Franklin, North Carolina
Contract Amount, $ 7,540.00 Government Participation: 90 % Amount, $ 6,786.00

| 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 | | | | | | |
| Enlarging shaft + etc. | 780.00 | 660.00 | 1,440.00 | | | |
| (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 | 780.00 | 660.00 | 1,440.00 | 780.00 | 660.00 | 1440.00 |

PAID ON VOUCHER & SCHEDULE 14 OF PAYMENTS K-

I certify that the above bill is correct and just and that payment therefor has not been received.
Date 31 Aug 53 *Payee Roy Herbert Fouts
Per _____ Title Owner

*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:

702.00 $ 702.00

Signature Cora A. Piper
(Authorized Certifying Officer)
Date SEP 11 1953 Vou. No. 66
**(See other side)**

2

780.00

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. Idm-E561 in accordance with the terms of the contract.

Signature Laurence C. Shirley Title Mining Engr. U.S.B.M. Date Sept. 4, 1953

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Laurence Title EXECUTIVE OFFICER DMEA REGION VII Date SEP 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
Approval expires 6-30-53.

# UNITED STATES
# DEPARTMENT OF THE INTERIOR

## DEFENSE MINERALS EXPLORATION ADMINISTRATION

# OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of August 1953 Docket No. DMEA 2917 Contract No. Idm-E561

Operator's Name Roy Herbert Fouts Minerals Mica

Address Franklin, North Carolina

| OPERATION | UNIT | COSTS THIS MONTH | UNITS THIS MONTH | COSTS TO DATE | UNITS TO DATE | UNIT COSTS TO DATE | AUTHORIZED BY CONTRACT | |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | Units | Unit Costs |
| Drifting | | | | | | | | |
| Crosscutting | | | | | | | | |
| Raising | | | | | | | | |
| Shafts | | | | | | | | |
| Winzes | | | | | | | | |
| Drilling: Core | | | | | | | | |
| Churn | | | | | | | | |
| Auger | | | | | | | | |
| Stripping | | | | | | | | |
| Trenching | | | | | | | | |
| Test Pits | | | | | | | | |
| Roads and Trails | | | | | | | | |
| Enlarging shaft x-cte | Ft | 780.00 | 26 | 1,440.00 | 48 | 30.00 | 48 | $30 per ft. |
| TOTAL DISTRIBUTED COSTS | | | | | | | | TOTAL COSTS AUTHORIZED BY CONTRACT |
| Operating Equipment Purchased | | | | | | | | |
| Initial Rehabilitation and Repairs | | | | | | | | |
| New Buildings, Improvements, etc. | | | | | | | | |
| TOTAL COSTS | | 780.00 | | 1,440.00 | | | | |

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 31 Aug 53 Operator Roy Herbert Fouts

Per _____ Title Owner

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 August 1953

DMEA No. 7917
Idm-2561

Work Accomplished

Installed sump pump, built shed and installed blower, built two magazines, pulled the power line in, wired buildings with electric lights, and trimed and enlarged shaft 25 feet.

Daily Notes

3 Aug 53 Enlarged shaft 3' and timbered same.
4 Aug 53 Enlarged shaft 3' and timbered same.
5 Aug 53 Enlarged shaft 3' and timbered same.
6 Aug 53 Enlarged shaft 3' and timbered same.
7 Aug 53 Enlarged shaft 3' and timbered same.

10 Aug 53 Enlarged shaft 3' and timbered same.
11 Aug 53 Enlarged shaft 3' and timbered same.
12 Aug 53 Enlarged shaft 3' and timbered same.
13 Aug 53 Enlarged shaft 3' and timbered same.
14 Aug 53 Enlarged shaft 3' and timbered same.

17 Aug 53 Enlarged shaft 2' and timbered same. Installed sump pump.
18 Aug 53 Enlarged shaft 3' and timbered same.
19 Aug 53 Enlarged shaft 3' and timbered same.
20 Aug 53 Enlarged shaft 3' and timbered same.
21 Aug 53 Enlarged shaft 3' and timbered same. The above climbing included partition, and ladders.
24 Aug 53 Built blower house.
25 Aug 53 Started covering shaft.
26 Aug 53 Finished covering shaft and started work on magazine.
27 Aug 53 Finished two magazines, one for exploders and one for dynamite, installed blower and blower pipe.
28 Aug 53 Installed blower motor and put it in operation.

