DMEA Form 9
Rev. 6/57

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

OFFICIAL DOCKET FILE

Idm-E NO. 687

DMEA NO. 3256

Application
- [ ] Denied
- [ ] Withdrawn

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

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

Folder No. 1:

Left Side

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

Right Side

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

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

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

Additional Folders:

Left Side

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

Right Side

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

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

Folders No. _____: Settlement Sheets

Folders No. _____: Drill Logs

Folders No. _____: Royalty material

17963

Mr. Joh on:

File

Please check me on this.

Operator's standard closing letter to

Mrs. Charles L. Brown
Burnsville, North Carolina

Copies to:

Mr. Glen C. Rathburn
Route 3, Box 346
Burnsville, North Carolina

and refer to the Assignment of Contract executed February 8, 1955.

XXXX

Also

Copies to:

Mrs. Alice S. Byrd
177 Cumberland Ave.
Asheville, N. C.

Mr. Robert J. Brown
Burnsville, N. C.

Mr. Andrew E. Brown
Burnsville, N. C.

and refer to the undated Consent to Lien and Subordination Agreement.

Marion

JM
7/4

OFFICE OF MINERALS EXPLORATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF ROYALTY REVIEW

I have reviewed the files of the Washington office pertaining to Contract Idm-E687, Docket DMEA-3256 (mica), dated July 22, 1954, with

Charles L. Brown and Glenn C. Rathburn
Burnsville, North Carolina
and the assignee
Glenn C. Rathburn
Cane River, North Carolina

for the purpose of determining the amount of royalty payable to the U. S. Government on sales of minerals from property referred to as the Fox Mine (Brushy Creek Mine) located in Yancey County, North Carolina, during the period February 20, 1958, through June 15, 1960.

A certification of discovery or development was issued on June 27, 1957, and, in accordance with Annex II of the contract, royalty is payable on all minerals produced from the land described in Article 2 of the contract for a period of 12 years from the date of the contract or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first. A Report of Review dated February 11, 1957, indicated accepted costs under the exploration contract amounting to $4,143.00 with the Government's contribution on a 75 percent basis being $3,107.25.

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

This review established the total sales subject to the Government's royalty for the period to be $1,225.26. Royalty payable to the Government at the rate specified in the contract is $61.26.

A prior Report of Royalty Review found the sales subject to the Government's royalty through February 19, 1958, to be $2,526.81, which added to the sales for this subsequent period make a total of $3,752.07. The royalty account as of February 19, 1958, was:

Total Royalty Payable	$118.55
Total Royalty Paid	99.28
Balance of Royalty Due	$ 19.27

As of June 15, 1960, the royalty account of this project was found to be:

Total Royalty Payable	$179.81
Total Royalty Paid	163.54
Balance of Royalty Due	$ 16.27

January 19, 1962

E. D. Talbert, OME Auditor

Idm-E687 Glenn C. Rathburn, Assignee DMEA-3256

STATUS OF PROJECT, SCOPE OF REVIEW
AND REASONS THEREFOR

At the time this exploration project contract was executed, Glenn C. Rathburn was in possession of the property thereunder by virtue of a February 6, 1955, lease of the mineral rights from the several landowners, one of whom was Charles L. Brown. Before the exploration work was completed Brown assigned his interest in the exploration project contract to Rathburn. The Government's Consent dated December 17, 1954, provides that the assignor is not released from the terms and conditions of the contract.

The contract provides that the Operator, as principal if the producer or as surety if not the producer, shall pay the Government's royalty on all production from the land. In connection with the extension of the royalty repayment period to 12 years by Amendment No. 4, the then current owners (Charles L. Brown, Alice S. Byrd, Andrew E. Brown, and Robert J. Brown) executed an undated Consent to Lien and Subordination Agreement. The so-called "abandonment" clause in Article 7 of the contract was deleted by Amendment No. 1.

The exploration work was terminated on November 23, 1956, and the files indicate that the Operator-Assignee sold his lease on September 28, 1957, to Robert Felton, Box 11, Burnsville, North Carolina, and Dana W. Norris, 1117 Cordova Road, Ft. Lauderdale, Florida. They, in turn, transferred the lease to E. M. Fredericks of Fredericks Associates, Box 4047, Charleston, West Virginia, on December 12, 1957.

During the period of the exploration work sales of mica, both sheet and punch, and feldspar were made in the name of Glenn C. Rathburn. During August, September, and October of 1957 and September of 1958 sales were made in the name of Southeastern Mining & Development Corporation, Inc., Burnsville, North Carolina. Examinations by field representatives on September 17, 1958, and January 30, 1959, found the property inactive. A check of the Spruce Pine Mica Purchase Depot's records during June 1960 disclosed no unreported sales.

The files disclose reported sales of production which may be summarized as follows:

Idm-E687 Glenn C. Rathburn, Assignee DMEA-3256

	Rathburn	Southeastern	Total
Quantities:			
Sheet Mica (lbs.)	97.14	86.52	183.66
Hand Cobbed Mica (lbs.)	-0-	435.00	435.00
Punch Mica (lbs.)	516.00	693.00	1,209.00
Scrap Mica (lbs.)	-0-	227.00	227.00
Feldspar (long tons)	30.62	-0-	30.62
Proceeds:			
Sheet Mica	$1,601.06	$1,370.75	$2,971.81
Hand Cobbed Mica	-0-	435.00	435.00
Punch Mica	40.85	55.44	96.29
Scrap Mica	-0-	3.40	3.40
Feldspar	245.57	-0-	245.57
Totals	$1,887.48	$1,864.59	$3,752.07
Royalty Payable:			
Mica @ 5%	$ 82.08	$ 93.23	$ 175.31
Feldspar @ 2%	3.26	-0-	3.26
Feldspar @ 1½%	1.24	-0-	1.24
Totals	$ 86.58	$ 93.23	$ 179.81
Royalty Paid	70.31	93.23	163.54
Balance Due	$ 16.27	$ -0-	$ 16.27

The prior Report of Royalty Review dated March 14, 1958, shows a balance due of $19.27, the details of which are set forth on the second page thereof. By letter dated March 6, 1959, Mr. Rathburn submitted a money-order paying $3.00 on account and stated "We will try to bring the royalty up to date immediately". To date the balance due of $16.27 has not been paid.

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

(1) The files indicate that the property has been inactive since September 1958;
(2) All sales have been reported and, except as indicated above, proper royalty thereon has been paid; and
(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.

DEFENSE MINERALS EXPLORATION ADMINISTRATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF ROYALTY REVIEW

I have reviewed the records of the Executive Officer, DMEA Field Team, Region V, Knoxville, Tennessee, pertaining to Contract Idm-L687, Docket No. DMEA-3256 (Mica), dated July 22, 1954, with

Glenn C. Rathburn, Assignee
Cane River, North Carolina

for the purpose of determining the amount of royalty due the U. S. Government on sale of mica and feldspar from property referred to as Fox Mine, located in Yancey County, North Carolina, during the period July 22, 1954, to February 19, 1958.

A certification of discovery or development was issued on June 27, 1957, and, in accordance with the contract, royalty is payable on the net proceeds realized from production as a result of such discovery or development during a period of 10 years from the date of the contract or until the amount of the Government's contribution to exploration costs has been repaid, without interest, whichever occurs first. A report of review in lieu of final audit dated February 11, 1957, indicated accepted costs under the exploration contract amounting to $4,143.00 with the Government's contribution, on a 75 percent basis, being $3,107.25. The scope of the present royalty review and the reasons therefor are stated on Schedule "A" attached.

My review established the total sales of mica and feldspar to be $2,526.81. Royalty due the Government at the rates specified in the contract is $118.55. The royalty paid and balance due are as follows:

Total Royalty Due	$118.55
Total Royalty Paid	99.28
Balance of Royalty Due per Schedule "A"	$ 19.27

March 14, 1958

C. E. Fisher, Auditor

Schedule "A"

Contract Idm-E687, Docket No. DMEA-3256 (Mica)

Report of Royalty Review

This review was limited to the listing of sales of sheet mica to the Mica Purchase Depot, Spruce Pine, North Carolina, and sales of punch mica and feldspar to local dealers obtained from Fox Mine on which royalty was received by the DMEA Region V office. The list, which is filed with my audit work papers, was also checked with the purchase records of the Depot. A summary of the indicated production, sales, and royalty due the Government follows:

Item	Production (Pounds)	Sales	ROYALTY Due	Paid	Balance
Sheet mica	137.84	$2,240.39	$112.01	$86.76	$25.25
Punch mica	516.00	40.85	2.04	2.04	-0-
Totals - mica	653.84	$2,281.24	$114.05	$88.80	$25.25
	(Tons)				
Feldspar	30.62	245.57	4.50	10.48	(5.98)
Total sales and royalty		$2,526.81	$118.55	$99.28	$19.27

Detail of Royalty Balance

Sheet Mica			Royalty Due
Lot 151	Final payment by Depot	$115.14	$ 5.76
" 301	"	137.24	6.86
" 445	Total payments by Depot	139.04	6.95
" 591	"	142.00	7.10
		$533.42	$26.67

Less: Overpayments

Lot 123	Final payment by Depot	$ 88.61	Royalty paid $5.43	
	Value of White Oak mica	(26.51)		(1.33)
	Net value Fox Mine mica	$ 62.10	Royalty due 3.10	
Lot 185	Final payment by Depot	$ 59.56	Royalty paid $3.07	
			Royalty due 2.98	(.09)
			Total	$25.25

Feldspar

Date Sold	Tons	Price	Proceeds	ROYALTY Paid	Due	Overpaid
July 1955	5.98	$6.50	$ 38.87	$ 1.94	$ .58	$1.36
Oct. 1955	19.15	8.50	162.78	8.14	3.26	4.88
Dec. 1955	5.49	8.00	43.92	.40	.66	(.26)
Totals	30.62		$245.57	$10.48	$4.50	$5.98

Under provisions of Article 6 of the contract the royalty rate is 1½ percent on sales at prices less than $8.50 per ton and 2 percent on

sales at prices between $8.50 and $8.99 per ton. Royalty due on feldspar sales has been computed on this basis.

An on-site royalty audit was not made at this time because the administrative cost to the Government would be excessive in relation to the amount of possible additional royalty which might be disclosed.

Check Sheet of Examining Engineer

Operator's Name ~~Brown and Rathburn, Glenn C. Rathburn~~, Assignee

Address ~~Cane River, North Carolina~~

~~Fox Mine, Yancey County, N.C.~~

Exploration Contract No. ~~Idm-E687~~ Docket No. ~~DMEA-3256~~

	Check One Yes	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?	X	
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.

6. Operator is not too literate and has been confused about royalty payments from the start.

Date 2-20-58

Wm. A. Beck, Mining Engineer

82448

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
6/20	Anderson	600
6/21	Hook	600
	Burton	140
	Sanger	140
6-21	Champlin	800
6/26	Selfridge	130
6/26	Yoder	130
6/26	Nelson	130
"	Johnson	110
27	Mittendorf	100
6/27		220
		225

600 "Appd. Sol. Onl."

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

To: Mr. Glenn C. Rathburn

Cane River, North Carolina

Pursuant to the provisions of Exploration Project Contract No. Idm-E687, dated July 22, 1954, Docket No. DMEA-3256, 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 therefor 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:

Shaft sinking and subsequent drifting on the 50-foot level exposed a series of thin parallel, plunging, mica-rich structures in a pegmatite discordantly emplaced in a fine-grained banded hornblende gneiss and schist. Sufficient data were obtained to calculate indicated and inferred reserves of strategic mica.

THE UNITED STATES OF AMERICA

By C P Mittendorf
Administrator, Defense Minerals
Exploration Administration

Dated JUN 27 1957

WCAnderson:rsi 6/19/57
Copy to: Admr. R. File
Mr. Johnson
Operating Committee
Mr. Chambers
Mr. Fredell, GSA
Field Team, Region V
Finance Officer
Mr. Kiilsgaard, 5222
Mr. Lamb, 3649
Mr. Houk
Mr. George A. Brown
Mr. Robert L. Brown
Alice S. Byrd
Nora Belle Brown
Mr. and Mrs. Charles L. Brown

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MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
		110
9/3/66	Kirkham	120
		120

SEP 13 1966

Mrs. Charles L. Brown

Burnsville, North Carolina

Re: DMEA-3256 (Mica)
Glenn C. Rathburn, Assignee
Fox Mine
Yancey County, North Carolina
Contract Idm-E687

Dear Mrs. Brown:

By the terms of the subject Exploration Project Contract, as amended, and the certification of discovery or development dated June 27, 1957, all minerals mined or produced from July 22, 1954, to July 22, 1966, were subject to the Government's royalty as set forth in said contract.

As the period during which production was subject to royalty has now expired, the Government according to its present records retains no claim or lien against the property subject to the contract or any future production therefrom. We, therefore, are closing our books and records on this contract. Your attention, however, is called to the provisions of the contract which require the Operator to keep and preserve certain records for the periods indicated.

Sincerely yours,

FRANK E. JOHNSON

Frank E. Johnson
Chief, Office of
Minerals Exploration

cc: Director's Reading File
Division File
Economic Geology File
R. A. Laurence, Knoxville, Tenn.
Br. of Budget and Finance
OME Reading File
120M

W/cy inc, 63

Copies to: Mr. Glenn C. Rathburn, Route 3, Box 346, Burnsville, N.C.
Mrs. Alice S. Byrd, 177 Cumberland Ave., Asheville, N.C.
Mr. Robert J. Brown, Burnsville, N.C.
Mr. Andrew E. Brown, Burnsville, N.C.

MMerrithew/mm (9/2/66)

23263

cc: Director's Reading File
Division File
Economic Geology File
R. A. Laurence, Knoxville, Tenn.
Dr. of Budget and Finance
OMB Reading File
IZOM

Copies to: Mr. Glen C. Rathburn, Route 3, Box 346, Burnsville, N.C.
Mrs. Alice B. Byrd, 177 Cumberland Ave., Asheville, N.C.
Mr. Robert L. Brown, Burnsville, N.C.
Mr. Andrew E. Brown, Burnsville, N.C.

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DEFENSE MINERALS EXPLORATION ADMINISTRATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF REVIEW

I have reviewed the Monthly Reports of:

Charles L. Brown and Glenn C. Rathburn
Burnsville, North Carolina
and the assignee
Glenn C. Rathburn
Cane River, North Carolina

pertaining to Exploration Project Contract No. IdmF(C)7, Docket No. DMEA-3256, including Amendment Nos. 1, 2, 3, and 4, for the period of August 11, 1954, to November 22, 1956, inclusive, covering a project for the exploration of mica on property, known as the Fox Mine located in Yancey County, North Carolina.

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

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

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

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

Total cost as billed by Contractor		$4,143.00
Exceptions:		
By DMEA Finance Officer	-0-	
Herewith	-0-	-0-
Total Accepted Costs		$4,143.00

The contract calls for a 75 percent participation of exploration expenses by the United States Government. Therefore, payment to the contractor by the Government in the amount of Three thousand one hundred seven and 25/100 Dollars

$3,107.25

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. N. Talbert
E. N. Talbert, Auditor

February 11, 1957

Docket copy

Robert Thorpe
Anderson
Hauch
Talbert
Selfridge
Johnson
Mattenberg

TERMINATION AGREEMENT

It is agreed this 26th day of November, 1956, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Glenn C. Rathburn, Assignee, hereinafter called the "Operator," parties to that certain Exploration Project Contract No. Idm-2687 (Docket No. DMEA-3256), dated July 22, 1954, as amended, hereinafter called the "Contract," that:

1. Effective November 23, 1956, the Contract and all obligations of the parties thereunder, except as otherwise herein expressly provided, shall be and are hereby terminated.

2. The Government shall contribute only to the fixed unit costs of work performed prior to said effective date.

3. The Operator shall promptly perform all winding-up and settlement actions provided for in the Contract, including the rendering of the final report and final account.

4. All rights of the Government with respect to certification of discovery or development, percentage royalty, and liens for its payment; and all rights of the Government with respect to records, audits, and recovery of any overpayment, as provided in the Contract, are preserved.

5. The Operator hereby releases and agrees to save the Government harmless from all claims or demands under or arising out of said Contract, except as otherwise provided in this termination agreement.

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

THE UNITED STATES OF AMERICA

By Robert A. Lawrence
Executive Officer
DMEA Field Team, Region V

Glenn C. Rathburn
Glenn C. Rathburn, Assignee

Docket copy

RECEIVED
JUL 26 1956

Sandratz 6/7/56
Anderson
Hunt
Talbert
Martin
Williams
Matthewson

EXPLORATION PROJECT CONTRACT
GLENN C. RATHBURN, Assignee
DOCKET NO. DMEA-3256

AMENDMENT NO. 4

It is agreed this _____ day of JUL 17 1956, 1956, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and Glenn C. Rathburn, Assignee, that Exploration Project Contract Idm-2687 (Docket No. DMEA-3256), dated July 22, 1954, as amended, is further amended as follows:

1. The time for completion of the work specified in the Contract, which was extended to July 22, 1956, by Amendment No. 3, dated January 24, 1956, is hereby further extended to November 22, 1956.

2. The maximum period for royalty payments and lien to secure the payment thereof is hereby extended to twelve years from the date of the 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 required to contribute, nor the agreed unit cost of any item of work.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By Robert A. Lawrence
Executive Officer, DMEA
Field Team, Region V

Glenn C. Rathburn
Glenn C. Rathburn, Assignee

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA-
Contract No. Idm-E
Contract Date

RECEIVED
NOV 16 1956
D.M.E.A.

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Yancey, State of North Carolina, described as follows: 2/ Beginning on a stake located on the property of Charles L. Brown, Alice S. Byrd and W. A. Brown 200 feet S. 36 W. from the center of the excavated shaft known as the Fox Mine and runs through said property N. 54 W. 400 feet to a stake in said property; thence N. 36 E. 600 feet to a stake in said property; thence S. 54 E. 1754 feet to a stake in line and fence of James Riddle; thence due S. up the hill with said Riddle's old line 746 feet to a stake in the line of said property; thence N. 54 W. 1794 feet to the beginning.

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom, to secure the payment to the Government of a percentage royalty on production as may be provided for by the Contract;

3. Subordinates the undersigned's right, title, claim, or interest in or against the land and in any production therefrom to the rights of the Government under the contract with respect to royalty on production and liens to secure same;

4. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none." Do not leave lines blank.)

NONE

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

2/ 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.

5. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this Agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land, or any production therefrom furnishing the Government with two copies of such notice; and

6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provision: _____ (State "None" or "See Annex No.____")

Dated this _____ day of _____, 195__.

Alice S Byrd	[Seal]	177 Cumberland Ave Asheville NC	[Address]
Robert J. Brown	[Seal]	Burnsville NC	[Address]
Andrew E. Brown	[Seal]	Burnsville N.C.	[Address]
Charles L Brown	[Seal]	Burnsville NC	[Address]
	[Seal]		[Address]
	[Seal]		[Address]

I, _____ certify that I am the _____ _____ (Secretary, etc.) of the corporation named herein; that _____ _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____

[Corporate Seal]

Docket Copy

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EXPLORATION PROJECT CONTRACT

DMEA-3256, GLEN C. RATHBURN, Assignee

AMENDMENT No. 3

It is agreed this 24th day of January 1956, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Glen C. Rathburn, Assignee, hereinafter called the "Operator," party to that certain Exploration Project Contract Idm-E687, Docket No. DMEA-3256, dated July 22, 1954, hereinafter called the "Contract," be further amended as follows:

Article 3. The time for completion of the work is extended to July 22, 1956, instead of February 15, 1956 as indicated in Amendment 2, dated October 10th 1955.

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 contribute, nor the agreed unit cost of any item of work.

Glenn C. Rathburn
Glen C. Rathburn, Operator

THE UNITED STATES OF AMERICA

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

January 24, 1956

Docket Copy

Original Changes 10/9/5

RECEIVED OCT 10 1955

EXPLORATION PROJECT CONTRACT

DMEA-3256, GLENN C. RATHBURN, Assignee

AMENDMENT No. 2

It is agreed this 10th day of October 1955, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Glenn C. Rathburn, Assignee, hereinafter called the "Operator", party to that certain Exploration Project Contract Idm-E687, Docket No. DMEA-3256, dated July 22, 1954, hereinafter called the "Contract," be further amended as follows:

Article 3. The time for completion of the work is extended to February 15, 1956, instead of October 15, 1955 as indicated in Item 2 of Amendment No. 1, dated February 27, 1955.

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 contribute, nor the agreed unit cost of any item of work.

Glenn C. Rathburn
Glenn C. Rathburn, Operator

THE UNITED STATES OF AMERICA

By Robert A. Lawrence
Executive Officer, DMEA
Field Team, Region V

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

RECEIVED
FEB 16 1955

February 14, 1955

Memorandum

To: Operating Committee, DMEA - Washington 25, D. C.

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

Subject: Assignment of Contract # Idh-E687, DMEA-3256 (mica)
Glenn C. Rathburn, Burnsville, N. C.

Transmitted are three signed copies of the subject Assignment of Contract, signed by Mr. Glenn C. Rathburn.

The usual distribution of the other copies has been made by this office.

V. J. Lynch

V. J. Lynch

Docket Copy

DEPARTMENT OF THE INTERIOR
Bureau Mineral Administration
RECEIVED
FEB 16 1955

ASSIGNMENT OF CONTRACT

WHEREAS, Charles L. Brown and Glenn C. Rathburn, partners, entered into Exploration Project Contract Idm E607 (Docket No. DMEA 3256), dated July 22, 1954, hereinafter called the "Contract"; and

WHEREAS, Charles L. Brown, hereinafter called the "Assignor," assigned his one half interest in a lease dated February 6, 1953, to Glenn C. Rathburn, hereinafter called the "Assignee", covering the land which is the subject of the contract and the Assignee desires to complete the work under the contract;

NOW THEREFORE, the Assignor, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration received from the Assignee, does hereby assign, transfer, and convey to the Assignee all of his right, title, and interest in the Contract. The Assignor consents to all future amendments of the Contract, and hereby releases the Government from any and all claims, past, present, or future, arising out of the Contract.