31 Aug 53 Enlarged shaft 2' and timbered same.

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

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

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

VOUCHER & SCHEDULE
PAYMENTS K- 8

RECEIVED 31 93
AUG 10 1953

Month of July, 1953 Docket No. DMEA 2917 Contract No. Idm-E561
Operator's Name Roy Herbert Fouts Minerals Mica
Address Franklin, North Carolina
Contract Amount, $ 7,540.00 Government Participation: 90 % Amount, $ 6,786.00

| ITEMS OF COSTS | FOR OPERATOR'S USE: Monthly Total | Totals Previously Reported | Totals To Date | FOR GOVERNMENT USE ONLY: Approved Monthly Total | Approved Totals Previously Reported | Approved Totals To Date |
|---|---|---|---|---|---|---|
| (1) Independent Short Form Contracts: | | | | | | |
| Drilling | | | | | | |
| Bulldozing | | | | | | |
| Crosscutting | | | | | | |
| Drifting | | | | | | |
| Enlarge Shaft, etc. | 660.00 | — | 660.00 | | | |
| (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): | | | | | | |
| Enlarging ~~shaft~~ including partition, ~~ladder~~ & timber 48' | ~~660.00~~ | none | ~~660.00~~ | | | |
| TOTALS | 660.00 | none | 660.00 | 660.00 | | 660.00 |

I certify that the above bill is correct and just and that payment therefor has not been received.
Date 31 July 53 Payee Roy Herbert Fouts
Per _____ Title Owner & Opr.

*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:

$ 594.00

Signature Cora A. Piper
(Authorized Certifying Officer)

Date AUG 13 1953 Vou. No. 31
(See other side)

1st S 7/20/53 66.00

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. Idm-E561 in accordance with the terms of the contract.

Signature Lawrence C. Shirley Title Mining Engr. U.S.B.M. Date Aug. 3, 1953

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

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

# MONTHLY REPORT OF OPERATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GPO 83-38476

Form MF-104A
(April 1952)

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

# UNITED STATES
# DEPARTMENT OF THE INTERIOR

## DEFENSE MINERALS EXPLORATION ADMINISTRATION

# OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of July 1953 Docket No. DMEA 2917 Contract No. Idm-E561

Operator's Name Roy Herbert Fouts Minerals Mica

Address Franklin, North Carolina

| OPERATION | UNIT | COSTS THIS MONTH | UNITS THIS MONTH | COSTS TO DATE | UNITS TO DATE | UNIT COSTS TO DATE | AUTHORIZED BY CONTRACT | |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | Units | Unit Costs |
| Drifting | | | | | | | | |
| Crosscutting | | | | | | | | |
| Raising | | | | | | | | |
| Shafts | | | | | | | | |
| Winzes | | | | | | | | |
| Drilling: Core | | | | | | | | |
| Churn | | | | | | | | |
| Auger | | | | | | | | |
| Stripping | | | | | | | | |
| Trenching | | | | | | | | |
| Test Pits | | | | | | | | |
| Roads and Trails | | | | | | | | |
| Enlarging shaft inc. partition, ladder & timber 48' | Ft. | 660.00 | 22 | 660.00 | 22 | 30.00 | 48 | $30 per Ft. |
| TOTAL DISTRIBUTED COSTS | | 660.00 | | 660.00 | | | | TOTAL COSTS AUTHORIZED BY CONTRACT |
| Operating Equipment Purchased | | | | | | | | |
| Initial Rehabilitation and Repairs | | | | | | | | |
| New Buildings, Improvements, etc. | | | | | | | | |
| TOTAL COSTS | | 660.00 | | 660.00 | | | | |

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 31 July 53 Operator Roy Herbert Fouts

Per _____ Title Owner & Opr.

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 13 1953

# OPERATORS
# MONTHLY PROGRESS REPORT
# for the
# Month of July 1953

DMEA NO. 2917
IDM-E561

Work Accomplished

Set up machinery, hired four workmen, built gas house, tool house, and shed over machinery, enlarged shaft 28 Feet, built partition and ladder to bottom.

Daily Notes

July 20 Started tearing out old timber and Enlarging shaft down two feet. Worked on tool house.

July 21 Enlarged shaft three feet and timbered five. worked on tool shed.

July 22 Rained. Worked on gas house.

July 23 Enlarged shaft five feet.

July 24 Timbered five feet, built partition and ladder.

July 25 Enlarged shaft two feet and timbered same.

July 27 Enlarged shaft two feet and timbered same. Worked on gas house

July 28 Enlarged shaft two feet and timbered same. worked on Shed over machinery.

July 29 Enlarged shaft two feet and timbered same.

July 30 Enlarged shaft two feet and timbered same

July 31 Enlarged shaft two feet and timbered same, building partition and ladder every 12 feet.

MAR 17 1961

Mr. Ray Herbert Fouts
P. O. Box 314
Franklin, North Carolina

Re: DMEA-2917 (Mica)
Ray Herbert Fouts
Allman Cove Mica Mine
Macon County, North Carolina
Contract Idm-8361

Dear Mr. Fouts:

As a result of the repayment in full of the Government's participation of $6,326.88 in the subject contract, the Government retains no lien against the property or on any future production therefrom.

We appreciate your interest and participation in the DMEA exploration program.

Sincerely yours,

(signed) FRANK E. JOHNSON

Acting Director

SPHolt/gla (3-16-61)
Rewritten 3-17-61
GCSelfridge/gla
cc to: Director's Reading File
Frank E. Johnson
CA&A Division
Docket
Code 500 Mr. Holt
Chron
Mr. Paul L. Grist and Mrs. Eliza Cobb Grist, Route #1, Dillard, Georgia
Region IV

GOVERNMENT COPY

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: Mr. Roy Herbert Fouts

Franklin, North Carolina

Pursuant to the provisions of Exploration Project Contract No. Idm-[illegible], dated July 2, 1953 (Docket No. DMA-2917), 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 comformable arc-shaped pegmatite was explored to and on the 100 foot level and indicated reserves of mica may be calculated.

THE UNITED STATES OF AMERICA

By C O Mitchell
Administrator, Defense Minerals
Exploration Administration

Dated: MAY 1 7 1954

WCAnderson:gmd 5/11/54
Copy to: Mr. Irving Gumbel, EFS, GSA
Mr. Thayer, 5216 GSA Bldg.
Mr. Hedges, 4604
Admr. R. File
Field Team, Region VII
Docket File
Operating Committee
Mr. Johnson
Mr. Chambers Finance Office Mr. Houk

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

MAY 18 1954

Mr. Roy Herbert Fouts

Franklin, North Carolina

Re: Docket No. DMEA-2917 - Mica
Allman Cove Mica Mine
Macon County, North Carolina
Contract No. Idm-E561

Dear Mr. Fouts:

Transmitted herewith is a Certification of Discovery or Development on Contract No. Idm-E561 on the Allman Cove Mica Mine, Macon County, North Carolina.

By the terms of the Exploration Project Contract and of the Certification, all production from the property from the date of the Exploration Project Contract, July 2, 1953, is subject to the Government's percentage royalty as set forth in the contract until the sum of $6,526.80 is paid, or until July 2, 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 payable 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 direct 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. Mittenderf

Administrator

Enclosure

WCAnderson:gad 5/11/54

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

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

660

MAY 18 1954

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

Re: Docket No. DMEA-2917 - Mica
Allman Cove Mica Mine
Roy Herbert Foute
Macon County, North Carolina
Contract No. Idm-2561

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 July 2, 1953, with the Government participating to the extent of 90% of $7,540.00 or $6,786.00.

The project was started on July 20, 1953, and completed February 26, 1954, after the expenditure of $7,252.00 which is the total accepted cost according to the Audit Review. The Government paid 90% of the total accepted cost or $6,526.80.

The work performed on this project consisted of rehabilitating 48 foot shaft, deepening it to 100 feet and driving 30 feet of crosscut and 64 feet of drift. A conformable arc-shaped pegmatite averaging 20 feet in thickness has been explored over a length of about 100 feet. The work performed indicated reserves of strategic mica.