This Assignment is subject to the written acceptance by the Assignee of the terms, provisions, and conditions of the Contract and to the written consent of the Government.

Dated this 8th day of February, 195.

Charles L. Brown

ASSIGNEE'S ACCEPTANCE

The Assignee, Glenn C. Rathburn, hereby accepts the above assignment and agrees to be bound by the terms, provisions, and conditions of the Contract.

Dated this 8th day of February, 1955.
8th February

Glenn C. Rathburn

GOVERNMENT'S CONSENT

The Government, this 17th day of December, 1954, hereby consents to the above Assignment without releasing the Assignor, Charles L. Brown, from any of the terms, provisions, and conditions of the Contract.

THE UNITED STATES OF AMERICA

By C. Mittenders
Administrator, Defense Minerals
Exploration Administration

"Appd. Sol. Off." Rutin
Holland
Hook
Chamber
Selfridge
Johnson

Docket copy

EXPLORATION PROJECT CONTRACT
CHARLES L. BROWN AND GLENN C. RATHBURN
DOCKET NO. DMEA-3256

AMENDMENT NO. 1

It is agreed this 27 day of February, 1955, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Charles L. Brown and Glenn C. Rathburn, hereinafter called the "Operator," parties to that certain Exploration Project Contract Idm-2687, Docket No. DMEA-3256, dated July 22, 1954, hereinafter called the "Contract," that:

1. (a) Work under the Contract shall be suspended during the period beginning December 1, 1954, and ending not later than May 15, 1955.

(b) The Operator at his own cost and expense, without contribution by the Government, during the period of suspension shall preserve and protect the project work and any property in which the Government has an interest, and the Government shall not contribute to any costs of rehabilitation.

2. The time fixed for the completion of the work is extended to October 15, 1955.

3. In Article 7 of the Contract, that part of the second sentence which begins with the word "Provided" is deleted.

4. In Annex II attached to the Contract, paragraph b, substitute the words "eleven years" for the words "ten years."

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 contribute, nor the agreed unit cost of any item of work.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

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

Glenn C. Rathburn
Glenn C. Rathburn

Charles L. Brown

Robin Hollingsworth
Andrew
Hugh Selfridge
Chandler
J.E. Johnson

MF-200 (A)
(February 1952)

DOCKET NO. DMEA 3256

COMMODITY Mica

IDM - E 687
Docket Copy

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

EXPLORATION PROJECT CONTRACT[1]
(Short Form)

IT IS AGREED this 22nd day of July, 1954 between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] Charles L. Brown and Glenn C. Rathburn, partners
Burnsville, North Carolina

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

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

ARTICLE 2. *Operator's property rights.*—With respect to that certain land situated in the ~~State of~~ North Carolina xxxxx as set forth in Annex I, County of Yancey, described as follows:[3]

the Operator represents and undertakes: That Charles L. Brown is the owner of a ½ interest in the mineral rights
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

(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~~ Glenn C. Rathburn is a lessee, in possession and entitled to possession, and the Owner's Consent to Lien is attached.

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

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

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

ARTICLE 4. *Costs of the project.*—The agreed, estimated costs of performing the work, expressed in terms of units of work to be performed (per foot of drifting, per foot of drilling, per cubic yard of material to be moved, etc.) are set forth in Exhibit "A," attached hereto. The Government will pay 75 percent of these agreed, estimated costs, as they accrue, for units of work actually performed that conform with the description or specifications for the work set forth in this contract, in an aggregate total amount not in excess of $4,341.00, which is 75 percent of $5,788.00, 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.

16—66329-1

(*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:

(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. See Annex II substituted for Article 6

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

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

ARTICLE 9. *Changes and added provisions* _____

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

Charles L. Brown
Charles L. Brown

Glenn C. Rathburn
Glenn C. Rathburn

By C. J. Mitkevicz
Administrator, Defense Minerals Exploration Administration

Peter Hoffland Smith
Chamberlain
Thayer
Hedges
Selfridge

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]

EXPLORATION PROJECT CONTRACT
CHARLES L. BROWN AND GLENN C. RATHBURN
DOCKET NO. DMEA-3256

ANNEX I

The land referred to in Article 2 of the contract form and in Annex II is known as the Fox Mine and was leased for mining purposes for a period of 10 years to Glenn C Rathburn, by Alice S. Byrd, Andrew Brown, Laura Brown and husband, Charles L. Brown, he being a partner of the lessee, by an instrument dated February 6, 1953. It is located one-half mile east of Pigpen Bluff, 4.3 airline miles N. 45° E. of Burnsville, and 3.8 airline miles N. 18° W. of Micaville, Yancey County, North Carolina, and is bounded as follows:

> Beginning on a stake located on the property of Charles L. Brown, Alice S. Byrd, and W. A. Brown 200 feet S. 36° W. from the center of the excavated shaft known as the Fox Mine and runs thence through said property N. 54° W. 400 feet to a stake in said property; thence N. 36° E. 600 feet to a stake in said property; thence S. 54° E. 1754 feet to a stake in line and fence of James Riddle; thence due south up the hill with said Riddle's old line 746 feet to stake in the line of said property; thence N. 54° W. 1794 feet to the beginning, containing 26.2 acres more or less.

EXPLORATION PROJECT CONTRACT
CHARLES L. BROWN AND GLENN C. RATHBURN
DOCKET NO. DMEA-3256

ANNEX II

The following provisions are in lieu of Article 6 :

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

b. Royalty on production.--The Operator, as principal, if the Operator is the producer, or as surety, if the Operator is not the producer, shall pay to the Government a royalty on all minerals mined or produced from the land, 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, or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first; or (2) if the Government makes a certification of discovery or development, for a period of ten years from the date of the contract, or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first.

c. Basis for computation.--The Government's royalty shall be a percentage of the gross proceeds (including any bonuses, premiums, allowances, or other benefits) from the production sold, in the form sold (ore, concentrates, metal, or equivalent), at the point of delivery (the f.o.b. point); except, that charges of the buyer arising in the regular course of business, and shown as deductions on the buyer's settlement sheets, on account of the cost of treatment processes performed by the buyer, sampling and assaying to determine the value of the production sold, and freight paid by the buyer to a carrier (not the Operator), shall be allowed as deductions in arriving at the "gross proceeds" as that term is used herein. Any costs of treatment processes, sampling or assaying, or transportation, performed or paid by the

Operator or by anyone other than the buyer, are not deductible in arriving at the "gross proceeds" as that term is here used. The term "treatment processes," as here used, means those processes (such as milling, concentrating, smelting, refining, or equivalent) applied to the raw ore or other production after it is extracted from the ground, to put it into a commercially marketable form; excluding fabricating or manufacturing.

d. Unsold production.--If any production (ore, concentrates, metal, or equivalent), after the lapse of six months from the date the ore was extracted from the ground, remains neither sold nor used by the Operator in integrated manufacturing or fabricating operations (for instance, if it is stockpiled), the Government, at its option, as long as it so remains, may require the computation and payment of its royalty on the value of such production in the form (ore, concentrates, metal, or equivalent) it is in when the Government elects to require computation and payment. If any production is used by the Operator in integrated manufacturing or fabricating operations before the Government makes its election, the Government's royalty on such production shall be computed on the value thereof in the form in which and at the time when it is so used. "Value" as here used means what is or would be gross income from mining operations for percentage depletion purposes in Federal income tax determination, or the market value, whichever is greater.

e. Percentages of royalty.--The percentages of the Government's royalty shall be as follows:

> One and one-half ($1\frac{1}{2}$) percent of amounts ("gross proceeds" or "value") not in excess of eight dollars ($8.00) per ton of production in the form in which sold, held, or used, plus one-half ($\frac{1}{2}$) percent for each additional full fifty cents ($0.50) by which such amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such amounts.
>
> (For instance: the royalty on an amount of five dollars ($5.00) per ton, would be one and one-half ($1\frac{1}{2}$) percent; on an amount of ten dollars ($10.00) per ton, three and one-half ($3\frac{1}{2}$) percent.)

f. Lien for payment.--To secure the payment of its percentage royalty, there is hereby granted to the Government a lien upon the land or the Operator's interest in the land and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

g. Notice to purchasers.--The Operator shall give notice of the Government's claim for royalty to any purchaser of the production, and shall authorize and direct such purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets. If the records of any production and sales or other disposition of production, whether the production is by the Operator or by others, are not made available to the Government, the amount of the royalty may be estimated by the Administrator, Defense Minerals Exploration Administration, or his successor, and his estimate thereof shall be final and binding upon the Operator.

h. No obligation to produce.--Nothing in this contract is 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.

i. Government not obligated to buy.--Nothing in this contract shall be construed as imposing any obligation on the Government to purchase any minerals mined or produced from the land.

58694

EXPLORATION PROJECT CONTRACT
CHARLES L. BROWN AND GLENN C. RATHBURN
DOCKET NO. DMEA-3256

EXHIBIT "A"

Description of the Work

Exploration for concentrations of strategic mica shall be accomplished in the area indicated on the attached map entitled "Sketch of Fox Mine, Yancey Co., N.C. DMEA-3256 (mica)," as follows:

1. Construct 3,000 feet of access road by bulldozing method.

2. Construct a combination toolhouse-bunkhouse, a powder magazine, and an exploder magazine.

3. Sink 50 feet of incline on the pegmatite with partitioned manway.

4. Explore the pegmatite by driving 75 feet of drift and/or crosscut.

The shaft and the drift and/or crosscut shall be timbered where necessary and they shall have cross-sectional dimensions of 5 feet by 7 feet in the clear of timber.

The location, inclination, direction, and extent of all work are subject to the approval of the Government.

AGREED UNIT COSTS

Constructing access road by Bulldozer, 50 hours @ $10.00/hr.	$500.00	
Constructing - toolhouse-bunkhouse 1/	125.00	
powder magazine 1/	25.00	
Exploder magazine 1/	13.00	
Sinking 50 feet of incline @ $50.00/ft.	2,500.00	
Driving 75 feet of drift and/or crosscut @ $35.00/ft.	2,625.00	
Agreed Estimated Total Cost of Project		$5,788.00
Government Participation @ 75%		$4,341.00

1/ The completed work constitutes the unit.

MF-203
(Revised July 1, 1954)

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 Yancey County, described as

follows: 1/ Beginning on a stake located on the property of Charles L. Brown, Alice S. Byrd and W. A. Brown 209 feet S. 36 W. from center of the overshot shaft known as the Fox Mine and runs thence through the property N. 54 W. 400 feet to a stake in said property thence N. 36 E. 300 feet to a stake in said property; thence S. 54 E. (E) 174 feet to a stake in the line and fence of James Riddle; thence the South up the hill with said Riddle's old line 746 feet to a stake in the line of said property; thence N. 54 W. 174 feet to the Beginning, containing 26.2 acres, more or less.

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

2/ Charles L. Brown and Glenn G. Rathburn

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

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

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

2. To secure the payment to the Government of the percentage royalty on production 3/ provided for under the terms of said exploration project contract or any amendment thereof there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

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.

(OVER)

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

4. Changes and added provisions _____

_____

_____

_____

Dated this 3 day of July, 1954.

Charles L. Brown [Seal]

Laura B. Brown [Seal]

_____ [Seal]

George A. Brown (Seal)
George A. Brown, Commissioner

Robert L. Brown (SEAL)

Nora Belle Brown (SEAL)

Alice S. Byrd. (Seal)

NORTH CAROLINA
YANCEY COUNTY

I, Mildred L. Roberts, Notary Public, do hereby certify that Charles L. Brown, Laura Brown, Robert J. Brown and Nora Belle Brown, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for all the purposes therein expressed.

Witness my signature and official this the 2nd day of August, 1954.

Mildred L. Roberts
Notary Public

My comm. expires: 1-17-55.

North Carolina
Yancey County

This is to certify that on this day personally came before me, a notary public, George A. Brown, Commissioner, and Alice S. Byrd, who each acknowledged the due execution of the foregoing attached consent to lien, for the purposes therein set forth.

This August 3, 1954.

Interior—Duplicating Section, Washington, D. C. 63498

G M Angell
Notary Public

My Commission Expires on the

5 day of April, 1955

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
15 1954

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

Not to be filled in by applicant

Docket No. ~~3257~~ 3256
Metal or Mineral Mica
Date Received
Estimated Cost $9,104
Participation (Government %)

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: Brown & Rathburn, Burnsville, N. C.

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

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

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

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

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract

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

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

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

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

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

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

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

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

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

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

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

.....

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Money ☑ Use of equipment owned by you ☑ Other

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated February 9, 1954

Brown and Rathbun
(Applicant)

By Partner

Glenn C. Rathbun

Carl Brown R.A.

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

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

BROWN & RATHBURN
BURNSVILLE, N. C.
(Fox Mine)

Form MF - 103

1. (a) Brown & Rathburn
   (b) Partnership
   (c) Does not apply
   (d) Charles L. Brown, Burnsville, N. C.
   Glenn Rathburn, Cane River, N. C.

2. Have Complied with

3. (a) Refer to lease attached to application and recorded in book number 96, page 598, Yancey County register of deeds.
   (b) Fox Mine
   (c) Rathburn has no interest, Brown owns one-fourth mineral interest of property.
   (d) Copy of lease attached
   (e) None
   (f) None

4. (a) This mine was worked during world war two, and a small quantity of mica was produced and sold to the government. The operation during world war two, was very small and was on a ground hog basis.
   (b) We have no record of production of this mine.
   (c) The history of this mine is that the mica produced during world war two was strategic mica and it is believed that with an exploration loan to properly explore this prospect a good amount of strategic mica will be mined.
   (d) Approximately one mile of passable road, and it will be necessary to extend the road two-tenths of a mile to the mine. It is located twelve miles from the Spruce Pine depot.
   (e) Manpower, material, supplies, equipment, water, and power available.

5. (a) Strategic Mica
   (b) It is proposed to sink a 125 foot shaft and drive a 100 foot drift 50 ft. north and 50 ft. south.
   (c) Work will begin in thirty days and will be completed in one hundred twenty days.
   (d) Parties in this lease have had experience in mica mining for a number of years, and the best known mica miners in this section will be employed to help do this work.

6. (a) None
   (b)

Foreman	80-8 hr. dys.	@ 1.50/hr.	$960.00
Driller	70-8 hr. dys.	@ 1.25/hr.	700.00
2 Muckers	70-8 hr. dys.	@ 1.00/hr.	560.00
Hoistman	70-8 hr. dys.	@ 1.25/hr.	700.00
Carpenter	4-8 hr. dys.	@ 1.25/hr.	40.00
Labor	20-8 hr. dys.	@ .90/hr.	144.00
Engineer	2-8 hr. dys.	@ 25.00/hr.	400.00
			$ 3,504.00

Form MF - 103

6. (c) Air hose and small tools		400.00	
Steel (3 sets)		270.00	
Power		200.00	$ 870.00
(d) Rented:			
Air Compressor	4 mos. @ 200.00/mo.	800.00	
Hammer	4 mos. @ 25.00/mo.	100.00	
Hoist	4 mos. @ 100.00/mo.	400.00	
Bulldozer	50 hrs @ 10.00/hr.	500.00	1800.00
Purchased:			
Column & Arm		200.00	
Dynamite and Supplies		800.00	1000.00
Furnished by operator:			
Water pump	4 mos. @ 20.00/mo.	80.00	
Fan	4 mos. @ 20.00/mo.	80.00	
Truck	4 mos. @ 75.00/mo.	300.00	460.00
(e) None			
(f) Tool house and two magazines			350.00
(g) Insurance			250.00
Payroll taxes (2%)			70.08
Misc. Supplies			300.00
(h) Contingencies, wiring, fuel, oil, & mis. supplies			500.00

7. (a) Yes
(b) Money and use of equipment owned by parties involved.

3256

STATE OF NORTH CAROLINA

COUNTY OF YANCEY

THIS LEASE made this the 6th. day of February, 1953, by ALICE S. BYRD of the County of Buncombe and State of North Carolina; ANDREW BROWN and CHARLES L. BROWN and wife, LAURA BROWN, of the County of Yancey and State of North Carolina, hereinafter called parties of the first part, to GLEN RATHBURN of the County of Yancey and State of North Carolina, hereinafter called party of the second part.

W I T N E S S E T H:

THAT FOR AND IN CONSIDERATION of the sum of $1.00 in hand paid by the party of the second part to the parties of the first part, the receipt of which is hereby acknowledged, and the further consideration of the agreements to be performed as hereinafter set out, the parties of the first part have bargained and leased, and by these presents do bargain and lease unto the party of the second part, his successors and assigns, the exclusive rights and privileges of mining and removing minerals from and upon that tract or parcel of land located in Brush Creek Township, County of Yancey and State of North Carolina, and being described as follows:

> BEGINNING at a Blackgum and Sourwood on top of a ridge and runs South 37 East 6 poles to a Maple; thence South 39 East 25½ poles to a Mahogany in the B. Riddle line; thence South 45 West 16 poles to a Buckeye; thence South 30 West 7½ poles to a Chestnut, I. T. and J. E. Fox's corner; thence up the mountain a Westward course with the B. Riddle line to a small Water Oak; thence with said line a West course to the B. Riddle and John Hughes corner; thence with John Hughes' line to a bunch of Chestnut sprouts at or near the main top of the mountain; thence North to a White Oak, an old corner; thence North to the Jennings Fox corner; thence with his line to the top of a ridge; thence down said ridge with said line to a Chestnut Oak; thence North 74 East 30 poles to a Chestnut; thence North 64 East 20 poles to the BEGINNING, containing 90 acres, more or less.

And there is hereby granted the rights of ingress, egress and regress to, from and over said property, together with the right to construct and maintain roads, tramways, chutes and such other methods and means of transportation as may be necessary; and to construct and maintain thereon such machinery and equipment as may be necessary for the mining and removing of said minerals during the life of this Lease or any renewal thereof.

It is understood and agreed that the life of this Lease shall be for a period of ten (10) years from date with the privilege of renewing the same for an additional five (5) year period if agreed upon by the parties to this instrument in writing.

In granting rights of way over said property it is understood that the rights herein granted are not exclusive and that such roads as may be upon the said property, or hereafter constructed, may be used in carrying on operations on other parts of said property but the use of the same is not ti interfere with the rights of the party of the second part.

The party of the second part shall pay to the parties of the first part as royalty, fifty cents (50¢) per ton for all feldspar and 1/8 of the sale price for all mica mined and sold from said property; for any and all other minerals mined and sold from said property there shall be paid to the parties of the first part the usual and customary royalty prevailing in Yancey County, North Carolina. Duplicate deposit slips, sales tickets and weight tickets shall be furnished to the parties of the first part showing each and every sale, the quantity and grades of all minerals, weights and the price received therefor. All royalties are due and payable on the 1st. and 15th. of each month for the minerals mined and sold during the two weeks period immediately preceding said dates, and the failure to pay royalties within ten days from time same is due shall cause this Lease to be null and void at the option of the parties of the first part.

It is understood and agreed that said mine or mines shall be operated in good faith, keeping the same in reasonably good working condition and that upon the surrender of this Lease or any renewal thereof said mine or mines shall be left in a reasonably clean condition. The mine or mines shall be worked with reasonably regularity and operations shall not cease for a period of more than thirty (30) days unless the party of the second part is prevented from operating the same by conditions ordinarily termed Acts of God, or by strikes or other conditions beyond the control of the party of the second part. The party of the second part shall have the use of the timber, merchantible timber excepted, which may be necessary in carrying on mining operations. Any violation of the terms of this Lease by the party of the second part shall render the same null and void.

It is understood and agreed that the party of the second part, his successor or assign, shall have one hundred and twenty (120) days from the time of the delivery of this Lease within which to start operations.

IN TESTIMONY WHEREOF, the parties of the first part and the party of the second part have hereunto set their hands and seals in triplicate the day and year first above written.

Alice S. Byrd (SEAL)

Laura Brown (SEAL)

Andrew Brown (SEAL)

Charles L. Brown (SEAL)

Lessors

Glenn Rathburn (SEAL)

Lessee

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

Personally came before me this day Alice S. Byrd, to me well known to be one of the persons who signed the foregoing Lease; who acknowledged the due execution of said instrument by herself for the purposes therein expressed.

Witness my hand and notarial seal this the 4th day of February, 1953.

Mary C. Cloaninger

Notary Public

My commission expires the

11th day of August, 1953.

STATE OF NORTH CAROLINA

COUNTY OF YANCEY

Personally came before me this day Andrew Brown, Charles L. Brown and wife, Laura Brown, and Glen Rathburn, to me well known to be a part of the persons who signed the foregoing Lease; who acknowledged the due execution of said instrument by themselves for the purposes therein expressed.

Witness my hand and notarial seal this the 10 day of February, 1953.

Wilma H. Ketchum

Notary Public

My commission expires the

10 day of Aug., 1953.

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

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

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

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

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

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

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

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

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

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

RECEIVED

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

_____

_____

_____

_____

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/ Charles L. Brown and Glenn C. Rathburn, Burnsville, N. C.

_____

_____

hereinafter called the "Operator"; and

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

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

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

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

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

4. Changes and added provisions_____

_____

_____

_____

Dated this _____ day of _____, 195___.

Alice S. Boyd [Seal]

Andrew Boyd [Seal]

Charles L. Brown [Seal]

Lucia Brown [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 96 page 588 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.