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

Sincerely yours,

C. O. Mittendorf

Administrator

Enclosure

WCAnderson:gad 5/11/54

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

Operating Committee
Mr. Johnson
Mr. Chambers
Mr. Houk

GOVERNMENT COPY

DEPARTMENT OF ...
Defense Minerals ...
RECE...
MAR 24 1954

ROY H. FOUTS

EXPLORATION PROJECT CONTRACT
Docket No. DMEA-2917

AMENDMENT NO. 2

It is agreed this 16th day of March 1954, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and Roy Herbert Fouts, Franklin, North Carolina, each acting in consideration of the other to the terms hereinafter set forth, that Exploration Project Contract Idm-E 561, Docket No. DMEA-2917 dated 2nd day of July 1953, be modified and amended as of the date of the contract as follows:

In Exhibit "A"

(a) Under Description of the Work, delete item 3 and substitute the following:
"From about the 95 foot point in the shaft drive not more than 100 feet of crosscut and/or drift. Drifts will be 6' x 6' in cross section."

(b) Under "Agreed Unit Costs" add the words "and/or cross-cutting" after the word "drifting" in the last item.

This amendment shall not be construed to increase the estimated total cost of the project, the aggregate total amount which the Government may be required to pay, nor the amount of any item designated as 'allowable maximum.'

ROY H. FOUTS

Roy H. Fouts

UNITED STATES OF AMERICA

By W. A. Beck
Acting Executive Officer, DMEA-Reg. VII

zm

Government Copy

RECEIVED
Defense Minerals Administration
MAR 10 1954

DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

AMENDMENT NO. 1

Contract Docket No. DMEA-2917, Idm-E 561 (mica), dated 2nd day of July 1953, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration and Roy Herbert Fouts, of Franklin , North Carolina is hereby amended as follows:

1. Article 3 is amended to read...;" and shall bring the project to completion with a period of ten (10) months from the date of the contract....." instead of eight (8) months as written in the original contract.

This amendment shall not be construed to increase the estimated total cost of the project, the aggregate total amount which the Government may be obligated to pay, or the percentage of the cost which the Government may be obligated to pay, under the provisions of Article 4 of the contract form.

March 1, 1954

ROY HERBERT FOUTS

By Roy Herbert Fouts

THE UNITED STATES OF AMERICA

By Robert A. Lawrence

EXECUTIVE OFFICER
DMEA REGION VII

2.

Docket No. 2917

Commodity Mica

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

STRATEGIC AND CRITICAL MINERALS EXPLORATION PROGRAM

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

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

Contract No. Idm-E 661

Date of Contract ~~or Amendment:~~ July 2, 1953

Name and Address of Operator:

Roy Herbert Routs
Franklin, N. C.

Amount of Government participation ____ $ 6,786.00

Percent of Government participation ___ 90 %

Region: VII State: N.C.

Note: Please release $ 259.20 ; Advise Contract Administration and Audit Division

Elf Talbert
(Name)
for S. L. Chambers
Chief Contract Administration and Audit Division

(Title)

Date Delivered to Bureau of Mines, Washington.

4/30/54

54458

Docket No. DMEA 2917

Commodity Mica

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

STRATEGIC AND CRITICAL MINERALS EXPLORATION PROGRAM

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

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

Contract No. Idm-E 561

Date of Contract ~~or Amendment~~: July 2, 1953

Name and Address of Operator:

Roy Herbert Fouts
Franklin, N. C.

Amount of Government participation $ 6,786.00

Percent of Government participation 90 %

Region: VII State: N. C.