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
6/20	Anderson	
6/21	Hook	

Project Summary Report

June 20, 1957

By: Walter C. Anderson, Division of Nonmetallic Minerals

1. Docket No. DMEA-3256-Mica
Contract No. Idm-E687
Fox Mine
Yancey County, North Carolina

INTERIOR DEPT.
JUN 21 1957
SOLICITOR

Application: Form MF-103 (April 1952) received February 15, 1954.
Work proposed by applicant:
125 feet of shaft and 100 feet of drifts
Amount requested - $9,104.00

Operators: Charles L. Brown and Glenn Rathburn
Glenn Rathburn, Assignee
Cane River, North Carolina

Operator's property rights:
Lease - ~~copy not in file~~. 2/6/53
Owner's Consent to Lien dated July 3, 1954

2. Contract: Form MF-200(A) (February 1952) dated July 22, 1954.
Work authorized:

Access road	$500.00
Toolhouse-bunkhouse, powder and exploder magazines	163.00
50 feet of incline @ $50/ft.	2,500.00
75 feet of drifts and/or crosscuts @ $35/ft.	2,625.00
Estimated total cost of project	$5,788.00
Government participation @ 75%	$4,341.00

Amendments:
No. 1 - 2/27/55, provides:
(1) Suspension of work from 12/1/54 to 5/15/55
(2) Time for completion of work extended to 10/15/55
(3) Period for royalty payments extended to 11 years
No. 2 - 10/10/55, completion date extended to 2/15/56
No. 3 - 1/24/56, completion date extended to 7/2/56
No. 4 - 7/17/56, provides:
(1) Completion date extended to 11/22/56
(2) Period for royalty payments extended to 12 years

Royalty terminates July 22, 1966

8623

Work completed:

Access road	$500.00
New buildings	163.00
50 feet of incline @ $50/ft.	2,500.00
28 feet of drifts @ $35/ft.	980.00
Total accepted cost	$4,143.00
Government participation @ 75%	$3,107.25

Work began August 11, 1954, and was terminated by mutual agreement November 26, 1956.
Field Team final report received June 10, 1957
Operator's final report received January 28, 1957
Value of minerals recovered during operation:

Mica - 4,735 lbs. mine-run block	- value	$3,200.00
- 800 lbs. punch	- "	80.00
- 3,735 lbs. scrap	- "	56.00
Feldspar - 93 tons	- "	705.00
Total		$4,041.00

No equipment was purchased under contract.

3. Audit: Report of Review issued February 11, 1957

Total accepted cost	$4,143.00
Government participation	$3,107.25

4. Certification of discovery or development issued _____.

Ore Reserves		Value
Mica	- Indicated, 1,530 lbs. sheet	$24,480.00
	Inferred, 1,575 lbs. sheet	25,200.00
Total mica reserves	3,105 lbs. sheet	$49,680.00
Feldspar	- Indicated, 525.0 tons	3,985.00
	Inferred, 540.6 tons	4,103.00
Total feldspar	1,065.6 tons	$8,088.00
Total value of reserves		$57,768.00

5. Comments:

How conducted: All of the work in which the Government participated was acceptable.
Operation: Gross inefficiency and procrastination.
Engineering: Not good.
Geological premise: The premise that a pegmatite that had been mined to 20 feet deep for mica and feldspar would continue to be productive at greater depth proved to be correct.

Geological criteria upon which work was based:

1. Pegmatite - Unweathered, unzoned, 3.5 to 5 feet thick, exposed at two places, crosscuts hornblende gneiss wall rock. Contains plagioclase, perthite, small scattered quartz and muscovite.
2. Mica - Excellent quality, less than six inches in diameter, brown to reddish brown, hard, clear and free splitting.
3. Past production, mica and feldspar.

Criteria developed during project:

1. Pegmatite - 50 feet down incline of a strong, discordant dike-like pegmatite 3 to 5 feet thick at surface and 5 to 8 feet thick at bottom of incline. Incline cut a series of thin plunging mica rich zones with strong structural continuity.
2. Mica - Greenish brown to reddish brown, flat and free-splitting, two to six inches across. Minor cracking, isolated reeving, small amount of iron oxide.
3. Production during project - see above.

Future possibilities: While the value of reserves, as estimated by the Field is not sufficient to repay the Government loan in royalties, the prospect is good that further development work will increase the amount of reserves.

Recommendations:

The Division of Nonmetallic Minerals and the commodity members of the Bureau of Mines and the Geological Survey concur in the Field Team's recommendation to certify the project.

Walter C. Anderson

Walter C. Anderson
Division of Nonmetallic Minerals

WCAnderson:gad 6/20/57
Copy to: Admr. R. File
Mr. Johnson
Mr. Houk

DMEA Form 18
Feb. 58

DEFENSE MINERALS EXPLORATION ADMINISTRATION

ANALYSIS OF SEMIANNUAL REPORT OF CERTIFIED PROJECT

Prepare in duplicate. File original in Official Docket. Send copy

To: Statistics Branch (Code 210)

From: Division of **Nonmetallic Minerals**

Report Period	
2/2	57

DMEA No.	Operator	Contract No.
3256	**C. L. Brown & G. C. Rathburn**	**Idm-E687**

ORE ESTIMATES

	Tons	Mica	Analysis
DMEA 8,124	Feldspar 1065	82 tons	
Operator to date	0	0	
Total	1065	82	
Production to date	93 @ 760	15.5	$3280
Ore in ground	972	76.5	@ $600

INVESTMENT

Type	Size		Feet	Cost
Shafts				
Winzes				
Drifts and Crosscuts				
Raises				
Drilling	Type			
Rehabilitation	Description			

FACILITIES

Mine Plant		
Mill		
Roads		

REMARKS

Prepared by Lawrence G. Hanks Date

31390

$4,341 $5,788 $3,107

ANALYSIS MR

ORE	DMEA	OPERATOR	TOTAL	PRODUCTION	AVAILABLE
MINERAL	82 Tons			5.5	
Mica	164,000 lbs	0			
Feldspar	1065 Tons	0		93	

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
		1.0
9/13/66	Kirkbrano	120L
		220

Mrs. Alice S. Byrd
177 Cumberland Avenue
Asheville, North Carolina

SEP 13 1966

Re: DMEA-3256 (Mica)
Glenn C. Rathburn, Assignee
Fox Mine
Yancey County, North Carolina
Contract Idm-E687

Dear Mrs. Byrd:

Enclosed is a copy of a self-explanatory letter of today to Mrs. Charles L. Brown.

This correspondence relates to the undated Consent to Lien and Subordination Agreement executed by you under the Defense Minerals Exploration Administration program.

Sincerely yours,

FRANK E. JOHNSON

Frank E. Johnson
Chief, Office of
Minerals Exploration

Enclosure

cc: Director's Reading File
Division File
Economic Geology File
DMEA Docket
OME Reading File
R. A. Laurence
120M
MMerrithew/mm (9/12/66)

Idential letter also mailed to: Mr. Robert J. Brown
Burnsville, N. C.
and
Mr. Andrew E. Brown
Burnsville, N. C.

23263

cc: Director's Reading File
Division File
Economic Geology File
NMA Docket
GMM Reading File
R. A. Lawrence
LCOM
MMerritthew/am (9/12/60)

Identical letter also mailed to: Mr. Robert L. Brown
Burnsville, N. C.
and
Mr. Andrew E. Brown
Burnsville, N. C.

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
		10
9/13/66	Lithoms	120
		220

SEP 13 1966

Mr. Glenn C. Rathburn
Route 3, Box 346
Burnsville, North Carolina

Re: DMEA-3256 (Mica)
Glenn C. Rathburn, Assignee
Fox Mine
Yancey County, North Carolina
Contract Idm-E687

Dear Mr. Rathburn:

Enclosed is a copy of a self-explanatory letter of today to Mrs. Charles L. Brown.

This correspondence relates to the Assignment of Contract executed by you on February 8, 1955, under the Defense Minerals Exploration Administration program.

Sincerely yours,

FRANK E. JOHNSON

Frank E. Johnson
Chief, Office of
Minerals Exploration

Enclosure

cc: Director's Reading File
Division File
Economic Geology File
OME Reading File
R. A. Laurence
120M

MMerrithew/mm (9/2/66)

23263

cc: Director's Reading File
Division File
Economic Geology File
OTE Reading File
R. A. Lawrence
IZOM

MMcarthew/am (9/2/66)

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON, D.C., 20242

REGISTERED MAIL
RETURN RECEIPT REQUESTED

August 17, 1966

Mrs. Charles L. Brown

Burnsville, North Carolina

Re: DMEA-3256 (Mica)
Glenn C. Rathburn, Assignee
Fox Mine
Yancey County, N. C.
Contract Idm-E687

OFFICIAL COPY
O. M. E.
RECEIVED
SEP 1 1966

INITIALS	CODE
9/1/66 m	120 M
	110

Dear Mrs. Brown:

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

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

Sincerely yours,

Frank E. Johnson

Frank E. Johnson
Chief, Office of
Minerals Exploration

MME Form 63
Revised 7-65

REQUEST FOR INFORMATION ON CERTIFIED PROJECT
AND PROJECT UNDER ROYALTY AGREEMENT

1. **From January 1966 to July 22, 1966,** ~~XXXXX~~ , has there been a change in ownership, lease, or sublease? If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before. Yes ☐ No ☑

2. **From January 1966 to July 22, 1966,** ~~XXXXX~~ , has there been any production from the land subject to the contract? Yes ☐ No ☑

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

	Quantity	Value

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

Type	Quantity		Estimated Grade	Location
Ore		Tons		
Concentrates		Tons		
Other		Tons		

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

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

Disposition of Material	Quantity	Value

Submitted by:

Name Mrs Charles L. Brown Title Fox Mine

Address Burnsville N C Date August 29 '66

There has been no mining done at this mine for several years before my husband's death which was May 28, 1964.

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON, D.C. 20242

REGISTERED MAIL
RETURN RECEIPT REQUESTED

January 11, 1966

Re: DMEA-3256 (Mica)
Glenn C. Rathburn, Assignee
Fox Mine
Yancey County, N. C.
Contract Idm-E687

Mrs. Charles L. Brown

Burnsville, North Carolina

OFFICIAL COPY

Dear Mrs. Brown:

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

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

Sincerely yours,

Frank E. Johnson

Frank E. Johnson
Chief, Office of
Minerals Exploration

MME Form 63
Revised 7-65

DMEA-3256
Idm-E687

REQUEST FOR INFORMATION ON CERTIFIED PROJECT AND PROJECT UNDER ROYALTY AGREEMENT

1. Since **August 1964**, has there been a change in ownership, lease, or sublease? If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before. Yes ☐ No ☑

2. Since **August 1964**, has there been any production from the land subject to the contract? Yes ☐ No ☑

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

	Quantity	Value

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

Type	Quantity	Estimated Grade	Location
Ore	Tons		
Concentrates	Tons		
Other	Tons		

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

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

Disposition of Material	Quantity	Value

Submitted by:

Name Mrs. Charles L. Brown Title Fox Mine

Address Burnsville, N.C. Date Jan. 19, 1966

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

ARTHUR N. SVILLE, NC 28714
JAN 14
L. PM
19 93

POSTMARK OF DELIVERING OFFICE

INSTRUCTIONS: Fill in items below and complete instructions on other side, if applicable. Moisten gummed ends, attach and hold firmly to back of article. Print on front of article RETURN RECEIPT REQUESTED.

RETURN TO

REGISTERED NO. 500050	NAME OF SENDER U. S. GEOLOGICAL SURVEY, OME
CERTIFIED NO.	STREET AND NO. OR P. O. BOX DEPT. OF THE INTERIOR
INSURED NO.	CITY, STATE, AND ZIP CODE WASHINGTON, D. C. 20242

POD Form 3811 Sep. 1963

C55—16—7[illegible] 18-6—[illegible]

3256

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee

☒ Show address where delivered

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*

Mrs. Charles L. Brown

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Mrs. Boyd Banks

DATE DELIVERED	SHOW WHERE DELIVERED *(only if requested)*
1-14-66	To her daughter at the home.

C55—16—71548-5—F GPO

DMEA-3256

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

November 17, 1964

REGISTERED MAIL
RETURN RECEIPT REQUESTED

Mr. Glenn C. Rathburn
Route 3, Box 346
Burnsville, North Carolina

Re: DMEA-3256 (Mica)
Glenn C. Rathburn, Assignee
Fox Mine
Yancey County, N. C.
Contract Idm-E687

Dear Sir:

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

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

Sincerely yours,

George C. Selfridge

George C. Selfridge, Chief
Division of Exploration Operations

OFFICIAL FILE COPY
O. M. E.
RECEIVED JAN 6 1965

DATE	INITIALS	CODE
1/6		800
1-6		100
1/6		~~110~~
1/7		120
		120
		120
		~~220~~

MME Form 63
Revised 3-62

DMEA-3256
Idm-E687

REQUEST FOR INFORMATION ON CERTIFIED PROJECT AND PROJECT UNDER ROYALTY AGREEMENT

1. Since September 1963, has there been a change in ownership, lease, or sublease? If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before. Yes ☐ No ☐

To The Best of my Knowledge. There have not been any Production from this Property since 1958. I Surrendered all my Leases Sept 28-1957 and do Not have any authority Since that date

2. Since September 1963, has there been any production from the land subject to the contract? Yes ☐ No ☐

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

	Quantity	Value

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

Type	Quantity		Estimated Grade	Location
Ore		Tons		
Concentrates		Tons		
Other		Tons		

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

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

Disposition of Material	Quantity	Value

Submitted by: My Title before Sept 28-1957. was mine operator was - President of South Eastern mining Devp Corp.

Name _____ Title I retired from the Corp. on the above date mentioned

Address _____ Date _____

I advise you to Contact. Mrs Charles Brown. Burnsville N.C
Mr. Phillip Wray. Burnsville N.C
as far as I know They hold the mineral rights to this property
Mr Charls Z. Brown (Deceased) Mrs Charles F Byrd (Deceased) 12.15.1964
Mrs Charles F Byrd (Deceased) Sign By Jesse C Ratliff

3256

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee

☒ Show address where delivered

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*

Glenn C. Rathburn

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

NOV 21 1964

DATE DELIVERED

NOV 21 1964

SHOW WHERE DELIVERED *(only if requested)*

Rt 3
Burnsville, NC 28714

C55—16—71548-5—F GPO

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

POSTMARK OF DELIVERING OFFICE

EUNSVILLE, N.C.
NOV 21
PM
1964

INSTRUCTIONS: Fill in items below and complete instructions on other side, if applicable. Moisten gummed ends, attach and hold firmly to back of article. Print on front of article RETURN RECEIPT REQUESTED.

RETURN TO

REGISTERED NO. 589192 559192	NAME OF SENDER **OFFICE OF MINERALS EXPLORATION**
CERTIFIED NO.	STREET AND NO. OR P. O. BOX **DEPT. OF THE INTERIOR**
INSURED NO.	CITY, ZONE AND STATE **WASHINGTON, D. C., 20240**

POD Form 3811 Apr. 1962

C55—16—71548-5—F

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

OFFICIAL FILE COPY
O. M. E.
RECEIVED AUG 31 1964

July 15, 1964

DATE	INITIALS	CODE
8/31		80
		100
9/1		110
9/3		120
		120

Mr. Charles Brown

Burnsville, North Carolina

Re: DMEA-3256 (Mica)
Glenn C. Rathburn, Assignee
Fox Mine
Yancey County, N. C.
Contract Idm-E687

Dear Sir:

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

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

Sincerely yours,

George C. Selfridge

George C. Selfridge, Chief
Division of Exploration Operations

My Husband passed away May 28- 64
I'm sorry, but I dont know much about the mine,

Mrs Charles Brown

Royalty expires July 22, 1966.

MME Form 63
Revised 3-62

REQUEST FOR INFORMATION ON CERTIFIED PROJECT AND PROJECT UNDER ROYALTY AGREEMENT

1. Since September 1963, has there been a change in ownership, lease, or sublease? If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before. Yes ☐ No ☒

2. Since September 1963, has there been any production from the land subject to the contract? Yes ☐ No ☒

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

	Quantity	Value

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

Type	Quantity	Estimated Grade	Location
Ore	Tons		
Concentrates	Tons		
Other	Tons		

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

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

Disposition of Material	Quantity	Value

Submitted by:

Name Mrs C Charles Brown Title

Address Burnsville N C Date

4511

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

September 4, 1963

Re: DMEA-3256 (Mica)
Glenn C. Rathburn, Assignee
Fox Mine
Yancey County, No. Carolina
Contract Idm-E687

Mr. Charles L. Brown

Burnsville, North Carolina

Dear Sir:

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

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

Sincerely yours,

F M Murphy

F. M. Murphy, Acting Chief
Division of Minerals

OFFICIAL FILE COPY
O. M. E
RECEIVED SEP 10 1963

DATE	INITIALS	CODE
9/11	[illegible]	800
"	on leave	~~100~~
~~9/11~~	~~Murphy~~	~~500~~
		530

MME Form 63
Revised 3-62

REQUEST FOR INFORMATION ON CERTIFIED PROJECT AND PROJECT UNDER ROYALTY AGREEMENT

1. Since January 29, 1962, has there been a change in ownership, lease, or sublease? If yes, please state details of the transaction below and provide a true or signed copy of the pertinent documents, unless they have been provided before. Yes ☐ No ☒

2. Since January 29, 1962, has there been any production from the land subject to the contract? Yes ☐ No ☒

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

	Quantity	Value

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

Type	Quantity		Estimated Grade	Location
Ore		Tons		
Concentrates		Tons		
Other		Tons		

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

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

Disposition of Material	Quantity	Value

Submitted by:

Name Charles L Brown Title Owner

Address Burnsville NC Date Sep 7 - 63

4511

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
6/26		800
		500
		120
		110
		100
		220

June 26, 1962

Memorandum

To: The File

From: [illegible] Fisher, OME Auditor

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

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

Contract No.	Docket No.	Operator	Mine Names
[illegible]	[illegible]	[illegible]	[illegible] (Denison)
6[illegible]	[illegible]	[illegible] Rathbun	[illegible], Rusby Creek
692	[illegible]	Sam L. Phillips	[illegible] McKinney, McKinney No. 1
[illegible]	3199	[illegible] Thrisawn	[illegible] (W. H.) Westall
[illegible]	[illegible]	[illegible] Mining Company	[illegible]ock
[illegible]	[illegible]	[illegible] ward	[illegible]more
[illegible]	[illegible]	[illegible] Phillips, et al.	[illegible] Dave, Ralph
761	[illegible]	[illegible] Mining Co.	[illegible]ster
805	3719	Alvin White, et al.	[illegible]ward
[illegible]	3265	Mines and Mining, Inc.	Carlow Gap
[illegible]	[illegible]	T. B. Vance	[illegible]uffle Vance, Red, Charlie Burleson
843	[illegible]	[illegible] Swam	[illegible]nnett, Mica Field
[illegible]	[illegible]	[illegible] Stone	[illegible] Rock
[illegible]	[illegible]	[illegible] Sam & John Phillips	[illegible]ttle Ray, Pat
[illegible]	[illegible]	[illegible]ohnson Mine [illegible], Inc.	[illegible]anan, Dream
[illegible]	[illegible]	[illegible] Smith	[illegible] Hill, Sam Smith
[illegible]	[illegible]	[illegible] Phillips	[illegible] Buchanan
[illegible]	[illegible]	[illegible] Phillips	[illegible] (Bobby)
1[illegible]	[illegible]	John Phillips	[illegible] (John's) Brown
1[illegible]	[illegible]	Murphy Mining Co.	[illegible]y, Murphy Rock
1[illegible]	[illegible]	[illegible] Phillips	[illegible]ne, Phillips
1[illegible]	[illegible]	[illegible] Phillips	[illegible] Mountain

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

Fisher/ama
6-26-62

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code.
2/1	Talbert	800
	Murphy	500
2/2	[illegible]	130
"	[illegible]	110
2-2	Finnell	100
		220

FEB 2 - 1962

Mr. Charles L. Brown
Burnsville, North Carolina

Re: DMEA-3256 (Mica)
Glenn C. Rathburn, Assignee
Fox Mine
Yancey County, North Carolina
Contract Idm-E687

Dear Mr. Brown:

Thanks for your January 29 letter regarding the indebtedness under the referenced contract. The $16.27 due the Government has been paid.

In the event that the property under the contract is transferred or leased before the expiration on July 22, 1966, of the Government's royalty rights, your prompt advice to this office will be appreciated. Advance notice of the Government's rights should be given to any transferee or lessee.

Sincerely yours,

George C. Selfridge

Chief, Division of Field Operations

EDTalbert/ama 2-1-62

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

43683

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
2/1	Talbert	800
2/1	Murphy	500
2/2	[illegible]	130
"	Johnson	110
2/2	Turner	100
		220

FEB 2 - 1962

Mrs. Glenn C. Rathburn
Box 346, Route 3
Burnsville, North Carolina

Re: DMEA-3256 (Mica)
Glenn C. Rathburn, Assignee
Fox Mine
Yancey County, North Carolina
Contract Idm-E687

Dear Mrs. Rathburn:

Receipt is acknowledged of your money order in the amount of $16.27 in liquidation of the indebtedness under the referenced contract. The promptness of your remittance in reply to my January 22 letter is appreciated. I regret any inconvenience that may have been caused by my letter to the landowner.

Income tax matters are not within the jurisdiction of this office. I suggest that you write to the District Director of Internal Revenue, U. S. Treasury Department, Greensboro, North Carolina.

Sincerely yours,

George C. Selfridge

Chief, Division of Field Operations

EDTalbert/ama 2-1-62

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

43683

DMEA 3256

OFFICIAL FILE COPY
O. M. E.
RECEIVED FEB 1 1962

DATE	INITIALS	CODE
2/1	[illegible]	800
2/2	[illegible]	500

Sevenville North Carolina
January 31, 1962

Mr. George C. Selfridge
Office of Minerals Exploration
Washington 25. D.C.

Dear Sir,

In reply to your letter of Jan 22, 1962 of $16.25 Royalty due the government. I am sorry I did not have a statement in our files of this matter. Due to when Mr Glenn C. Rathburn left the South eastern Mining & Development Company. It could have been left in the files of the Companies main office.

I am enclosing a money order for $16.25, Sir Don't you think it would have been much more appropeate to written to Mr. Glenn C Rathburn of this matter instead

of Mr. Charlie L. Brown. which I'm
sure you understand this was the
company debt & responsible.
Since this matter has come
to my attention for example
last year when my lawyer filed
my income tax returns. I was
to have recieved back $129.00 after
every thing was figured. may I ask
the question what became of it.
which I never recieved.
at the present Mr. Glenn C. Rathburn
is in South Carolina mining.
please send all official business
letters to his home address that
will be forwarded immediatly.

Thank you.

Mrs Glenn C. Rathburn
Burnsville.
Route IV Box 346

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
		220

FEB 1 1962

Memorandum

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

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

Subject: DMEA-3256 (Mica)
Glenn C. Rathburn, Assignee
Fox Mine
Yancey County, North Carolina
Contract Idm-E687

Enclosed for deposit to the subject DMEA account under symbol 14X4401 as a royalty receipt is United States Postal Money Order No. 6-54,851,202 in the amount of $16.27, purchased by Mrs. Glenn C. Rathburn from the Burnsville, North Carolina, post office on January 30, 1962.

The money order is in payment of royalty delinquently due from the subject Operator.

Enclosure

EDTalbert/ama 2-1-62

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

43683

Burnsville, N.C
Jan. 29. 62

U.S. Dep of Interior,
Office of Mineral Exploration,
Washington, D.C

Dear Sir:

Reference to DMEA 3256 (mica) Glen E Rathbone assignee, Fox Mine Yancy Co. N.C Contract Idm-E687.

I have written my Rathbone about the matter of royalty ($16.27) still due you.

This mine is owned by mrs Alice Byrd now deceased - and by me -

If my Rathbone does not pay this $16.27 in a reasonable time then we will pay -

The mine is not in operation and to my knowledge no sales have been made since Sep. 1958 -

OFFICIAL FILE COPY
O. M. E.
RECEIVED JAN 30 1962

DATE	INITIALS	CODE
1/30	[illegible]	800
	~~Murphy~~	~~500~~
		220

Yours ~~truly~~
Charles L Brown

~~Will follow up on earnings~~

Paid

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
1/22	[illegible]	120
1/22	Murphy	500
		500
1/22	Talbert	500
"	Johnson	120
1-22	Farmer	100
		220

JAN 22 1962

Mr. Charles L. Brown
Burnsville, North Carolina

Re: DMEA-3256 (Mica)
Glenn C. Rathburn, Assignee
Fox Mine
Yancey County, North Carolina
Contract Idm-E687

Dear Mr. Brown:

Enclosed is a copy of a letter of this date sent to Mr. Glenn C. Rathburn, Cane River, North Carolina, regarding royalty due on production from the subject mine.

We wish to call your attention to your obligation for repayment under the subject contract, both as a surety under the provisions of the contract and as a landowner under the Consent to Lien and Subordination Agreement you signed. We may have to call upon you in this matter of delinquent royalty if Mr. Rathburn does not promptly remit.

Will you please inform us if there have been any sales on production from the subject mine since September 1958 to date. Also, if there have been any lease or ownership changes.

Sincerely yours,

/S/ George C. Selfridge

Chief, Division of Field Operations

Enclosure

GCSelfridge/hb (1/22/62)
cc: Docket DMEA-3256
Director's Reading File
CA & A Division
G.C.Selfridge
Region IV (2)

43683

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
1/19	GCS	120
1/22	Murphy	500
	Manwell	500
1/22	Talbert	800
"	Johnson	110
		100
		220

Registered Mail
Return Receipt requested

JAN 22 1962

Mr. Glenn C. Rathburn
Cane River, North Carolina

Re: DMEA-3256 (Mica)
Glenn C. Rathburn, Assignee
Fox Mine
Yancey County, North Carolina
Contract Idm-X687

Dear Mr. Rathburn:

On February 18, 1959, Mr. V. J. Lynch, Acting Executive Officer, OME Field Team, Region V, wrote you concerning royalties due the Government in the amount of $19.27. In reply you enclosed a $3.00 money order in your letter of March 6, 1959, and stated that you would try to bring the royalty account up to date immediately. For your convenience, copies of this correspondence are enclosed. To date we have had no further word from you. We shall appreciate it if you will promptly send us $16.27, the balance of the royalty due.

Sincerely yours,

/s/ George C. Selfridge

Chief, Division of Field Operations

Enclosures

GCSelfridge/hb
1/19/62
cc: Docket DMEA-3256
Director's Reading File
CA & A Division
G. C. Selfridge
Region IV (2)
Mr. Charles L. Brown,
Burnsville, North Carolina

43683

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
1/19	GCS	120
		220

JAN 19 1962

Memorandum

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

From: Chief, Division of Field Operations, OME

Subject: DMEA-3256 (Mica)
Glenn C. Rathburn, Assignee
Fox Mine
Yancey County, North Carolina
Contract Idm-E587

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

/s/ George C. Selfridge (243)

Enclosure

GCSelfridge/hb
1/19/62

cc: Docket DMEA-3256
Director's Reading File
CA & A Division
G.C.Selfridge
R.A.Laurence, Reg. IV, w/cy of Report of Royalty Review dtd 1/19/62 & orig. cy of memo dtd 1/19/62 from CA&A Division to Chief, Division of Field Operations.
V.J.Lynch, Reg. IV, w/cy of ea. item sent to Mr. Laurence

43683

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
		220

JAN 19 1962

Memorandum

To: Chief, Division of Field Operations

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

Subject: DMEA-3256 (Mica)
Glenn C. Rathburn, Assignee
Fox Mine
Yancey County, North Carolina
Contract Idm-8687

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

(a) Original to the Fiscal Section, Division of Administrative Services, Office of the Secretary; and
(b) Two copies to Region IV files.

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

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

It is suggested that demand be made upon the Operator-Assignee (Glenn C. Rathburn, Cane River, North Carolina) for payment of the balance of $16.27 in royalty due. Furthermore, it appears appropriate to advise the Operator-Assignor (Charles L. Brown, Burnsville, North Carolina), of his obligation for repayment, both as surety under the provisions of the contract and as a landowner under the Consent to Lien and Subordination Agreement. Also, as the last known inspection of the property was in January 1959, inquiry might well be made at the same time as to any sales of production since September 1958 and as to any changes in the lease or ownership of the mineral rights.

Enclosures

EDTalbert/ama 1-19-62

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

43683

Report on [illegible]

[illegible]	Idm-E	Operator	Date Inspected
[illegible]	495	Burns & Spangler Construction Co. (Lee Cornwell Mine)	June 13 [illegible] 60
[illegible]	548	Taylor and Greene (Cow Camp Mine)	
2926	516	Good Mica Mining Co. (Engle Cope Mine)	
[illegible]	557	J. P. Bryson (R.T.R. Mining Co.) (Dream Mine)	
[illegible]	560	Murphy Mining Co. (Bennett-Red)	
3154	636	Ellis & Grindstaff (Byrd Mine)	
[illegible]	665	Sparks & Parsley (Hector Mine)	
[illegible]	659	Willis & Snyder (Dunn Mine)	
3199	694	W. E. [illegible] (Wes[illegible]all Mine)	
3247	561	Jucha[illegible] & Cook (Johnson Mine)	
[illegible]	662	Non-Metallic Minerals (White Face Mine)	
[illegible]	687	Brown & Rathburn (Fox Mine)	Inactive
[illegible]	692	Phillips & Carpenter (W.A. McKinney Mine)	
[illegible]	675	J. R. Beam & H. Boone (Ingram Mine)	
[illegible]	674	Phillips & Carpenter (Mud Cut Mine)	
[illegible]	712	Rock Mining Co. (Rock Mine)	

07
12

6

OFFICIAL FILE COPY
O. M. E.
RECEIVED NOV 25 1959

DATE	INITIALS	CODE
11-25	[illegible]	[illegible]
"	[illegible]	110
7/30	[illegible]	800
"	[illegible]	500
	[illegible]	225

OFFICE OF MINERALS EXPLORATION

Semi-Annual Report on Certified Projects

INACTIVE SINCE LAST INSPECTION

Commodity: Mica

Reporting Period: July 1, 1959 to December 30, 1959

The following certified projects in the [illegible] North Carolina area were checked at the Government Purchasing Depot, [illegible] by contacting the Operators, either directly or by [illegible] [illegible] were checked during the first two weeks of November [illegible] [illegible] to have been inactive since [illegible]

[illegible]	Idn-I	Operator	Mine Name
2876	181	Yancey Mica Mines, Inc.	Cattail
2375	349	Robinson & West	Shannahan
2784	519	Twiggs, Glen & Green	Sam Hopkins Mine
3006	560	Murphy Mining Co.	Bennett Bed
3154	636	Ellis & Grindstaff	Byrd
[illegible]	694	W.B. Chrisman	Westall
[illegible]	664	Buchanan & Cook	Johnson
3255	662	Non-Metallic Minerals	White Spar
[illegible]	687	Brown & Rathburn	Fox Mine
[illegible]	[illegible]	Rock Mining Co.	Rock
[illegible]	734	Boone & Jarrett	North Pole
3399	757	C. R. Phillips	Sugar Bowl
[illegible]	814	Roy Grindstaff	Conley
[illegible]	882	J.R. Beam & John Phillips	Little Ray
[illegible]	962	Sam Phillips	Old Buchanan

V. J. Lynch, Mining Engineer
Bureau of Mines--OME

Nov. 23, 1959

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

July 29, 1959

OFFICIAL FILE COPY
O. M. E.
RECEIVED JUL 31 1959

DATE	INITIALS	CODE
7-31	gad	VVO
		500
		225

Memorandum

To: Finance Officer, OME - Region V - Morris, Tenn

From: Executive Officer, OME - Region V - Knoxville

Subject: Royalty Payment - DMEA-3256, Idm-E687-mica.
Fox Mine, Yancey County, North Carolina
Glenn C. Rathburn, Assignee

Attached is a check in the amount of $10.53 payment of royalty due on sales from the subject contract.

This check is in answer to the request of February 18, 1959.

Robert A. Laurence

cc

Ed Talbert, OME
Lynch
Files

Enc. Ck. No.325
dated 7/27/59
$10.53

Frank Johnson
O.ME

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

March 9, 1959

Memorandum

To: Finance Officer, OME - Region V - Norris, Tenn.

From: Acting Executive Officer, OME - Region V

Subject: Royalty Payment - DMEA-3256, Idm-E687-mica.
Fox Mine, Yancey County, North Carolina
Glenn C. Rathburn, Assignee

Attached is a money order No. 6-60,253,540, dated March 6, 1959 in the amount of $3.00 as a part payment on royalty due from the subject contract. Amount due $19.27, balance due $16.27.

V. J. Lynch

zm.
cc
F. Johnson OME
Lynch
Files

3/11
3/12
C
220
60e

Cane River North Carolina
March 6, 1959

Mr U. J. Lynch acting
Executive officer, OMC
Region 4.

Dear Sir,

Enclosed a money order for $31.00 on the royalty of 19.27 nine teen Dollar and twenty seven cent of OMEA. 3256. mica. Fox (Brushy Creek mine) Yancey Co. Contract 7 Dm. E 687. Mr Rathburn owes the Government. we are sorry that we were unable to send a payment due to Mr. Rathburn being unemployed for the past year. we will try to bring the royalty up to date immediately. Thanking you for your kindness and cooperation. Thank you.

Mr Glenn C. Rathburn

OFFICIAL FILE COPY
O. M. E.
RECEIVED FEB 24 1959

DATE	INITIALS	CODE
2/24	G	220
"	FEJ	110
2/25	EEF	800
2-27		600

DMEA EXPLORATION PROJECT

SEMI-ANNUAL REPORT OF CERTIFIED PROJECT

Reporting Period: 9-17-58 to 1-1-59. Date Examined: 1-30-59.

Operator: Charlie L. Brown and Glenn C. Rathburn, Ptnrs., Burnsville, N.C.; Glenn C. Rathburn, Assignee: Southeastern Mining & Development Co., Inc., last operator.

Mine Name: Fox (Brushy Creek). County: Yancey. State: No.Carolina.

Docket No: DMEA-3256. Contract: Idm-E687. Commodity: Mica

Date of Contract: July 22, 1954. Date Certified: June 27, 1957

Expiration date of royalty payments: July 22, 1966.

Total amount of contract: $5,788.00

Total Expended under contract: $4,143.00

Amount of Gov't participation at 75%----$3,107.25

Royalty Payments this period: None. Previously Paid: $150.01

Total royalty paid to date: $150.01.

Percent Gov't participation repaid: - 4.83%

Royalty due on production to date: $29.80

Royalty Remarks: Of the above royalty that is due $19.27 is still owed by Glenn C. Rathburn, the Assignee of the original contract, and the balance of $10.53 by Southeastern Mining and Development Co. Inc. This company received $154.41 as final settlement on a sale made August 29, 1958. They have paid royalty on the preliminary payment of $269.47. Also no royalty has been paid on a sale of 4.44 lbs. on October 6, 1958 for which a total of $56.16 has been received.

Original Estimate of DMEA Reserves (Field TEam Final Report)

Indicated: 1,530 lbs of sheet mica
525 short tons of feldspar

Inferred: 1575 lbs of sheet mica
540.6 short tons of feldspar

Production DMEA ore (this period)	Type mica	Pounds	Amount
	Sheet	4.44	$210.57*

* Includes final settlement on one sale not reported last interim.

Production DMEA ore (previous)	Sheet	179.22	$2,761.22
	Hand cobbed	435.00	435.00
	Punch	1209.00	96.29
	Scrap	227.00	3.40
	Total mica....	2050.22	$3,295.91
	Feldspar (long T)	30.62	245.57
	Total value of production(prev.)		$3,541.48
Production DMEA ore(to date)	Sheet	183.66	$2,971.79
	Hand cobbed	435.00	435.00
	Punch	1,209.00	96.29
	Scrap	227.00	3.40
Total mica to date		2,054.66	$3,506.48
Feldspar - long tons		30.62	245.57
Total value of production (todate)			$3,752.05

Remarks: The mine was not being operated when the writer was in the area recently. Mr. Ellis Moody told the writer the Terry Mica Company, of which he is Manager, had looked at the mine but decided not to do any work there. He stated that Mr. E. M. Fredricks who last operated the mine has given up mica mining.

February 19, 1959

Wm. A. Beck, Mining Engineer
Bureau of Mines-OME

z

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

OFFICIAL FILE COPY
O. M. E.
RECEIVED FEB 20 1959

DATE	INITIALS	CODE
2/20	C	220
2/20	[illegible]	600

February 18, 1959

Mr. Nicholas A. Raschella, Sec'y -Treas.
Southeastern Mining & Development Co.
Minneapolis, North Carolina

Re: DMEA-3256-mica
Glenn C. Rathburn, Assignee
Fox (Brushy Creek) Mine
Yancey County, North Carolina
Contract Idm-E687

Dear Mr. Raschella:

A review of our records discloses that royalty in the amount of $10.53 is due the Government on production from the subject mine by your company.

Listed below are the sales on which the Government royalty is still due:

Date	Lot	Pounds	Preliminary payment	Final payment	Total
8-29-58	98	26.63	-	$154.41	$154.41
10-6-58	180	4.44	$29.36	26.80	56.16
				Total..	$210.57
					x.05
				Royalty due.....	$10.5285

Please send your check to the order of Defense Minerals Exploration Administration in the amount of $10.53 to this office at your earliest convenience.

Very truly yours,

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

WAB/xm
cc
Opr. Com-2
Lynch
Files

Mr. Fredricks

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

OFFICIAL FILE COPY
O. M. E.
RECEIVED FEB 20 1959

February 18, 1959

Mr. Glenn C. Rathburn

Cane River, North Carolina

Re: DMEA-3256-mica
Glenn C. Rathburn, Assignee
Fox (Brushy Creek) Mine
Yancey County, N.C.
Contract Idm-E687

Dear Mr. Rathburn:

When Mr. Wm. A. Beck talked to you last September you told him you would try to make part payments of the $19.27 royalty you still owe the Government. To date we have not heard from you on this matter. Please give this your immediate consideration and mail us a payment.

Very truly yours,

V. J. Lynch, Acting
Executive Officer, OME
Field Team, Region V

WAB/sm
CC:
LynchCom-2
Files

CLERICAL FILE COPY
DMEA

DMEA EXPLORATION PROJECT

Semi-Annual Report of Certified Project

10/1 C 220
10/6 Clerk 100
110
10/6 EEF 800
10/13 Hook 600

Reporting Period: October 23, 1957 to September 17, 1958.

Date Examined: September 17, 1958

Operator: Charles L Brown and Glenn C. Rathburn, Partners
Assignee: Southeastern Mining & Development Co., Inc.
Burnsville, North Carolina

Mine Name: FOX (Brushy Creek) County: Yancey. State: North Carolina

DMEA-3256. Contract No. Idm-E687. Commodity: Mica

Date of Contract: July 22, 1954. Date Certified: June 27, 1957.

Expiration Date of Royalty Payments: July 22, 1966.

Total Amount of Contract: $5,788.00

Total Expended Under Contract: $4,143.00.

Government Participation at 75%----$3,107.25

Royalty Payments this Period: $53.13: Previously Paid: $96.88.

Total Royalty Paid to Date: $150.01.

Percent Government Participation Repaid: 3.62%

Royalty due on Production to date: $19.27

Royalty Remarks: The $19.27 royalty reported as being due is on production made by Glen C. Rathburn before he assigned his interest to Southeastern Mining & Development Co., Inc. He was contacted by the writer September 18, 1958 and was asked when we could expect payment of his arrears. He stated he was unable to pay anything on it at the present time and asked if the Government would accept part payment of about $5.00 per month. He was told that if he tried to do this the Government no doubt would not press him for payment.

Original Estimate of DMEA Reserves (Field TEam Final Report)

Indicated: 1,530 lbs. of sheet mica
525 lbs. of feldspar

Inferred : 1,575 lbs. of sheet mica
540.6 short tons of feldspar

Production DMEA Ore (this period) 10-23-57 to 9-17-58.

Type Mica	Pounds	Amount
Sheet	46.13	$599.58*
Hand Cobbed	435.00	435.00
Punch	693.00	55.44
Scrap	227.00	3.40
Total	1,401.13	$1,093.42

Production DMEA Ore (previous)

Sheet	133.09	$2,161.64
Punch	516.00	40.85
Total mica	649.09	$2,202.49
Feldspar	30.62 long tons	245.57

Total value production... $2,448.06 (previous)

Production DMEA Ore (todate)

Sheet	179.22	$2,761.28*
Hand cobbed	435.00	435.00
Punch	1,209.00	96.29
Scrap	227.00	3.40
Total mica.....	2,050.22	$3,295.97
Feldspar....	30.62 long tons	245.57
Total production to date.....		$3,541.48

* Does not include final settlement on one sale.

Remarks: On September 28, 1957, Glenn C. Rathburn sold his holdings in the Fox mine to Mr. Robert Felton and Mr. Dona W. Norris of Florida who operated under the name of Southeastern Mining and Development Company, Inc. They in turn on Dec. 12, 1957 transferred their interest to E.M. Fredricks of Charleston, W. Virginia. Mr. Fredricks is connected with Fredricks Associates, P.O.Box 4047, Charleston, W. Va., Nicholas Raschella is manager of the operation and is also secretary and treasurer. They retained the name of Southeastern Mining & Development Co., Inc., as they have bought Felton's holdings in other operations. When the mine was visited September 17, no work was being done and no equipment was on the property.

Wm. A. Beck, Mining Engineer
Bureau of Mines

Sept. 26, 1958

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
Room 2-B, Post Office Bldg.
Knoxville 2, Tennessee

ORIGINAL FILE COPY
DMEA
RECEIVED SEP 29 1958

DATE		
9-29	C	220
10	Hrd	500

Memorandum

To: Finance Officer, Region V - (OME) Norris, Tennessee

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

Subject: Royalty Payment - Idm-E687, DMEA-3256 (mica)
Glen C. Rathburn, Cane River, N.C.
Fox Mine, Yancey County, North Carolina

Attached is a copy of a letter received from Southeastern Mining & Development Company, signed by Nicholas A. Raschella, Secretary-Treasurer of the Company listing scrap mica sold from the subject mine, and their check for royalty on the sale in the amount of $50.73.

The Government vouchers covering sales to the Depot were not attached, however we have notified the Company of this oversight. When we have received the copies, they will be mailed to your office.

Note error in calculation of mica sold 9/5/58 of 60¢.

Robert A. Laurence.

x
enc. ck. No.293
dated 9/13/58
cc
Lynch
Mittendorf
Lynch
Files

OFFICIAL FILE COPY
SEP 28 1958

Southeastern Mining & Development Co., Inc.

BURNSVILLE, NORTH CAROLINA

September 13, 1958

U. S. Dept. of Interior
Defense Minerals Exploration Adm.
P. O. Bldg.,
Knoxville, Tenn.

Re Contract IDM -E-687

Gentlemen:

Enclosed are Govt. Vouchers covering sales of mica from above mine as follows $147.95, 103.41 and $269.49. Also sales of scrap and washer mica as follows to Lee Ledford, Bakersville, N. C.: 520.85

8/8	73 # @ 8¢	5.84	
8/15	227 @ 1½	3.40	Scrap
"	100 @ .8	8.00	
" /23	100 @ 8	8.00	
8/31/58	" "	8.00	
9/3/58	120 @ 8	9.60	58.84
9/5/58	200 8	16.00	
		58.84	

435 Lbs. Block Mica sold to Milt Burleson Mountain Mining Co., Spruce Pine, N. C. @ 1.00 per lb. 435.00

1014.69 x 5%

= 50.73

Very truly yours,

SOUTHEASTERN MINING & DEVELOPMENT CO.