E. R. Talbert
(Name)

for J. L. Chambers,
Chief, Contract Administration and Audit Division
(Title)

Date Delivered to Bureau of Mines, Washington. July 2, 1953

3

13908

Defense Minerals Administration
RECEIVED
JUL 15 1953

MF-200 (A)
(February 1952)

DOCKET NO. DMEA - 2917

COMMODITY Mica

Government's Copy

IDM-E 561

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

# EXPLORATION PROJECT CONTRACT[1]

(Short Form)

IT IS AGREED this 2nd day of July, 1953, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] Roy Herbert Fouts
Franklin, North Carolina

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 North Carolina, County of Macon, described as ~~XXXXX~~ set forth in Annex II,

the Operator represents and undertakes:[4]

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

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

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

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

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

ARTICLE 4. *Costs of the project.*—The agreed, estimated costs of performing the work, expressed in terms of units of work to be performed (per foot of drifting, per foot of drilling, per cubic yard of material to be moved, etc.) are set forth in Exhibit "A," attached hereto. The Government will pay 90 percent of these agreed, estimated costs, as they accrue, for units of work actually performed that conform with the description or specifications for the work set forth in this contract, in an aggregate total amount not in excess of $6,786.00, which is 90 percent of $7,540.00, the agreed, estimated total cost of the project in which the Government will participate: *Provided,* That until the Operator's final report and final accounting have been rendered to the Government and any final check or auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract. The Government may, as it sees fit, make payments direct to the Operator's independent contractors, if any, for the account of the Operator, rather than to the Operator.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9. *Changes and added provisions* _____

Executed in sextuplicate the day and year first above written.

ROY HERBERT FOUTS
(Operator)

By Roy Herbert Fouts

THE UNITED STATES OF AMERICA

By C. Mittendorf
Administrator, Defense Minerals Exploration Administration

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

_____ [CORPORATE SEAL]

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

EXPLORATION PROJECT CONTRACT
ROY HERBERT FOUTS
DOCKET NO. DMEA-2917

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUL 15 1953

ANNEX I

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

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED

EXPLORATION PROJECT CONTRACT
ROY HERBERT FOUTS
DOCKET NO. DMEA-2917

ANNEX II

The land referred to in Article 2 of the contract form is part of the land described in a deed from the Bank of Franklin to M. D. Billings, dated August 28, 1935, and recorded in the office of the Register of Deeds for Macon County, North Carolina, in Deed Book Y-4 at page 248, and lies north of the Allman Cove Branch indicated on the plat attached hereto, made a part hereof, and entitled "Allman Cove Mica Tract."

DEPARTMENT OF THE INTERIOR
Bureau of Land Management
FILED

EXPLORATION PROJECT CONTRACT
ROY HERBERT FOUTS
DOCKET NO. DMEA-2917

EXHIBIT "A"

Description of the Work

The west end of the Allman Cove pegmatite will be explored by the work described below and indicated on the attached map entitled "Allman Cove Mica Mines, DMEA-2917."

1. Enlarge the existing 48-foot shaft, which is 4 feet by 4 feet in cross section, to 5 feet by 7 feet in cross section, and timber as necessary. The shaft is to be divided into two compartments by a partition, and approved ladders are to be installed in the manway compartment.

2. Deepen the shaft on the pegmatite not more than 52 feet, in cross section 5 feet by 7 feet.

3. Drift not more than 40 feet to the southeast and 60 feet to the northwest from the 95-foot point in the shaft. Drifts will be 6 feet by 6 feet in cross section.

The location, direction, and extent of all work shall have prior approval of the Government.

Agreed Unit Costs

| | | |
|---|---|---|
| Enlarging shaft (including cost of partition, ladders, and necessary timbering) 48 feet @ $30.00/ft. | $1,440.00 | |
| Deepening shaft (including cost of partition and ladders) 52 feet @ $42.00/ft. | 2,184.00 | |
| Timbering shaft from 48-foot point to bottom (as necessary) 52 feet @ $8.00/ft. | 416.00 | |
| Drifting 100 feet @ $35.00/ft. | 3,500.00 | |
| Total Agreed Unit Costs | | $7,540.00 |
| Government Participation at 90% | | $6,786.00 |

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 North Carolina, County of Macon, described as follows:1/ All that part of the land described in a deed from the Bank of Franklin to M.D. Billings, dated August 28, 1935, and recorded in the office of Register of Deeds for Macon County, North Carolina, in Deed Book Y-4 at page 248, that lies on the North of the Allman Cove Branch.

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/ Roy Herbert Fouts

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/$ 6,786.00, or ten years have elapsed from the date of the contract.

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

Dated this 21st day of February, 1953.