BY Nicholas A. Raschella
Nicholas A. Raschella Sec'y-Treas.

RECEIVED
SEP 25 1958
U. S. Geological Survey
Geologic Division
Knoxville, Tenn.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

ROOM 13 POST OFFICE BLDG
KNOXVILLE 2, TENN.

Cy to 800

OFFICIAL FILE COPY
DMEA
RECEIVED MAY 2 1958

DATE	INITIALS	CODE
5/2	C	220
		600

April 30, 1958

Memorandum

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

From: Field Team, DMEA, Region V, Knoxville, Tennessee

Subject: Docket No. DMEA-3256, Contract No. Idm-E687 (Mica)
Glenn C. Rathburn, assignee
Fox Mine, Yancey County, North Carolina

No reply has been received to the Executive Officer's letter of April 1, requesting payment of $19.27 overdue royalty.

Therefore we are referring it to you for appropriate action.

Robert A. Laurence
Robert A. Laurence
Executive Officer

V. J. Lynch
V. J. Lynch, Member
Bureau of Mines

writing letter to Operator

over

Operating Committee

April 1, 1958

Mr. Glenn C. Rathburn

Burnsville, North Carolina

Re: Docket No. DMEA-3256 (Mica)
Fox Mine
Yancey County, North Carolina
Contract No. Idm-E687

Dear Mr. Rathburn:

On February 19, 1958, you wrote that the balance of $19.27, due the Government as royalty on sales from the Fox mine would be sent to me within fifteen days, with the sales records. We have not yet received this payment, although it has now been more than a month since you wrote. Recently, we sent you a copy of the latest Report of Royalty Review.

Please send this overdue royalty payment immediately. If payment is not received within 30 days, the matter will be referred to our Washington office for appropriate action.

Very truly yours,

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

RAL/mg
cc
Operating Committee (2)
Lynch
file

DMEA Form 7
(12-56)

[redacted]

OFFICIAL FILE COPY

Date	Surname	Code
3/18	Fisher	800
3/18	C	220
3/18	gad	600

MAR 18 1958

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

Re: Docket No. DMEA-3256 (Hiea)
Glenn C. Rethburn
Fox Mine
Yancey County, North Carolina
Contract No. Idm-E687

Dear Mr. Laurence:

I am enclosing the original and two copies of Mr. Fisher's report of royalty review dated March 14, 1958, pertaining to the subject contract.

If you concur with the findings, the original should be forwarded to the Regional Finance Officer, a copy should be retained in your files, and a copy should be sent to the Operator.

Sincerely yours,

(Signed) J. L. Chambers

Jay L. Chambers, Director
Contract Administration
and Audit Division

Enclosures

CEFisher/ama
March 18, 1958

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

8623

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

WASHINGTON 25, D.C.

OFFICIAL FILE COPY
DMEA
RECEIVED JAN 16 1958

DATE	INITIALS	CODE
1/16	gb	220
1/16	[illegible]	800
1/17	Hank	600

January 14, 1958

Mr. Glenn C. Rathburn

Cane River, North Carolina

Re: DMEA-3256-mica
Glenn C. Rathburn, Assignee
Fox Mine, Yancey County, N.C.
Contract-Idm-E687.

Dear Mr. Rathburn:

On December 9, 1957, I wrote you pointing out that a balance of $19.27 is due the Government on sales which you made from the Fox Mine, as well as possible additional royalties which are due if you have sold any scrap mica from the Fox. Payment has not yet 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, the matter will be referred to our Washington office for appropriate action.

Very truly yours,

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

RAL/zm
cc
Opr. Com-2
Lynch
Files

ORIGINAL FILE COPY
DMEA
RECEIVED DEC 16 1957
DATE | INITIALS | CODE
12/16 | C | 220
16 Com | 100

DMEA EXPLORATION PROJECT

SEMI-ANNUAL REPORT OF CERTIFIED PROJECT

Reporting Period: to October 23, 1957. Date Examined: 10-23-57

Operator: Charles L. Brown and Glenn C. Rathburn, Ptners.
Burnsville, N. C. Glenn C. Rathburn, Assignee

Mine Name: Fox. County: Yancey. State: North Carolina

Docket No: DMEA-3256. Contract: Idm-E687. Commodity: Mica

Date of Contract: July 22, 1954. Date Certified: June 27, 1957

Expiration of Royalty Payments: July 22, 1966.

Total Amount of Contract: $5,788.00. Total Expended: $4,143.00

Government Participation at 75%--$3,107.25

Royalty Paid this Period: $96.88. Previously Paid: None

Total Paid to Date: $96.88. Percent Gov't Participation repaid: 3.12%

Royalty Due on Production todate: $19.27. ✓

Royalty Remarks: A recapitulation of the sales of mica at the Government Mica Buying Depot and the Operator's royalty payments discloses royalty in the amount of $19.27 is due. The records show that all royalty has not been paid on four sales. This royalty amounts of $26.67, however, overpayments amounting to $7.40 have been made making the balance due as above. Mr. Rathburn has been informed of the amount of royalty due.

Original Estimate of DMEA Reserves(Field Team Final Report)

Indicated: 1,530 lbs of sheet mica.
525 short tons of feldspar
1,575 lbs of sheet mica
540.6 short tons of feldspar

Production DMEA ore (this period) 7-22-54 to 10-23-57.

Type Mica	Amount	Value
Sheet	133.09 lbs	$2,161.64
Punch	516.00	40.85
Total mica	649.09	$2,202.49
Feldspar	30.62 Long T	245.57
Total value of production.....		$2,448.06

REMARKS: On September 28, 1957, Glenn C. Rathburn sold his holdings in the Fox Mine to Mr. Robert Felton, Burnsville, N. C. P.O. Box 11 and Mr. Dona W. Norris, 1117 Cordova Road, Fort Lauderdale, Florida, who are operating under the name of Southeastern Mining & Development Company, Inc., The mine was visited October 23, 1957 by the writer. The shaft was full of water and there was no signs of any activity recently. In talking to Mr. Felton later, it was learned the mine was optioned to John and Sam Phillips for a period of 60 days. Mr. Felton was surprised to learn they were not working there. John Phillips stated he could not get anyone to work up there as it was not very accessible.

Wm. A. Beck, Mining Engineer
Bureau of Mines

December 12, 1957.

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

OFFICIAL FILE COPY
DMEA
RECEIVED DEC 11 1957

DATE	INITIALS	CODE
12/11	gb	220
		[redacted]
12/11	E.E.P	800
		225

December 9, 1957

Mr. Glenn C. Rathburn

Cane River, N. C.

Re: DMEA-3256, Idm-E687-mica.
Brown & Rathburn
Glenn C. Rathburn, Assignee
Fox Mine, Yancey County, N.C.

Dear Mr. Rathburn:

A review of the records of the subject contract discloses the Government royalty has not been paid on either the initial or final payments of two sales of mica, nor the final settlement on two others from the Fox Mine. These sales are: Lot-445, dated October 25, 1956 of 7.94 lbs for which a total of $139.04 was received; Lot-591, dated December 5, 1956 of 11.07 lbs for which a total of $142.00 was received; final settlement of Lot 123, dated August 13, 1956 on which $115.14 was received and final settlement on Lot-301 dated September 21, 1956 on which $137.24 was received.

The sum total of the above sales is $533.42 and the Government's royalty at 5 percent amounts to $26.67. However, a recapitulation of your payments show you have made overpayments amounting to $7.40 on other sales. Thus, the balance due is $19.27.

The record of your royalty payments through October 18, 1956 is as follows:

Date of Money Order	Payment made	Weight	Value	Royalty RATE	Royalty Due
1. 12-2-54	$ 11.10	16.51 lbs sheet	$214.58	5%	$10.73
		150.00 lbs punch	7.50	"	.37
					$11.10
2. 3-4-55	2.60	2.94 lbs sheet	60.03	"	3.00
				underpaid	-.40
3. 7-14-55	2.63	90.00 lbs punch	5.75	"	.29
		5.98 tons feldspar	@ 6.50/Ton	1½% ($38.87)	.58
				overpaid	.87
					-1.76
4. 11-21-55	11.02	5.43 lbs sheet	57.70	5%	2.88
		19.15 tons feldspar @ $8.50per ton		2% ($162.78)	3.26
					6.14
				overpaid	- 4.88
5. 1-9-56	5.08	5.75 lbs sheet	93.64	5%	4.68
		5.49 tons feldspar @ $8/T	43.92	1½%	.66
					5.34
				underpaid	-.26
6. 8-27-56	15.86	* 9.50 lbs sheet	128.84	5%	6.44

*This is part of 18.43 lbs sold as White Oak Mine mica for which $183.84 was received as initial payment

		** 13.31 lbs sheet	161.02	5%	8.05
** initial payment		276.00 lbs punch	27.60	5%	1.38
					15.87
				underpaid	-.01
7. 9-4-56	8.60	*8.31	83.42	5%	4.17
		*initial payment			
			** 88.61		

final payment on lot of 18.43 lbs sold as White Oak Mine mica of which 9.50 lbs was Fox Mine mica.

Date of Money Order	Payment	Weight	Value	Royalty rate		Royalty Due
Royalty payments should be made on ratio of $128.84 to $183.84 or on $62.10						$3.10
						7.27
					overpaid	-1.33
8. 10-16-56	$7.35	16.38	$146.75	5%		7.34
					overpaid	-.01
9. 10-18-56	3.07	--	*59.56	5%		2.98

* final payment on lot of 8.31 lbs on which Government royalty on initial payment was paid with royalty No.7. Overpayment 9¢.

A summary of the above shows overpayments amounted to $8.07 and underpayments to 67¢, leaving a credit of $7.40. However, royalty payments amounting to $26.42 have not been made on the four sales previously mentioned, leaving a balance due of $19.27.

Please send your check or Money Order in this amount made payable to The Defense Minerals Exploration Administration, together with settlement sheets to this office at your earliest convenience.

It is also noted that the Government has never received royalty on any sales of scrap from the Fox Mine. In processing the mica, there no doubt was considerable scrap. If you have sold it, please include this royalty with the above payment.

Very truly yours,

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

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

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

Mailed to 6

OFFICIAL FILE COPY
DMEA
RECEIVED DEC 6 1957

DATE	INITIALS	CODE
12/6	C	220
12/6	Hunt	600

December 3, 1957

Memorandum

To: Finance Officer - Region V (DMEA)

From: Executive Officer, DMEA- Region V - Knoxville

Subject: Royalty Payment - Fox Mine, DMEA-3256, Idm-E687-mica. Glenn C. Rathburn, Cane River, N. C. (Yancey County)

Transmitted is a final settlement sheet for mica sold from the subject mine in the amount of $47.95 and their check No. 198, dated December 2, 1957 in the amount of $2.40.

Southeastern Mining and Development Co., present operators.

Robert A. Laurence

Mailed to

GENERAL SERVICES ADMINISTRATION

FINAL SETTLEMENT - MICA PURCHASE

MICA PURCHASE DEPOT [redacted] Spruce Pine, N. C.

PROGRAM: [X] A [ ] B

DATE PURCHASED: [redacted]

ACCEPTANCE NUMBER: [redacted]

CERTIFICATE AUTHORIZATION NUMBER: [redacted]

LOT NUMBER: [redacted]

VOUCHER NUMBER:

SCHEDULE NUMBER:

EVALUATION DATA

RUBY

QUALITY	HALF TRIM POUNDS	HALF TRIM PRICE PER LB.	HALF TRIM AMOUNT	FULL TRIM POUNDS	FULL TRIM PRICE PER LB.	FULL TRIM AMOUNT
GOOD STAINED AND BETTER						
GRADES NO. 3 AND LARGER		$	$		$ 70.00	$
GRADES NO. 4 AND 5					40.00	
GRADES NO. 5½ AND 6					17.70	
STAINED						
GRADES NO. 3 AND LARGER		12.00			31.90	
GRADES NO. 4 AND 5		5.00			16.25	
GRADES NO. 5½ AND 6		3.00			7.55	
HEAVY STAINED						
GRADES NO. 3 AND LARGER		8.00			14.80	
GRADES NO. 4 AND 5		4.00			6.85	
GRADES NO. 5½ AND 6		2.00			4.00	
TOTALS			$			$

NONRUBY

QUALITY	HALF TRIM POUNDS	HALF TRIM PRICE PER LB.	HALF TRIM AMOUNT	FULL TRIM POUNDS	FULL TRIM PRICE PER LB.	FULL TRIM AMOUNT
GOOD STAINED AND BETTER						
GRADES NO. 3 AND LARGER		$	$		$ 70.00	$
GRADES NO. 4 AND 5				.41	40.00	16.40
GRADES NO. 5½ AND 6				2.91	17.70	51.51
STAINED						
GRADES NO. 3 AND LARGER		9.60			25.55	
GRADES NO. 4 AND 5		4.00		.28	14.60	4.09
GRADES NO. 5½ AND 6		2.40		1.03	6.55	6.75
HEAVY STAINED						
GRADES NO. 3 AND LARGER		6.40			11.85	
GRADES NO. 4 AND 5		3.20			6.45	
GRADES NO. 5½ AND 6		1.60			4.00	
TOTALS			$			$

TOTAL YIELD AND VALUE [ ] RUBY [X] NONRUBY (Half trim plus full trim) 4.63 LBS. $ 78.75

AMOUNT ADVANCED FOR PROGRAM B, DEPOT $4 [illegible] $

FINAL BASIS FOR PAYMENT $

LESS: INITIAL PAYMENT VOUCHER NUMBER SCHEDULE NUMBER $ 78.75

BALANCE DUE [X] SELLER [ ] GOVERNMENT $ 30.80

$ 47.95

NAME AND LOCATION OF MINE

Pen-Yancey county, N. C.
% GS & B [redacted]
71.71

SELLER'S NAME AND ADDRESS (Type or print)

Southeastern Mining Development Co.
Burnsville, N. C.

RECEIVED SEP 6 1957

PROCESSED FOR PAYMENT (LBS.)	4.63
PROCESSED - NO PAYMENT (LBS.) THINS	
BLACK (Dots, Spots, Stained)	
UNDERSIZED	
PROCESSING LOSS	.12
TOTAL POUNDS PURCHASED	4.75

APPROVED

DEPOT SUPERINTENDENT

DATE 11-22-57

GSA WASH D C 58-3177

GSA FORM 101
SEPTEMBER 1957

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.
KNOXVILLE 2, TENN.

OFFICIAL FILE COPY
DMEA
RECEIVED NOV 25 1957

11/27 gb 220
12/2 Lynch 600

November 25, 1957

Memorandum

To: Finance Officer, Region V - (DMEA)

From: Acting Executive Officer, DMEA - Region V -

Subject: Royalty Payment - Idm-E687, DMEA-3256 (mica)
Glenn C. Rathburn, Cane River, N. C.
Fox Mine, Yancey County, N.C.

Transmitted is a settlement sheet for $30.80, mica sold from the subject mine; and their check for 5% royalty in the amount of $1.54, to be credited to their contract.

V. J. Lynch

zm.
cc
Lynch
Mittendorf
Files

VJL
MAL

Southeastern Mining & Development Co., Inc.

BURNSVILLE, NORTH CAROLINA

November 21, 1957

U. S. Department of Interior
Defense Minerals Exploration Administration
P. O. Building
Knoxville, Tenn.

Re: Contract IDM - E - 687
Brush Creek Mine

Gentlemen:

The only sale of mica from the above mine since our reporting of September 17th is $30.80 as per enclosed copy of invoice.

In view of this check for 5% royalty is enclosed in the amount of $1.54.

The stenographer has been out of the office for a week with flu, which explains the delay in remitting this royalty.

Very truly yours,

SOUTHEASTERN MINING & DEVELOPMENT CO. INC.

BY Robert McCtan
President

Enc. Copy of Inv. $30.80
Check # 186 1.54

RECEIVED
NOV 25 1957
U. S. Geological Survey
Geologic Division
Knoxville, Tenn.

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

GENERAL SERVICES ADMINISTRATION

WARRANTY AND ACCEPTANCE

DOMESTIC MICA PURCHASE PROGRAM (GSA REG. 7, AS AMENDED)

MICA PURCHASE DEPOT - Spruce Pine, N. C.

DATE PURCHASED: 10-31-57

ACCEPTANCE NUMBER: [redacted]

CERTIFICATE AUTHORIZATION NUMBER	LOT NUMBER	VOUCHER NUMBER	SCHEDULE NUMBER
[redacted] A	[redacted]		

BASIS FOR FINAL SETTLEMENT: [X] PROGRAM A [ ] PROGRAM B [ ] ALTERNATE PROGRAM B *(Under Regulation 7, Revision 3, as amended)*

NAME AND LOCATION OF MINE

TYPE OF MICA: [ ] RUBY [X] NONRUBY

PRELIMINARY FINAL SETTLEMENT

TOTAL POUNDS PURCHASED	AMOUNT OF INITIAL PAYMENT
4.75	$ 30.60

WARRANTY

The undersigned warrants that this lot of mica, weight above indicated, meets the requirements of all applicable regulations and laws governing the Domestic Mica Purchase Program. Further, the undersigned hereby sells this lot of mica to the Government subject to all laws and regulations governing the Domestic Mica Purchase Program and agrees to accept, upon completion of processing, a resale price as validated by the and to refund unconditionally to the Government any overpayment, with the understanding that the amount of any underpayment will be paid by the Government to the Seller upon completion of the processing of this mica.

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

Southeastern Mining Development Co.
Burnsville, N. C.

SELLER OR PERSON AUTHORIZED TO SIGN FOR SELLER

SIGNATURE

NAME *(Type or print)*: Robert Folton

TITLE *(Type or print)*: Agent

ACCEPTANCE

This lot of mica, weight above indicated, is accepted for the Government subject to all pertinent regulations and laws governing the Domestic Mica Purchase Program.

GENERAL SERVICES ADMINISTRATION

BY *(Type name)*	SIGNATURE	TITLE
Raleigh Young		Buyer

GSA WASH D C 58-1177

GSA FORM 1013
SEPTEMBER 1957

OFFICIAL FILE COPY
DMEA
RECEIVED OCT 21 1957

DATE		CODE
10/21	GB	220
	Lynch	600

October 18, 1957

Memorandum

To: Finance Officer - Region V - (DMEA)

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

Subject: Royalty Payment - Idm-E687, DMEA-3256-Mica
Glenn C. Rathburn, Cane River, N.C.
Fox Mine, Yancey County, N.C.

Transmitted is a transmittal letter from the Southeastern Mining & Development Company, Inc., with check No.176, dated October 15, 1957 for royalty due on the sale of mica in the amount of $11.30.

Final settlement sheet attached for $226.02.

Robert A. Laurence

xm

cc
Mittendorf
Lynch
Files

226.02
5.00
11.30

Southeastern Mining & Development Co., Inc.

BURNSVILLE, NORTH CAROLINA

October 15, 1957

U. S. Department of Interior
Defense Minerals Exploration Adm.,
P. O. Building,
Knoxville, Tenn.

Re: Contract IDM-B-687
Brush Creek - Fox Mine
Yancey County

Enclosed is copy of Sale # 2 on above mine covering payments as follows

160.44		
65.58		
226.02	x 5% =	11.30

Our check # 176 in theamount of $11.30 is also enclosed.

Very truly yours,

SOUTHEASTERN MINING & DEVELOPMENT CO.

BY Margaret B. Laughrun
Margaret B. Laughrun, Sec'y.

Enc. Check # 176 $11.30
Copy of Sale # 2

RECEIVED
OCT 18 1957
U. S. Geological Survey
Geologic Division

GENERAL SERVICES ADMINISTRATION

REGION 3

FINAL SETTLEMENT

MICA PURCHASING DEPOT, SPRUCE PINE, N. C.

DATE PURCHASED: 9-12-57

ACCEPTANCE NO.: A03-198(a)

CERTIFICATE AUTHORIZATION NO.: [redacted]-4-1639A

LOT NO.: SP A0-198(a)

VOUCHER NO.:

	TOTAL WGT. (LBS.)	LBS. - G. S.	LBS. - STAINED	LBS. - HVY. STAINED	TOTAL VALUE
PROCESSED FOR PAYMENT	13.33	6.99	5.81	.53	226.02
PROCESSED - NO PAYMENT					
THINS					
BLACK - DOTS / SPOTS / STAIN					
UNDERSIZED					
PROCESS - [redacted] LOSS	.17				
TOTAL LBS. PURCHASED	13.50				

FOR USE OF CERTIFYING OFFICER

LESS: INITIAL PAYMENT - VOUCHER NO. SCH. NO. 160.44

BALANCE DUE GOVERNMENT [ ] SELLER [X] 65.58

SELLER'S NAME AND ADDRESS

Southeastern Mining & Development Corp.
Box 604
Burnsville, N. C.

NAME OF MINE AND LOCATION

Fox-Ramsey County, N. C.

APPROVED

[signature] 10-2-57

DEPOT SUPERINTENDENT DATE

GSA-WASH DC 58-592 R3 T152 JULY 1957

Burnsville, North Carolina
oct 7, 1957

DMEA-3256

RECEIVED
OCT 9 - 1957
U. S. Atomic Energy Commission
Contracts Division
Knoxville, Tenn.

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

Dear Sir,
On September 28, 1957, mr Glenn C. Rathburn sold out his holdings of the Fox mine of Brush Creek.
For future information contact mr Robert Felton Burnsville, north carolina Box 11,
mr Dona W. Morris 1117 ~~Cordova~~ Cordova Road. Ft. Lauderdale, Florida.
Thank you
Mrs Glenn C. Rathburn

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

OFFICIAL FILE COPY DMEA RECEIVED SEP 25 1957		
DATE	INITIALS	CODE
9/25	B	220
9/25	Hook	600

September 23, 1957

Memorandum

To: Finance Officer - Region V (DMEA)

From: Executive Officer, DMEA - Region V - Knoxville

Subject: Royalty Payment - Idm-E687, DMEA-3256, Fox Mine, Glenn C. Rathburn, Yancey County, N.C.

Attached is a settlement sheet for the sale of mica from the subject mine in the amount of $334.56; and their check No. 160, dated Sept. 17, 1957 for $16.73 royalty on the sale.

Robert A. Laurence

ZM.
cc
Lynch
Mittendorf
Files

GENERAL SERVICES ADMINISTRATION

REGION 3

FINAL SETTLEMENT

MICA PURCHASING DEPOT, SPRUCE PINE, N. C.

DATE PURCHASED: 8-9-57

ACCEPTANCE NO.: A03-114 (a)

VOUCHER NO.:

CERTIFICATE AUTHORIZATION NO.: [redacted] A

LOT NO. SP: A0-114 (a)

	TOTAL WGT. (LBS.)	LBS. - G. S.	LBS. - STAINED	LBS. - HVY. STAINED	TOTAL VALUE
PROCESSED FOR PAYMENT	22.43	12.19	9.93	.31	334.56
PROCESSED - NO PAYMENT					
THINS					
BLACK - DOTS / SPOTS / STAIN					
UNDERSIZED					
PROCESS - [redacted] LOSS	.82				
TOTAL LBS. PURCHASED	22.45				

FOR USE OF CERTIFYING OFFICER

LESS: INITIAL PAYMENT - VOUCHER NO. SCH. NO. 165.95

BALANCE DUE GOVERNMENT ☐ SELLER ☒ 168.61

SELLER'S NAME AND ADDRESS

Southeastern Mining Development Corp.
Burnsville, N. C.

NAME OF MINE AND LOCATION

Fox & Brushy Creek
Yancey County, N. C.

APPROVED

DEPOT SUPERINTENDENT 9-6-57 DATE

GSA-WASH DC 58-592

R3 T152 JULY 1957

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
6/20	Anderson	600
6/21	[illegible]	600
	[illegible]	140
	[illegible]	140
6/24	[illegible]	800
6/26	[illegible]	130
6/26	[illegible]	130
6/26	[illegible]	130
	[illegible]	110
27	[illegible]	100
		220

600

JUN 27 1957

Mr. Glenn C. Rathburn

Cane River, North Carolina

Re: Docket No. DMEA-3256-Mica,
Brown and Rathburn
Glenn C. Rathburn, Assignee
Fox Mine
Yancey County, North Carolina
Contract No. Idm-E687

Dear Mr. Rathburn:

Enclosed is a certification of discovery or development under Contract No. Idm-E687 on the Fox Mine, Yancey County, North Carolina.

By the terms of the Exploration Project Contract, all minerals mined or produced from July 22, 1954, to July 22, 1966, are subject to the Government's percentage royalty as set forth in the contract until the sum of $3,107.25 is repaid to the Government.

You should continue to make royalty payments to Mr. Robert A. Laurence, Executive Officer, DMEA Field Team, Region V, Room 13, Post Office Building, Knoxville 2, Tennessee, as you have in the past and checks should be drawn payable to the Defense Minerals Exploration Administration.

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

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

Sincerely yours,

C. O. Mittendorf (for)

Administrator

Enclosure

WCAnderson:gad 6/20/57

Copy to: Admr. R. File
Operating Committee
Mr. Johnson
Mr. Chambers
Field Team, Region V
Mr. Killsgaard, 5222
Mr. Lamb, 3649
Mr. Houk
Mr. and Mrs. Charles L. Brown
George A. Brown
Robert L. Brown
Nora Belle Brown
Alice S. Byrd

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
6/20	Anderson	600
6/21	Houk	600
		140
		140
6-21	Chambers	800
6/26	Selbredge	130
6/26	Vogel	130
6/26	Kelton	130
"	Johnson	110
	27 Mittendorf	100
		220

JUN 27 1957 600

Mr. Clarence A. Fredell, Acting Director
Technical Services Division
Defense Materials Service
General Services Administration
7th and D Streets, S. W.
Washington 25, D. C.

Re: Docket No. DMEA-3256-Mica
Brown and Rathburn
Glenn C. Rathburn, Assignee
Fox Mine
Yancey County, North Carolina
Contract No. Idm-E687

Dear Mr. Fredell:

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

The exploration contract was signed on July 22, 1954, with the Government participating to the extent of 75 percent of $5,788.00 or $4,341.00. The project was started on August 11, 1954, and terminated by mutual consent on November 26, 1956, after the expenditure of $4,143.00, which is the total net accepted cost according to the Audit Division. The Government paid 75 percent of the total accepted cost or $3,107.25.

The work performed on this project consisted of building an access road, constructing a toolhouse and powder and exploder magazines, sinking 50 feet of inclined shaft on the pegmatite and driving 28 feet of drifts on the 50 foot level.

About 4,735 pounds of mine-run block mica was recovered under the contract. The project work furnished sufficient data to calculate the following strategic mica reserves:

Indicated - 1,530 pounds of sheet mica
Inferred - 1,575 pounds of sheet mica

The DMEA concurs in the Field Team's evaluation of the work performed and has, therefore, certified that a discovery or development has resulted from the work under the contract.

Sincerely yours,

O. O. Mittendorf

Administrator

Enclosure

WCAnderson:gad 6/20/57

8623

Copy to: Admr. R. File
Mr. Johnson
Mr. Chambers
Mr. Killsgaard, 5222
Mr. Lamb, 3649
Operating Committee
Field Team, Region V
Mr. Houk

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
6/20	Anderson	600
6/26	Houk	600
6/26	[illegible]	130
"	Johnson	110
27	Butterworth	100
		220

600

JUN 27 1957

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

Re: Docket No. DMEA-3256-Mica
Brown and Rathburn
Glenn C. Rathburn, Assignee
Fox Mine
Yancey County, North Carolina
Contract No. Ion-8657

Dear Mr. Laurence:

Enclosed are five letters to be forwarded to the signers of the Owner's Consent to Lien under the subject contract.

Kindly complete the addresses and forward, retaining your copies and returning the remaining copies.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (JB)

Approved:

P. F. Yopes (JB)
Member, Bureau of Mines

N. E. Nelson (JB)
Member, Geological Survey

Enclosures 5

WCAnderson:gad 6/20/57
Copy to: Admr. R. File
Operating Committee
Mr. Johnson
Mr. Chambers
Mr. Kiilsgaard, 5222
Mr. Lamb, 3649
Mr. Houk

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
6/20	Anderson	600
6/21	Houk	600
		140
		140
6-21	Chambers	800
6/26	Selbredge	130
"	Johnson	130
27	Rittendorf	~~190~~
		~~110~~
7/3	C	100
		220
		225

600

JUN 27 1957

Mr. George A. Brown

Burnsville, North Carolina

Re: Docket No. DMEA-3256-Mica
Brown and Rathburn
Glenn C. Rathburn, Assignee
Fox Mine
Yancey County, North Carolina
Contract No. Idm-E687

Dear Mr. Brown:

Enclosed is a copy of a certification of discovery or development, with copy of covering letter to the Operator, which has been issued pursuant to the terms of the above-cited contract.

This correspondence relates to the Owner's Consent to Lien signed by you on July 3, 1954. The Government's prior lien on the land and upon any production therefrom will continue in existence for the length of time mentioned in the enclosed copy of the letter to the Operator. You are obligated during that period to commit no act and to assert no claim in conflict with the Government's rights under the agreement signed by you, and to give advance notice of the Government's rights to any transferree or lessee of any part of your interest in the land or the production therefrom.

Sincerely yours,

E. O. Rittendorf (fw)

Administrator

Enclosures 2

WCAnderson:rsi 6/20/57
Copy to: Admr. R. File
Mr. Johnson
Mr. Chambers
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Lamb, 3649
Mr. Houk

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
6/20	Anderson	600
6/21	Hawk	600
		140
		140
6-21	Chambers	800
6/26	Selfridge	130
"	Johnson	130
		130
		110
		100
7/3	Mattingly	220
		225

600

JUN 27 1957

Mr. and Mrs. Charles L. Brown

Burnsville, North Carolina

Re: Docket No. DMEA-3256-Mica
Brown and Rathburn
Glenn C. Rathburn, Assignee
Fox Mine
Yancey County, North Carolina
Contract No. Idm-E687

Dear Mr. and Mrs. Brown:

Enclosed is a copy of a certification of discovery or development with copy of covering letter to the Operator, which has been issued pursuant to the terms of the above-cited contract.

This correspondence relates to the Owner's Consent to Lien signed by you on July 3, 1954. The Government's prior lien on the land and upon any production therefrom will continue in existence for the length of time mentioned in the enclosed copy of the letter to the Operator. You are obligated during that period to commit no act and to assert no claim in conflict with the Government's rights under the agreement signed by you, and to give advance notice of the Government's rights to any transferree or lessee of any part of your interest in the land or the production therefrom.

Sincerely yours,

G. O. Hittendorf

Administrator

Enclosures 2

WCAnderson:rsi 6/20/57
Copy to: Admr. R. File
Mr. Johnson
Mr. Chambers
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Lamb, 3649
Mr. Houk

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
6/20	Anderson	600
6/21	[illegible]	600
		140
		140
6-21	Chambers	800
6/26	Selbridge	130
1.	Johnson	130
		130
		110
27	Mittenderf	100
7/3		220
		225

600

JUN 27 1957

Mrs. Nora Belle Brown

Burnsville, North Carolina

Re: Docket No. DMEA-3256-Mica
Brown and Rathburn
Glenn C. Rathburn, Assignee
Fox Mine
Yancey County, North Carolina
Contract No. Idm-E687

Dear Mrs. Brown:

Enclosed is a copy of a certification of discovery or development with copy of covering letter to the Operator, which has been issued pursuant to the terms of the above-cited contract.

This correspondence relates to the Owner's Consent to Lien signed by you on July 3, 1954. The Government's prior lien on the land and upon any production therefrom will continue in existence for the length of time mentioned in the enclosed copy of the letter to the Operator. You are obligated during that period to commit no act and to assert no claim in conflict with the Government's rights under the agreement signed by you, and to give advance notice of the Government's rights to any transferree or lessee of any part of your interest in the land or the production therefrom.

Sincerely yours,

O. O. Mittenderf (fw)

Administrator

Enclosures 2

WCAnderson:rsi 6/20/57
Copy to: Admr. R. File
Mr. Johnson
Mr. Chambers
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Lamb, 3649
Mr. Houk

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
6/20	Anderson	600
6/21	Johnson	600
		140
		140
6-21	Chambers	800
6/26	Kellogg	130
6/26	Yates	130
6/26	Nelson	130
"	Johnson	110
27	Mittendorf	100
7-3	C	220
		225

600

JUN 27 1957

Mr. Robert L. Brown

[illegible], North Carolina

Re: Docket No. DMEA-3256-Mica
Brown and Rathburn
Glenn C. Rathburn, Assignee
Fox Mine
Yancey County, North Carolina
Contract No. Idm-E687

Dear Mr. Brown:

Enclosed is a copy of a certification of discovery or development, with copy of covering letter to the Operator, which has been issued pursuant to the terms of the above-cited contract.

This correspondence relates to the Owner's Consent to Lien signed by you on July 3, 1954. The Government's prior lien on the land and upon any production therefrom will continue in existence for the length of time mentioned in the enclosed copy of the letter to the Operator. You are obligated during that period to commit no act and to assert no claim in conflict with the Government's rights under the agreement signed by you, and to give advance notice of the Government's rights to any transferree or lessee of any part of your interest in the land or the production therefrom.

Sincerely yours,

C. G. Mittendorf (for)

Administrator

Enclosures 2

WCAnderson:rsi 6/20/57
CCopy to: Admr. R. File
Mr. Johnson
Mr. Chambers
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Lamb, 3649
Mr. Houk

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
6/20	Anderson	600
6/21	Houk	600
		140
		140
6-21	Chambers	800
6/26	Selfridge	130
"	Johnson	130
		130
		110
		100
		220

7/3 C 225

600

JUN 27 1957

Mrs. Alice S. Byrd
177 Cumberland Avenue
Asheville, North Carolina

Re: Docket No. DMEA-3256-Mica
Brown and Rathburn
Glenn C. Rathburn, Assignee
Fox Mine
Yancey County, North Carolina
Contract No. Idm-2687

Dear Mrs. Byrd:

Enclosed is a copy of a certification of discovery or development, with copy of covering letter to the Operator, which has been issued pursuant to the terms of the above-cited contract.

This correspondence relates to the Owner's Consent to Lien signed by you on July 3, 1954. The Government's prior lien on the land and upon any production therefrom will continue in existence for the length of time mentioned in the enclosed copy of the letter to the Operator. You are obligated during that period to commit no act and to assert no claim in conflict with the Government's rights under the agreement signed by you, and to give advance notice of the Government's rights to any transferree or lessee of any part of your interest in the land or the production therefrom.

Sincerely yours,

C. O. Mittenderf (for)

Administrator

Enclosures 2

WCAnderson:rsi 6/20/57
Copy to: Admr. R. File
Mr. Johnson
Mr. Chambers
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Lamb, 3649
Mr. Houk

8623

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

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 21 1957

DATE	INITIALS	CODE
6/21	C	220
		225
June 20, 1957		

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: W. F. Dietrich, Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-3256 (mica)

Applicant: Glenn L. Rathburn

Name and Location of Property: Fox Mine, Yancey County, N. C.

Contract Number: Idm-E 687

Date of Field Team Report: 6/6/57

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 6/13/57

Field Team Recommendation: Recommend certification.

Comments:

1. A contract was awarded in August 1954 and intermittant work performed until the contract was terminated on November 23, 1956.

2. The estimated production, during exploration (50 feet of inclined shaft and 28 feet of drift), was as follows:

Strategic mica	$3,200.00
Punch mica	80.00
Scrap mica	56.00
Feldspar	705.00
Total	$4,041.00

3. The value of indicated and inferred reserves are:

Indicated muscovite reserve	$24,480.00	
Indicated feldspar reserve	3,985.00	
		$28,465.00
Inferred muscovite reserve	$25,200.00	
Inferred feldspar reserve	4,103.00	
		29,303.00
Total reserves		$57,768.00

4. Expenditures -

Total approved	$5,788.00
Total cost	4,143.00
Gov't. share of cost	3,107.25
Value of Production during exploration (estimated)	4,041.00

Recommendation:

I concur with the recommendation of the field team for certification of discovery.

W. F. Dietrich

W. F. Dietrich

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D M E A IN REPLY REFER TO:
RECEIVED JUN 19 1957

DATE	INITIALS	CODE
6/19	JWB	220
		225

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

June 18, 1957
Re: DMEA 3256
Glenn L. Rathburn
Fox Mine
Yancey County, North Carolina
Approved $5,788.00 - Mica
Actual Cost ~~$4,143.00~~

Memorandum

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

From: N. E. Nelson, U. S. Geological Survey

Subject: Review of Field Team Final Report.

The contract was awarded in August 1954 and terminated November 23, 1956. Shaft work totaling 50 feet and 28 feet of drift were driven under the contract.

The examiners estimate that mica and feldspar worth $4,014.00 were recovered. Indicated reserves are estimated to be:-

Mine run block mica	30,600 pds.
Sheet mica	1,530 pds.
Est. value	$24,480.00
Feldspar	525 short tons
Value	$3,985.00

The inferred reserves are estimated to be:-

Sheet mica	1,575 lbs.
Value	$25,200.00
Feldspar	540.6 tons
Value	$4,103.00
Total gross value Indicated and Inferred reserves	$57,768.00

Certification is recommended by the examiners and the Field Team. I concur with the recommendation.

N. E. Nelson

N. E. Nelson

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

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DATE	INITIALS	CODE
6-10	C	220
6/11	Zej	110
		130
6-14	C	220
		225

June 6, 1957

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V - Knoxville, Tennessee

Subject: DMEA-3256, Idm-E687-mica. Glenn L. Rathburn, Assignee. Fox Mine, Yancey County, N. C.

Final Ft. Rept.

Enclosed are four copies of the Field Team Final Report, on the subject exploration contract.

In spite of the inefficient management of the project, a discovery was made which could produce sheet mica and feldspar. We agree with the Examiners' recommendation for certification.

It is noted that estimated value of production is $4041.00, and royalty paid to date only $67.31. If these figures, taken from the Operator's monthly reports are correct, a total royalty of $180.90 would be due ($14.10 on feldspar and $166.80 on mica). However, we have checked sales at the Spruce Pine depot, and we doubt that the reported amount has actually been produced. The Operator has a tendency to exaggerate, and it appears that his generous estimates, as given in the monthly reports, were not substantiated when the mica and feldspar were delivered for sale.

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

V. J. Lynch
V. J. Lynch, Member
Bureau of Mines

Reviewed by
DMEA OPERATING COMMITTEE
6-14-57
(date)

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D M E A
RECEIVED JUN 10 1957

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		220

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION
REGION V

FINAL REPORT

On

DMEA-3256, FOX MINE, Mica

By

S. C. Bergman, Geologist
Geological Survey

and

L. E. Shirley, Mining Engineer
Bureau of Mines

June 6, 1957

Reviewed by
DMEA OPERATING COMMITTEE
6-14-57
(date)

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DATE | CODE
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EXPLORATION PROJECT CONTRACT

FINAL REPORT

DMEA-3256, Idm-E687, FOX MINE - Mica

Operator

Glenn L. Rathburn and Charles L. Brown, Partners
Burnsville, North Carolina

SUMMARY

Contract work started August 11, 1954, and was terminated as of November 23, 1956. The Operator completed 50 ft of inclined shaft and 28 ft of strike length drift in pegmatite before it was felt that further contract time extensions would not result in further definition of the pegmatite under this contract. A number of thin, parallel, fairly well defined mica-rich zones were outlined, intimately associated with shallow southeast plunging hangingwall convolutions (see map). A fair reserve of strategic grade muscovite can be outlined and certification as a significant discovery is recommended.

INTRODUCTION

Location

The Fox Mine is located on the northwest slopes of Green Mountain, about 0.6 miles east of Pigpen Bluff at an elevation of approximately 3550 ft. It is 3.83 airline miles N18°W of Micaville, Yancey County, North Carolina. Access is by the blacktopped Double Island Road, north from Micaville to the gravel Dobag Creek Road thence up this road to Dobag Gap, and west along the hill slope about 3,000 ft to the mine site. The last mile of road is extremely difficult to traverse in winter or wet weather because of its steepness and mud surface.

Results of Exploration

A short form exploration contract authorized the building of

3,000 ft of access road, a combination toolhouse and bunkhouse, and powder and exploder magazines, sinking 50 ft of inclined shaft and driving 75 ft of drift and/or crosscut, was set up as of July 22, 1954. Work commenced August 11, 1954 and was terminated short of completion November 26, 1956. During the contract period, the Operator completed the allowable bulldozing and building, sank 50 ft of inclined shaft, about 6 x 18 ft in cross-section, from the bottom of a pre-existing 20 ft deep pit and drove a total of 28 ft of drift in pegmatite. A total of 47 ft of allowable drifting is unexpended. Enough work has been done to outline a series of thin parallel, southeast plunging, mica-rich structures which in the opinion of the Examiners, are worthy of certification as a discovery.

As of December 17, 1954, one of the partners, Mr. Charles Brown, transferred all interest in the contract to the other partner, Mr. Glenn Rathburn. Four separate amendments were granted to extend the contract period, these were dated February 27, 1955, October 10, 1955, January 24, 1956, and July 17, 1956. The out-size administrative costs accumulated during the contract period outweigh the value of continuing and extending the contract period, especially since the Operators work progress was marked by gross inefficiency and procrastination. The Operator reports drift footage driven after the last inspection and before the date of termination. This report could not be confirmed during the last visits because of water in the shaft, and reportedly access will not be gained until June of this year. The Field Examiners can

in no way certify that any additional drift footage that might be present was driven before the date of termination, especially since a number of times during inspections, the Operator reported considerable shaft progress that simply was not there. Mr. Rathburn has been obsessed with the idea that he must drive a long crosscut adit from the hillside to intercept the shaft at an intermediate level so he can lower his pumping head to conform with the capacity of his present equipment. This has been a contributing factor in the snail's pace progress of this contract. He appears oblivious of the fact that the cost of driving this diversion adit is many times the cost of adequate pumping equipment.

Reported and Estimated Production During Contract

A summary of production gleaned from the Operators narrative reports, indicates a total recovery during the contract period of 4735 lbs of mine-run block muscovite, and about 93 short tons of salable feldspar. The Operator has verbally reported a recovery of at least 5% sheet out of the block, which allowing for a small percentage of loss due to hand cobbing, would indicate a total recovery of roughly 200 lbs of strategic sheet. Receipts attached to royalty payments received, indicate an average value per pound of about $16.00, which would make the estimated value of strategic muscovite recovered $3,200.00. The amount of good stained or better grades varies from 47 to71% of each lot. It is estimated that about 800 lbs of punch valued at $80.00 has been recovered as well as about 3735 lbs of scrap, valued at $56.00. Sales of

feldspar indicate a value per long ton of 8.50 and $7.59 per short ton. The indicated value of the 93 tons of feldspar reported recovered is $705.00. The gross value of production as estimated by the examiners is $4,041.00. It is estimated from the reported recovery figures that salable feldspar constitutes about 19% by volume of the pegmatite. It is estimated that productive muscovite zones occupy only 8 to 16% of the total volume of pegmatite, offering a strong case in point for the application of selective mining methods.