Eliza Cobb Grist [Seal]

Paul L. Grist [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.

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.

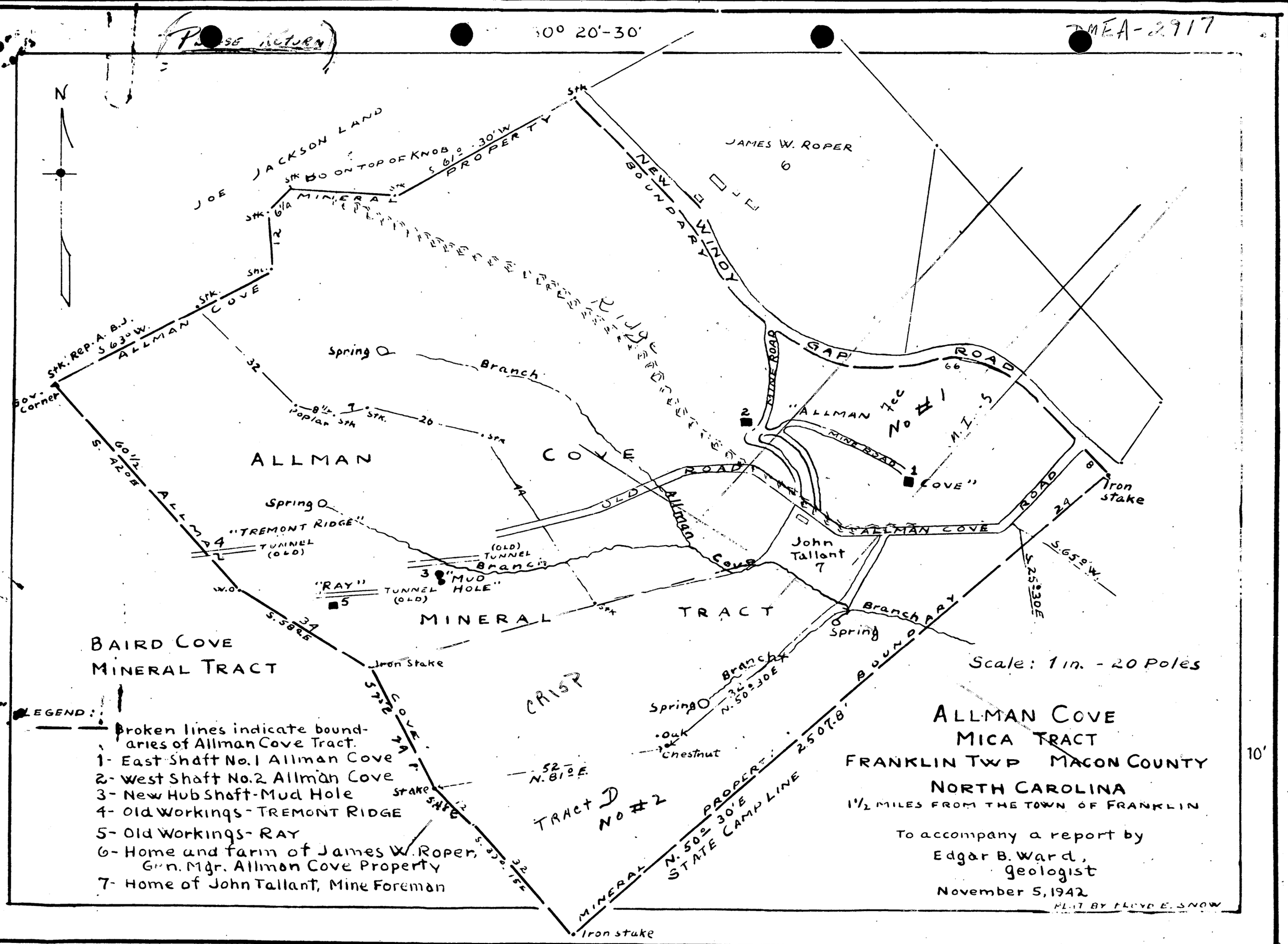
(c) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(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.