Lee Feldspar Memo 6/6/57

Estimated Reserves

Indicated reserves have been calculated by the folliwng method:

Indicated strikelength continuity (surface) -	80'
Known dip extent (70') plus indicated dip projection-	100'
Average known thickness-	5'
Volume, indicated plus excavated pegmatite, 80x100x5' -	40,000 cu.ft.
Volume excavated pegmatite-	6,000 cu ft.
Volume indicated pegmatite (reserve)	34,000 cu.ft.
Volume indicated mica-bearing pegmatite (estimated 10% by volume of indicated pegmatite)	3,400 cu.ft.
Volume of muscovite reserve (estimated 5% by volume of mica-bearing zones)	170 cu.ft
Pounds indicated mine run block muscovite (170 cu.ft. x 180 lbs/cu.ft)	30,600 lbs
Pounds indicated sheet at 5% recovery	1,530 lbs
Value of indicated muscovite reserve at $16./lb.	$24,480.00
Volume recoverable feldspar in indicated pegmatite (estimated 19% by volume of total)	6,460 cu ft.
Short tons of feldspar indicated (12.3 cu.ft./ton)	525
Value of indicated feldspar at $7.59/short ton	$3,985.00
Estimated gross value indicated mica-feldspar reserve	$28,464.00

Inferred reserves have been calculated by the following method:

Indicated and inferred strike length continuity	120 ft
Indicated and inferred dip continuity and projection	125 ft

Estimated reserves(cont'd)

Average known thickness	5 ft
Volume indicated, inferred and excavated peg.	75,000 cu.ft
Volume inferred pegmatite (75,000-40,000 cu ft)	35,000 " "

(Using the same values as used in calculating indicated reserves)

Inferred reserve of sheet muscovite	1,575 lbs.
Value inferred muscovite reserve	$25,200
Inferred reserve of feldspar	540.6 short ton
Value inferred feldspar reserve	$4,103.00
Gross value inferred reserve	$29,303.00

Recapitulation of Reserves:

Muscovite-indicated, 1530 lbs sheet	$24,480.00
inferred, 1575 lbs sheet	25,200.00
Total indicated and inferred muscovite, 3105 lbs	$49,680.00
Feldspar-indicated, 525 tons	3,985.00
inferred 540.6 tons	4,103.00
Total indicated and inferred feldspar 1065.6 tons	8,088.00
Total(gross) value indicated and inferred reserves-	$57,768.00

GEOLOGY

A strong, discordant, dike-like pegmatite has been intermittently exposed by shallow surface trenching which dates back to World War I. It has been worked along strike for at least 150 ft with at least 95 ft of exposed strikelength continuity (see examination report map).

The pegmatite at the surface is from 3 to 5 ft thick, strikes N46°W and dips 55°SW. At the drift level, pegmatite is from 5 to 8 ft thick, strikes N37°-42°W and dips 75 to 80°SW. Pegmatite is discordantly emplaced in a fine-grained well banded hornblende gneiss and schist, with some interlayered micaceous material. The

hornblende country rock strikes N65 to 70°E and dips 60°SE.

A series of shallow, parallel, persistent contact convolutions have been cut by the contract incline. They appear to be much better developed along the hangingwall contact, where they have localized, discontinuous, but parallel, oligoclase-quartz-muscovite zones. The convolutions plunge 42 to 55° south to southeast and are spaced about 12 to 15 ft apart, center to center in a direction normal to the plunge.

Pegmatite is composed predomantly of medium-grained, buff colored perthitic microcline with minor interstitial quartz and rare muscovite. As noted above, there are a series of thin parallel intermediate zones localized near, but not touching hangingwall contact convolutions (see map). It is estimated that these zones constitute 8 to 16% of the pegmatite by volume and consists of a medium to medium-coarse grained mixture of oliogoclase, interstitial quartz, and strategic muscovite. It is estimated that musovite constitutes about 5% of these zones by volume, based on recovery figures submitted by the Operator. Found in minor quantities in these zones is garnet, black tourmaline, and sericite. Thin elongate crystals of allanite up to 1/4 inch in diameter and 12 inches long were noted in place, at one point in the drift, adjacent and elongate normal to the footwall contact. There is an occasional thin fine-grained contact zone consisting of oligoclase, quartz, and minor muscovite.

The contained muscovite is greenish brown to reddish brown in color, essentially flat and free-splitting and from 2 to 6 -

inches across the book. Defects noted were minor cracking, isolated reeving, and a moderate to rare amount of fine iron oxide intergrowth. According to the Operator, recovery of sheet out of the block is at least 5%.

CONCLUSIONS AND RECOMMENDATIONS

A strong dike-like pegmatite was explored with 50 ft of down-dip incline and 28 ft of strikelength drift. A series of thin productive southward plunging mica-bearing zones with strong structural continuity were outlined. Substantial indicated and inferred reserves of muscovite and feldspar were measured within the indicated and projected extent of the pegmatite. Because of the reserves outlined, certification of the work as a significant discovery is strongly recommended. The project was terminated short of completion because of the impossibility on the part of the Operator to do the work within a reasonable amount of time.

EXPENDITURES

(a)	Total approved	$5,788.00
(b)	Total cost of project	4,143.00
(c)	Government's share of cost	3,107.25
(d)	Government's share unexpended	1,233.75
(e)	Value of production (esti.)	4,041.00
(f)	Royalty paid to date	67.31

S. C. Bergman, Geologist
Geological Survey

L. E. Shirley, Mining Engineer
Bureau of Mines

z

June 6, 1957

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

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DMEA
RECEIVED MAY 31 1957

DATE	INITIALS	CODE
5/31	JWB	220
		225

May 28, 1957

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V - Knoxville, Tennessee

Subject: DMEA-3256, Idm-E687-mica. Glem C. Rathburn, Assignee
Fox Mine, Yancey County, N.C.

Reference is made to your letter of May 15.

A report, recommending certification will be prepared and sent to you as soon as we can get it. We realize that we have accumulated a backlog of uncompleted final reports and hope to whittle this down as soon as some additional field personnel can be obtained.

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

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

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
5/14	Anderson	600
5/14	Houk	600
5/15	Selfridge	130
"	Johnson	110
"	Wetherill	100
5/16	C	220
		225

600

MAY 15 1957

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

Re: Docket No. DMEA-3256-Mica
Brown and Rathburn
Glenn C. Rathburn, Assignee
Fox Mine
Yancey County, North Carolina
Contract No. Idm-E687

Dear Mr. Laurence:

Reference is made to your memorandum of November 8, 1956, stating that pegmatite exposed to date at the subject mine indicates a workable body of mica and feldspar and certification can be made.

As the time for certification is running out and the Operator's final report was received about January 25, 1957, we will appreciate receiving, as soon as convenient, the Field Team final report with estimate of reserves and your recommendations.

Sincerely yours,

George C. Selfridge
(esf)
Chairman, Operating Committee

Approved:

Frank D. Lamb (esf)
Member, Bureau of Mines

Thor H. Kiilsgaard (esf)
Member, Geological Survey

WCAnderson:gad 5/14/57
Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

February 6, 1957

EXTRA COPY
DMEA
RECEIVED FEB 8

DATE	INITIALS	CODE
2-8	C	220
		225

Memorandum

To: Jay L. Chambers, Chief Contract Admin. & Audit Div.

From: Executive Officer, DMEA- Region V

Subject: Reports of Review.

Reference is made to your letter of January 28.

Idm-E687, DMEA-3256, Glenn C. Rathburn

Construction of the powder magazine and cap magazine were reported in the interim report for September 24, 1954. Verification of the 28-feet of drifting claimed by the Operator is reported in my memorandum to you dated January 25, 1957. The Operator's final report and final MF-104 were forwarded on January 28.

Idm-E975, DMEA-4145, Ed Huskins

Total amount of excavation, as verified by our field examiners, was 100 cubic yards for the road and 475 cubic yards in portal site preparation. The excess over the contract amounts was at the Operator's own expense.

Idm-E914, DMEA-3855, Wm. G. Reynolds, will be discussed in a separate memorandum.

Robert A. Laurence

RAL/sm
Opr. Com.-2
Lynch
Files
Shirley

JAN 28 1957

Mr. Robert L. Laurence
Executive Officer
DSM Field Team, Region V
Room 14, Post Office Building
Knoxville 2, Tennessee

Dear Mr. Laurence:

Enclosed are the original and two copies of Reports of Review, in lieu of final audits, covering the following completed or terminated exploration project contracts:

Contract No.	Docket No.	Operator
IC-1014	DMA-4237	Muskins & Cage
" 1016	" 4248	Grover Grindstaff
" 1029	" 4399	Beck Coupe, et al
" 1040	" 4463	Jeter Boone

Your memorandum of January 22, 1957, which stated that Reports of Review are now in order for these four contracts and three others, did not specifically confirm the number of units of work acceptably performed (as required by the last sentence of the first paragraph of my January 9, 1957, memorandum). However, copies of Field Team reports received in this office have provided specific verification of the units of work performed under these four contracts.

If you concur with the facts stated therein, the original and one copy of each report should be forwarded to the Certifying Officer and one copy of each should be retained in your files. If, for any reason, a report does not have your concurrence please return all copies to this Division.

This Division cannot issue Reports of Review at the present time for the other three contracts for the reasons stated below:

IC-1017, DMA-3256, Glenn C. Lathburn — No confirmation of drift footage or magazine construction is given in Field Team reports; also, (as you confirmed in your telephone conversation with us on January 25, 1957) the final IF-104 and Operator's final report have not been received by us.

IC-1014, DMA-3855, William C. Reynolds — No verification of units of work completed, other than cubic yards of excavation, is given in Field Team reports received to date; also, Field Team memorandum of September 17, 1956, to Operating Committee indicates possibility of further assaying and a supplemental IF-104.

Idm-E975, DEA-4145, Ed Husking --- No confirmation of cubic yards of excavation for either road construction or portal site preparation is contained in Field Team reports.

Your further advice on these three contracts will expedite the preparation of Reports of Review.

Sincerely yours,

(Signed) J. L. Chambers

Jay L. Chambers, Chief
Contract Administration
and Audit Division

Enclosure

EDTalbert/wb
January 25, 1957

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1, POST OFFICE BLDG.
KNOXVILLE 2, TENNESSEE

WASHINGTON 25, D.C.

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DATE	INITIALS	CODE
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1/30	[illegible]	800
		225

January 28, 1957

Memorandum

To: Operatoring Committee, DMEA - Washington

From: DMEA Field Team, Region V - Knoxville, Tennessee

Subject: Operator's final engineering and geological report, Idm-E687, DMEA-3256, Glenn L. Rathburn, Assignee Cane River, N.C. (mica)

Transmitted are four copies of the Operator's final Geologic and Engineering Report on the subject contract. We realize this report is most inadequate, but we have written Mr. Rathburn several letters requesting his final report, also the field examiners have requested that he write one, this seems to be the best he intends to do, therefore, we suggest that this be accepted.

V. J. Lynch

V. J. Lynch, Acting
Executive Officer, DMEA
Region V

S. C. Bergman

S. C. Bergman, Geologist
U. S. Geological Survey

Operators' Final Report

FOX MINE - CONTRACT # 687

GEOLOGICAL DESCRIPTION

#1 - Hanging wall. Massive dark hornblend with long clusters and sprays of crystals as long as 2" mixed with Pyrites. Foot wall consists of some materials hard and solid. Stands well.

#2 - Pegmatite. Consists of soda feldspar, quartz, biotite, and garnets. Allenite, small pods Potash feldspar encountered near shaft bottom. Average width 5½ ft.

#3 - EXPLANATION

Feldspar appears in crystals as large as one foot and as much as 8" in diameter. Garnets mixed throughout the entire pegmatite body with a strong concentration near the margin of the foot wall. Allenite concentrated near hanging wall never extending more than a foot into Pegmatite. Appears as knifelike crystals concentrated near hanging wall.

Muskovite is flat, free splitting and of good quality.

Muskovite shoots 55 deg. NE with a heavy concentration near the bottom of rolls with barren streaks approximately 8' betwen the rolls. General trend of pegmatite 11 deg. NE 11 deg. N W showing a partly exposed pegmatite body by a series of old prospecting and pot holes for a distance of 700' along the strike.

This 23rd. day January, 1957.

Glenn C. Rathbun
Operator

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OPERATOR'S FINAL REPORT - 3256.

FINAL GEOLOGIC & ENGINEERING REPORT
November 22, 1956

Docket No. DMEA 3256
Operator - Glen C, Rathburn
Address - Cane River, N. C.

Contract No. IDM-E 687
Mineral - Mica

Total number of Drifting units under above contract, measured	28 ft.
Total number of Shaft units made and measured to date	50 ft.
Total number of road building units made and measured to date	50 hrs.

OFFICIAL FILE COPY
DMEA
RECEIVED JAN 30 1957

DATE	INITIALS	CODE

Glenn C Rathburn
Operator

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 15 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

EXTRA COPY
DMEA
RECEIVED JAN 28 1957

DATE	INITIALS	CODE
1-29	C	220
		225
January 25, 1957		

Memorandum

To: Jay L. Chambers, Chief
Contract Administration and Audit Division
Defense Minerals Exploration Administration, Washington, D.C.

From: Executive Officer, DMEA Field Team, Region V

Subject: DMEA-3256, Lm-5687 (Mica)
Glenn C. Rathburn, assignee
Fox Mine, Yancey County, North Carolina

Reference is made to my memorandum of January 22, 1957:

This project has been terminated, final report received, and final voucher approved. The Operator claimed 28 feet of drifting, which amount was verified by our field examiners on November 13, 1956. The Operator is not claiming anything for the "limited drift work reported for the interim November 13 to November 22, 1956" mentioned in the November 26 interim report. As the mine is now flooded and inaccessible, and probably will not be accessible before next summer, we are accepting 28 feet as the approved total of drifting. A Report of Review is therefore in order.

Robert A. Laurence

RAL/mg
cc
Operating Committee (3)
Finance Office
Mr. V. J. Lynch
File

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D.C.
ROOM 1017 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

RECEIVED
DEC 13 1956
D.M.E.A.

December 11, 1956

Mr. Glenn C. Rathburn

Cane River, North Carolina

Re: DMEA-3256, Idm-8637 (Mica)
Fox Mine
Yancey County, North Carolina

Dear Mr. Rathburn:

I have received your final voucher and the termination agreement. However, we cannot forward the voucher for payment until we receive your final geologic and engineering report, as required by article 5b of the contract.

Please send us your final report (5 copies) as soon as possible so that we may release the voucher for payment.

Very truly yours,

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

RAL/mg
cc
Lynch
Shirley
Operating Committee(3)
File

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1, POST OFFICE BLDG.
WASHINGTON 25, D.C.
KNOXVILLE 2, TENNESSEE

RECEIVED DEC 13 1956 D.M.E.A.

December 11, 1956

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region V - Knoxville, Tennessee

Subject: Idm-E687, DMEA-3256 (mica) Glenn C. Rathburn, Assignee
Termination Agreement - North Carolina

Transmitted are three signed copies of the subject Termination Agreement. The usual distribution of the other copies has been made by this office.

Robert A. Laurence

Robert A. Laurence

Region V

RECEIVED
JAN 30 1957
D.M.E.A.

P. O. Box 217
January 28, 1957

Memorandum

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

From: Administrative Assistant, Electrotechnical Experiment Station, Region V, Norris, Tennessee

Subject: Monthly reports and vouchers

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

Idm-F687 Glen C. Rathburn
Docket No. DMEA-3256
8th and final payment - month of November '56
Completion Date: 11/23/56
Amount $78.75

Idm-E990 American Zinc Company of Tennessee
Docket No. DMEA-4209
5th payment - month of December '56
Amount $9658.52

Helen R. Miller

Attachments
/hbm
Copies to R. A. Laurence
V. J. Lynch
Norris files
Day files

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

Budget Bureau No. 42-R1036.5

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

PAID ON VOUCHER & SCHEDULE OF PAYMENTS

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of Oct. 15 to Nov. 22, 1956 Docket No. DMEA 3256 Contract No. IDM-E687

Operator's Name Glen C. Rathburn Minerals Mica

Address Cane River, N. C.

Contract Amount, $ Government Participation: % Amount, $

ITEMS OF COSTS	FOR OPERATOR'S USE: Monthly Total	Totals Previously Reported	Totals To Date	FOR GOVERNMENT USE ONLY: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting						
Drifting 3'	105.00	875.00	980.00			
Shaft sinking	-	2500.00	2500.00			
(2) Labor and Supervision:						
Roads	-	500.00	500.00			
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Powder Mag.	ea	25.00	25.00			
Explosives magazine	ea	13.00	13.00			
Tool & Bunk house	ea	125.00	125.00			
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	105.00	3	4143.00	105.00	4038.00	4143.00

RECEIVED JAN 30 1957 D.M.E.A.

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

Date 11/22/56 *Payee Glenn C. Rathburn

Per Title Operator

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing for the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Smith, 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:

$ 78.75

Signature Helen R. Miller (Authorized Certifying Officer)

Date JAN 28 1957 Vou. No.

(See other side)

26.25

(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. E-687 in accordance with the terms of the contract.

Signature W. F. Lynch Title MINING ENGINEER U. S. BUREAU OF MINES Date JAN 25 1957

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert H. Carmichael Title EXECUTIVE OFFICER Date JAN 25 1957

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 872893

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.2

RECEIVED JAN 30 1957 D.M.E.A.

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

Month of Oct. 15 to Nov. 22 1956 Docket No. DMEA 3256 Contract No. Ida 5007

Operator's Name Glen C. Rathburn Minerals Mica

Address Cape River, 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.	105.00	3	980.00	28	35.00	75	35.00
Crosscutting								
Raising								
Shafts	Ft.	-	-	2500.00	50	50.00	50	50.00
Winzes								
Powder Magazine	ea		-	25.00	1	25.00	1	25.00
Exploder Churn	ea		-	13.00	1	13.00	1	13.00
Tool & Blank House	ea		-	125.00	1	125.00	1	125.00
Stripping								
Trenching								
Test Pits								
Roads and Trails	hrs.		-	500.00	50	10.00	50	10.00
TOTAL DISTRIBUTED COSTS		105.00	3	4143.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS								

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 11/22/56 Operator Glenn C. Rathburn

Per Title Operator

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)

REMARKS:

(For Government use only)

V. J. Lynch
MINING ENGINEER
U. S. BUREAU OF MINES

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 872894

[illegible] [illegible] [illegible] Oct. 15, 1956 to
[illegible] 22, 1956

RECEIVED
JAN 30 1957
D.M.E.A.

Oct. 15 - 25 - Rapping water
29 - 31 - Drilled 1 round, jundee, used 165 points powder. Shot round.
Nov. 1 - 3 - Broke time
Nov. 5 - 7 - Bucked out - 1000 lbs. folkgum, 105 lbs. block ice.
Nov. 8 -10 - Drilled 9 holes, used 40 points powder and shot round.
Nov. 12 -14 - Broke time
Nov. 15 -17 - Bucked out - recovered no folkgum, 75 lbs. block ice.
Nov. 19 - Drilled 8 holes, used 37 points powder. Shot round.
Nov. 20 - Broke time
Nov. 21-22 - Bucked out. Recovered no folkgum, 150 lbs. block ice.

Glenn e Rathbun

4

RECEIVED DEC 10 1956

INTERIM REPORT

DMEA-3256, Idm-E687 (mica) FOX MINE

Operator: Charles L. Brown and Glenn C. Rathburn, Burnsville, North Carolina

Location: ½ Mile East of Pigpen Bluff, 4.3 airline miles N45°E of Burnsville, and 3.8 airline miles N18°W of Micaville, Yancey County, North Carolina

Operation of this mine has been discontinued temporarily because of inclement weather. The operator was contacted, however, and he stated that the Field Examiners could not inspect the level work at this time because of water, and that the water would not be pumped again until June 1957. Some limited drift work is reported for the interim November 13 to November 22, 1956, but this cannot be substantiated until access to the workings is provided by the operator.

The Field Examiners recommend termination of this project because it is in the best interests of DMEA not to carry on a project like this indefinitely.

L. E. Shirley

L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

A. R. Taylor & S. C. Bergman
Geologists, U. S. Geological Survey

November 26, 1956

ACTION ON INTERIM 3256
OR FINAL FIELD TEAM REPORT
Date 12-10

Referred to:

1. ~~Mr. Wittendorf~~
2. ~~Mr. Johnson~~
3. Mr. Chambers
4. ~~Docket Control Mails and Files~~
5. ~~Non-Utilities Division~~
6. Docket Control Mails and Files

Note comments in report regarding:

1. Termination recommended
2.
3. What about withholding
4. until footage is verified

and take appropriate action.

- - - - - - - -

Action taken by Division: Docket will not be closed out on the F. Team final report submitted until footage is verified.

Robert E. Adams

Docket Copy
Surname:
Anderson
Houk
Talbert
Selfridge
Johnson
Matthews

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

NOV 23 1956

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

Re: Docket No. DMEA-3256-Mica
Brown and Bathburn
Glenn C. Bathburn, Assignee
Fox Mine
Yancey County, North Carolina
Contract No. Idm-E687

Dear Mr. Laurence:

Reference is made to the Field Team memoranda of November 8 and 14, 1956, recommending termination of the subject contract by mutual agreement.

We have prepared and enclose herewith the original and five copies of a Termination Agreement with effective date as shown for your signature. If it meets with your approval, please sign it in behalf of the Government and present it to the operator for approval and signature.