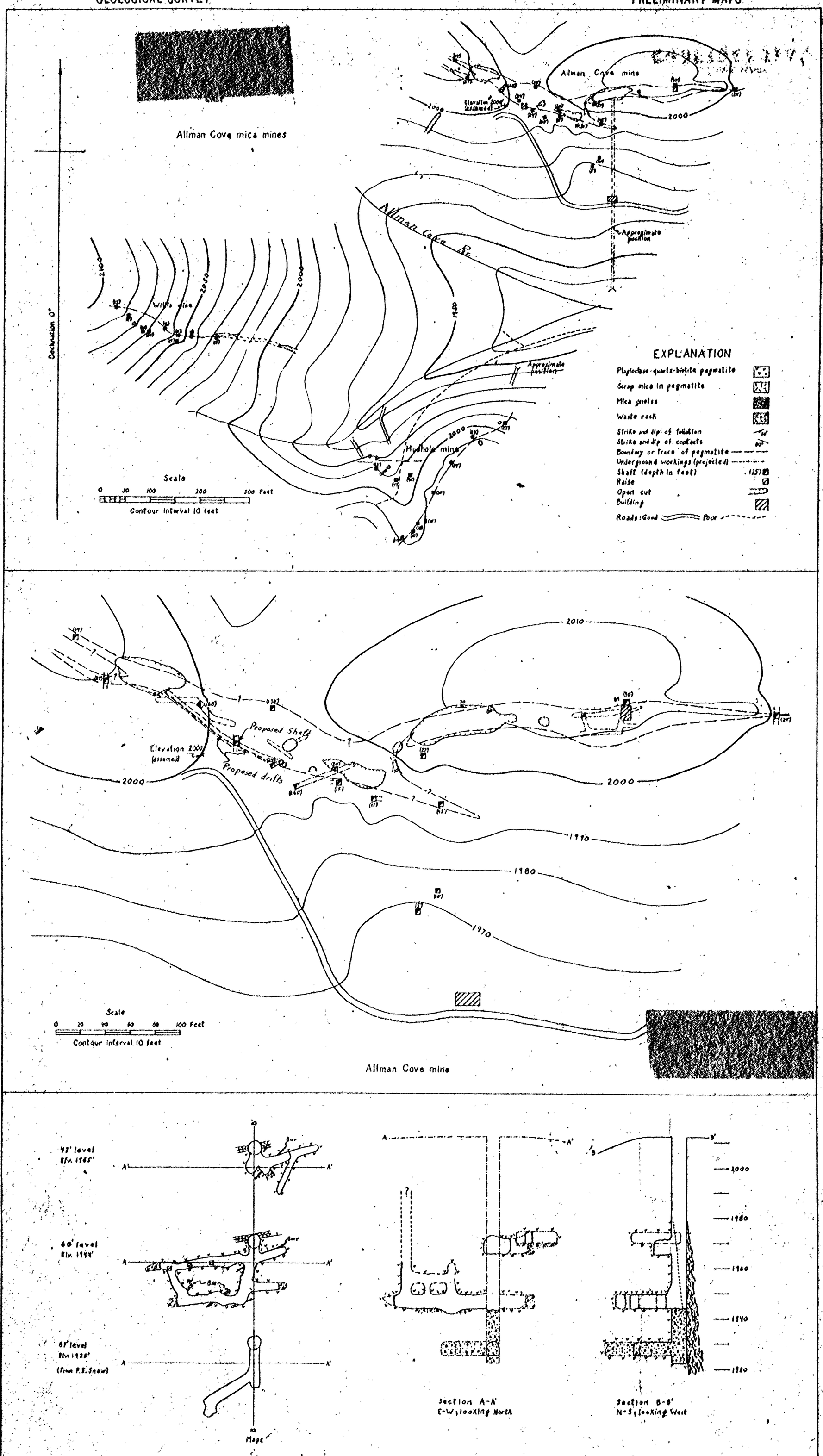
Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator 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.

Please return

MEA-2917



U.S. Geological Survey
Regional Office Files,
Eastern United States




DMEA-2917 (mica)

In cooperation with
State of North Carolina
Department of Conservation and Development
Division of Mineral Resources

# ALLMAN COVE MICA MINES

Geology and topography by
J.M. Parker III and V.C. Frykland Jr.
Mapped June - July 1943