If any part of this agreement does not have either your approval or that of the operator, and cannot be amended within your delegated authority, then the original and all copies are to be returned to this office, together with the proposed changes for consideration.

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

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (WCA)

Approved:

P. F. Yopes (WCA)
Member, Bureau of Mines

Thor H. Kiilsgaard (WCA)
Member, Geological Survey

Enclosures 6

WCAnderson:gad 11/21/56
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D. C.~~
ROOM 15 POST OFFICE BLDG
KNOXVILLE 2, TENN.

RECEIVED
NOV 16 1956
D.M.E.A.

November 14, 1956

Memorandum

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

From: Executive Officer, DMEA Field Team, Region V

Subject: Docket No. DMEA-3256, Contract Idm-E687 (Mica)
Glenn Rathburn, assignee
Fox Mine, Yancey County, North Carolina

Enclosed are seven copies of the revised Consent to Lien, received in the mail today from Glenn Rathburn. Nothing else accompanied the forms. Please note that one of these signers is not a signer of the original Consent to Lien, and that three of the original signers did not sign the new form.

We have not yet received Mr. Rathburn's written request for a recess and time extension, although he did make such a request orally.

The Field Team's opinion as expressed in our memorandum of November 8 has not changed.

Robert A. Laurence
Robert A. Laurence

Enclosures 7

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator _____
Docket No. DMEA- _____
Contract No. Idm-E _____
Contract Date _____

RECEIVED
NOV 16 1956
D.M.E.A.

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Yancey State of North Carolina, described as follows: 2/ Beginning on a stake located on the property of Charles L. Brown, Alice S. Byrd and W. A. Brown 200 feet S. 36 W. from the center of the excavated shaft known as the Fox Mine and runs through said property N. 54 W. 400 feet to a stake in said property; thence N. 36 E. 600 feet to a stake in said property; thence S. 54 E. 1754 feet to a stake in line and fence of James Riddlee; thence due S. up the hill with said Riddle's old line 746 feet to a stake in the line of said property; thence N. 54 W. 1794 feet to the beginning.

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom, to secure the payment to the Government of a percentage royalty on production as may be provided for by the Contract;

3. Subordinates the undersigned's right, title, claim, or interest in or against the land and in any production therefrom to the rights of the Government under the contract with respect to royalty on production and liens to secure same;

4. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none." Do not leave lines blank.)

NONE

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

2/ 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.

5. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this Agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land, or any production therefrom furnishing the Government with two copies of such notice; and

6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provision: _____ (State "None" or "See Annex No.____")

Dated this _____ day of _____, 195__.

Alvin S. Byrd	[Seal]	Burnsville N.C.	[Address]
Robert F. Brown	[Seal]	Burnsville N.C.	[Address]
Andrew E. Brown	[Seal]	Burnsville N.C.	[Address]
Charles R. Brown	[Seal]	Burnsville N.C.	[Address]
	[Seal]		[Address]
	[Seal]		[Address]

I, _____ certify that I am the _____ _____ (Secretary, etc.) of the corporation named herein; that _____ _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____ [Corporate Seal]

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator _____
Docket No. DMEA- _____
Contract No. Idm-E _____
Contract Date _____

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Yancey, State of North Carolina, described as follows: 2/ Beginning on a stake located on the property of Charles L. Brown, Alice S. Byrd and W. A. Brown 200 feet S. 36 W. from the center of the excavated shaft known as the Fox Mine and runs through said property N. 54 W. 400 feet to a stake in said property; thence N. 36 E. 600 feet to a stake in said property; thence S. 54 E. 1754 feet to a stake in line and fence of James Riddlee; thence due S. up the hill with said Riddle's old line 746 feet to a stake in the line of said property; thence N. 54 W. 1794 feet to the beginning.

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government," in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom, to secure the payment to the Government of a percentage royalty on production as may be provided for by the Contract;

3. Subordinates the undersigned's right, title, claim, or interest in or against the land and in any production therefrom to the rights of the Government under the contract with respect to royalty on production and liens to secure same;

4. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none." Do not leave lines blank.)

NONE

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

2/ 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.

5. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this Agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land, or any production therefrom furnishing the Government with two copies of such notice; and

6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provision: _____ (State "None" or "See Annex No.____")

Dated this _____ day of _____, 195__.

Alice S. Byrd	[Seal]	Burnsville N C	[Address]
Robert J. Grous	[Seal]	Burnsville	[Address]
Andrew E. Brown	[Seal]	Burnsville N.C.	[Address]
Charles L Brown	[Seal]	Burnsville N C	[Address]
	[Seal]		[Address]
	[Seal]		[Address]

I, _____ certify that I am the _____ _____ (Secretary, etc.) of the corporation named herein; that _____ _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____

[Corporate Seal]

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator_____
Docket No. DMEA-_____
Contract No. Idm-E_____
Contract Date_____

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Yancey, State of North Carolina, described as follows: 2/ Beginning on a stake located on the property of Charles L. Brown, Alice S. Byrd and U. A. Brown 200 feet S. 36 W. from the center of the excavated shaft known as the Fox Mine and runs through said property N. 54 W. 400 feet to a stake in said property; thence N. 36 E. 600 feet to a stake in said property; thence S. 54 E. 1754 feet to a stake in line and fence of James Riddles; thence due S. up the hill with said Riddle's old line 746 feet to a stake in the line of said property; thence N. 54 W. 1794 feet to the beginning.

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom, to secure the payment to the Government of a percentage royalty on production as may be provided for by the Contract;

3. Subordinates the undersigned's right, title, claim, or interest in or against the land and in any production therefrom to the rights of the Government under the contract with respect to royalty on production and liens to secure same;

4. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none." Do not leave lines blank.)

NONE

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

2/ 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.

5. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this Agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land, or any production therefrom furnishing the Government with two copies of such notice; and

6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provision: _____ (State "None" or "See Annex No.____")

Dated this _____ day of _____, 195__.

Alex S. Byrd	[Seal]	Asheville N C	[Address]
Robert J. Brown	[Seal]	Burnsville N C	[Address]
Andrew E. Brown	[Seal]	Burnsville N.C.	[Address]
Charles L. Brown	[Seal]	Burnsville N C	[Address]
	[Seal]		[Address]
	[Seal]		[Address]

I, _____ certify that I am the _____ _____ (Secretary, etc.) of the corporation named herein; that _____ _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____

[Corporate Seal]

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA-
Contract No. Idm-E
Contract Date

RECEIVED
NOV 16 1956
D.M.E.A.

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Yancey State of North Carolina, described as follows: 2/ Beginning on a stake located on the property of Charles L. Brown, Alice G. Byrd and W. A. Brown 200 feet S. 36 W. from the center of the excavated shaft known as the Fox Mine and runs through said property N. 54 W. 400 feet to a stake in said property; thence N. 36 E. 600 feet to a stake in said property; thence S. 54 E. 1754 feet to a stake in line and fence of James Riddle; thence due S. up the hill with said Riddle's old line 746 feet to a stake in the line of said property; thence N. 54 W. 1794 feet to the beginning.

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom, to secure the payment to the Government of a percentage royalty on production as may be provided for by the Contract;

3. Subordinates the undersigned's right, title, claim, or interest in or against the land and in any production therefrom to the rights of the Government under the contract with respect to royalty on production and liens to secure same;

4. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none." Do not leave lines blank.)

NONE

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

2/ 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.

5. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this Agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land, or any production therefrom furnishing the Government with two copies of such notice; and

6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provision: _____ (State "None" or "See Annex No.____")

Dated this _____ day of _____, 195__.

Alice S Byrd	[Seal]	Asheville N C	[Address]
Robert F. Brown	[Seal]	Burnsville N C	[Address]
Andrew E. Brown	[Seal]	Burnsville N.C.	[Address]
Charles L Brown	[Seal]	Burnsville N C	[Address]
	[Seal]		[Address]
	[Seal]		[Address]

I, _____ certify that I am the _____ _____ (Secretary, etc.) of the corporation named herein; that _____ _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____

[Corporate Seal]

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator _____
Docket No. DMEA- _____
Contract No. Idm-E _____
Contract Date _____

RECEIVED
NOV 26 1956
D.M.E.A.

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Yancey, State of North Carolina, described as follows: 2/ **Beginning on a stake located on the property of Charles L. Brown, Alice S. Byrd and W. A. Brown 200 feet S. 36 W. from the center of the excavated shaft known as the Fox Mine and runs through said property N. 54 W. 400 feet to a stake in said property; thence N. 36 E. 600 feet to a stake in said property; thence S. 54 E. 1754 feet to a stake in line and fence of James Riddlee; thence due S. up the hill with said Riddle's old line 746 feet to a stake in the line of said property; thence N. 54 W. 1794 feet to the beginning.**

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom, to secure the payment to the Government of a percentage royalty on production as may be provided for by the Contract;

3. Subordinates the undersigned's right, title, claim, or interest in or against the land and in any production therefrom to the rights of the Government under the contract with respect to royalty on production and liens to secure same;

4. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none." Do not leave lines blank.)

NONE

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

2/ 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.

5. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this Agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land, or any production therefrom furnishing the Government with two copies of such notice; and

6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provision: _____ (State "None" or "See Annex No.____")

Dated this _____ day of _____, 195__.

Alice S Byrd	[Seal]	Burnsville N C	[Address]
Robert J. Brown	[Seal]	Burnsville N C	[Address]
Andrew E. Brown	[Seal]	Burnsville N.C.	[Address]
Charles L Brown	[Seal]	Burnsville N C	[Address]
	[Seal]		[Address]
	[Seal]		[Address]

I, _____ certify that I am the _____ _____ (Secretary, etc.) of the corporation named herein; that _____ _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____

[Corporate Seal]

INTERIM REPORT

DMEA-3256, Idm-E687 (mica) FOX MINE

RECEIVED NOV 28 1956 D.M.E.A.

Operator: Charles L. Brown and Glenn C. Rathburn, Burnsville, North Carolina

Location: 1/2 mile East of Pigpen Bluff, 4.3 airline miles N45°E of Burnsville and 3.8 airline miles N18°W of Micaville, Yancey County, North Carolina

Drifting from the shaft bottom continues slowly on this contract. According to the operator drift work, as outlined under the contract, cannot be completed before the time extension runs out. Drift completed to date totals 28 feet.

Material encountered in last 2.5 feet has not changed appreciably. Most of the recent work time has been used in pumping water from the inclined shaft. According to the operator it required 9 days to pump the mine dry. Water was being removed at the time of this visit by bucket.

The Field Examiners are of the opinion that conditions at this mine are not far different from many of the other mines in the area, and that if sufficient labor and equipment had been procured the job would have been completed many months ago. The operator stated that the mine would continue to be worked but no completion date was given. Another visit will be made in the near future.

L. E. Shirley

L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

A. R. Taylor and S. C. Bergman
Geologists, U. S. Geological Survey

November 13, 1956

ACTION ON INTERIM 3256
OR FINAL FIELD TEAM REPORT
Date 26 NOV 1956

Referred to:

1. ~~Mr. Mittendorf~~
2. ~~Mr. Johnson~~
3. Mr. Chambers
4. ~~Docket Control Mails and Files~~
5. ~~Mr. [illegible] Division~~
6. Docket Control Mails and Files

Note comments in report regarding:

1. Watching for probable time extension
2.
3.
4.

and take appropriate action.

- - - - - - - -

Action taken by Division: Termination Agreement sent to Region V for execution on Nov. 23, 1956.

Robert E. Adams

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1, POST OFFICE BLDG.
KNOXVILLE 2, TENNESSEE

WASHINGTON 25, D.C.

RECEIVED NOV 13 1956 D.M.E.A.

November 8, 1956

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V - Knoxville, Tennessee

Subject: DMEA-3256, Idm-E687-Mica. Glenn C. Rathburn, Assignee Burnsville, N.C. Fox Mine, Yancey County, N.C.

Reference is made to the October 30, interim report on the subject exploration project.

Mr. Rathburn was starting to pump out the shaft at the time of the October 30 visit. He was asked how much drift footage he expected to complete by November 22, the completion date of the amended contract. His guess was 15 feet - probably a gross overestimate. He was advised to do as much drifting as possible before that date. Mr. Rathburn orally requested an extension of time, including a 4 1/2 months recess for the winter. He stated that he had finally gotten the owners to sign the Consent to Lien for an extension of the royalty period. He was advised to mail these, along with his written request for a recess and extension, to the Field Team. These have not yet been received.

The Applicant has already had 28 months to do this small job. He does good work when he is working, but he procrastinates. Also the work has been slowed down because he has made a much larger shaft and drift than 5' x 7' required by the contract. Pegmatite exposed to date indicates a workable body of mica and feldspar and certification can be recommended. Therefore, we do not favor granting a recess and extension. If you agree, please prepare a termination agreement, effective November 23, 1956.

V. J. Lynch
V. J. LYNCH
MEMBER, BUREAU OF MINES

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

RECEIVED
NOV 2 1956
D.M.E.A.

INTERIM REPORT

DMEA-3256, Idm-E687 (mica) FOX MINE

Operator: Charles L. Brown and Glenn C. Rathburn, Burnsville, N.C.

Location: 1 1/2 miles E. of Pigpen Bluff, 4.3 airline miles N 45° E of Burnsville, and 3.8 airline miles N 18° W of Micaville, Yancey County, North Carolina

Water standing in the shaft prevented access to the mine. No drift advance is reported by the Operator since the last inspection of September 19, 1956. At that time a total of 25 1/2 feet of drift was measured from the shaft bottom.

Dr. Y. K. Bentor, Director of the Geological Survey of Israel accompanied the Field Examiners on the inspection.

Progress on this contract is and has been extremely slow.

Inspected: October 30, 1956

S. C. Bergman

S. C. Bergman and R. A. Laurence,
Geologists, U. S. Geological Survey

z

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.
ROOM POST OFFICE BLDG.
KNOXVILLE 2, TENN. October 22, 1956

RECEIVED
OCT 24 1956

A

Memorandum

To: Finance Office - DMEA - Region V

From: Executive Officer, DMEA - Region V - Knoxville

subject: Royalty Payment - Idm-E687, DMEZ-3256, Glenn C. Rathburn, Cane River, N.C. Fox Mine, Yancey County, N.C.

Transmitted is a bill-of-sale in the amount of $59.56, and a Money Order in the amountnof $3.07 for 5% royalty. The Operator has been notified of the nine cent over payment which he may deduct from the next royalty payment.

Robert A. Laurence

2M.
cc
Lynch
Mittendorf
Shirley
Files

Copy

RECEIVED
OCT 24 1956

GENERAL SERVICES ADMINISTRATION FINAL SETTLEMENT Mica Purchasing Depot, Spruce Pine, N. C.	Date Purchased 8-21-56 Acceptance No. 185(a) AO-4
Certificate Authorization No. 69A LOT No. 185(A) SP-	VOUCHER No.

	TOTAL Wt. Lb	Lbs-G.S	Lbs-Stained	Lbs-Hy-Stained	Total Value
Processed for Payment	8.09	3.96	3.98	.15	142.98
No Processed Pay't					
THINS					
BLACK Dots Spots Stains					
Undersized					
Process- ~~Gain~~ Loss	.22				
Total Lbs Purchased	8.31				

Less: Initial Payment - Voucher No.		Sch. No.	83.42
Balance Due	Government	Seller X	59.56

Seller's Name: Glenn C. Rathburn

Address: Cane River, North Carolina

NAME OF MINE: Fox

DMEA No. 3256 Idm-E 687

Yancey County, N.C.

Approved

Date:

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1, POST OFFICE BLDG.
KNOXVILLE 2, TENN.

RECEIVED
OCT 10 1956

October 8, 1956

Memorandum

To: Finance Office - Region V - DMEA

From: Executive Officer, DMEA - Region V

Subject: Royalty Payment - Idm-E687, DMEA-3256, Glenn C. Rathburn
Fox Mine, Yancey County, N.C. (mica)

Transmitted is a bill-of-sale for mica sold from the subject mine, and Money Order No.5-36,635,093 in the amount of $7.35 for 5% of the sale (146.75).

Robert A. Laurence

RM.
cc:
Lynch
Mittendorf
Shirley
Files

C O P Y

RECEIVED
OCT 1 0 1956

GENERAL SERVICES ADMINISTRATION WARRANTY, ACCEPTANCE AND INVOICE MICA PURCHASING DEPOT, SPRUCE PINE, N. C.		DATE PURCHASED 9-21-56 ACCEPTANCE No. ....
CERTIFICATE AUTHORIZATION No. EPS-4-69A	LOT No.	VOUCHER No.
RUBY NON-RUBY X	TOTAL LBS. PURHCASED	VALUE - INITIAL PAYMENT
PRELIMINARY PAYMENT	16.38	146.75
GENERAL SERVICES ADMINISTRATION		
By:	NAME OF MINE: FOX	COUNTY - STATE N. C.
	DMEA No. ~~XXXXX~~ 3256	Idm-E 687
	Seller: Glen C. Rathburn Cane River, N.C.	
	Address:	
	Title:	

MF-104 (Rev.)
April 1952)

Budget Bureau No. 42-R1036.5

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

PAID ON VOUCHER & SCHEDULE OF PAYMENTS K-

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of Aug.20-Sept.19, 1956 Docket No. DMEA 3256 RECEIVED Contract No. IDM-E687

Operator's Name Glen C. Rathburn Minerals Mica

Address Cane River, N. C. OCT 22 1956

Contract Amount, $ 5,788.00 Government Participation: 75 % Amount, $ 4341.00

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 10 ft.	350.00	525.00	875.00			
Shaft sinking	-	2500.00	2500.00			
(2) Labor and Supervision:						
~~Labor~~ Roads	-	500.00	500.00			
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
~~xxxx~~Powder Mag.	-	25.00	25.00			
Explosives mag.	-	13.00	13.00			
~~xxx~~ Tool & Bunk Hse.	-	125.00	125.00			
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	350.00		4038.00	350.00	3688.00	4038.00

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

Date 10/6/56 *Payee Glenn C. Rathburn

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:

$ 262.50

Signature Helen R. Miller
(Authorized Certifying Officer)

Date OCT 18 1956 Vou. No. 38
(See other side)

87.50

(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. E687 in accordance with the terms of the contract.

Signature W. Lynch Title Mining Eng. Date 10-15-56

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lawrence Title EXECUTIVE OFFICER DMEA REGION V Date OCT 16 1956

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.

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR

RECEIVED
OCT 22 1956

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of Aug.20-Sept.19 1956 Docket No. DMEA 3256 Contract No. Dm.E-687

Operator's Name Glen C. Rathburn Minerals Mica

Address Cane River, N. C.

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Drifting	ft.	350.00	10	875.00	~~10~~ 25	35.00	75	35.00
Crosscutting								
Raising								
Shafts	ft.	-	-	2500.00	50	50.00	50	50.00
Winzes								
Powder Mag.	ea	-	-	25.00	1	25.00	1	25.00
Explosive Magazine	ea	-	-	13.00	1	13.00	1	13.00
Tool & Junk Use.	ea	-	-	125.00	1	125.00	1	125.00
Stripping								
Trenching								
Test Pits								
Roads and Trails	lin.	-	-	500.00	50	10.00	50	10.00
TOTAL DISTRIBUTED COSTS		350.00	10	4038.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS								

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 10/6/56 Operator Glenn C. Rathburn

Per _____ Title Operator

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.

REMARKS:

(Instructions on reverse)

(For Government use only)

W. J. Lynch
Bureau of Mines
10-15-56

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 872894

PROGRESS REPORT FROM AUGUST 20, 1956 to
SEPTEMBER 19, 1956

RECEIVED
OCT 22 1956

August 20 - Drifting - drilled 1 round, 22 holes
21 - Shot 1 round, used 75 joints powder
22 - Smoke time
23 - " "
24 - Mucked out - no feldspar, 30 lbs. block mica
25 - " "

27 - Drilled 1 round, 22 holes
28 - Shot 1 round, used 75 joints powder
29 - Smoke time
30 - Smoke time
31 - Mucked out - no feldspar, 40 lbs block mica

Sept. 3 - Drilled 1 4-ft round.
4 - Shot - used 50 joints powder
5 - Smoke time
6 - Smoke time
7 - Mucked
8 - Mucked out - no feldspar, 20 lbs. mica.

TOTAL ADVANCE 10'

Glenn C Rathburn Opr.

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

September 24, 1956

RECEIVED
SEP 30 1956

Mr. Glenn C. Rathburn

Cane River, North Carolina

Re: DMEA-3256, Idm-E687-Mica
Fox Mine, Yancey County, N.C.

Dear Mr. Rathburn:

Reference is made to your letter of September 21, in which you state that you believe that an error was made in the amount of the check that you received.

Your figure of $1,000 as the total cost of the shaft sinking and drifting claimed is correct. According to the contract the Government agreed to apy 75 percent of the cost of the work done. Seventy-five percent of $1,000 is $750.00, the amount of the check which you received.

If this still is not clear to you, the Field Examiners will clarify it, if you so request on their next visit to your project.

Very truly yours,

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

WAR/am
cc: Opr. Comm.- Lynch, Finance Office - File

Print To Fisher

RECEIVED
SEP 28 1956

INTERIM REPORT

DMEA-3256, Idm-E687 (mica) FOX MINE

Operator: Charles L. Brown and Glenn C. Rathburn, Burnsville, North Carolina
Location: 1-1/2 mile E of Pigpen Bluff, 4.3 airline miles N45°E of Burnsville, and 3.8 airline miles N18°W of Micaville, Yancey County, North Carolina

Drifting continues on this contract and now totals 25.5 feet. Drift headings are being driven simultaneously in both directions from the shaft bottom with greater progress on the northwest end. Continuation of rolls on the hanging wall in the drift areas are still apparent with plunge to the southeast. Material encountered is unweathered and is composed of considerable small quartz, feldspar, accessory tourmaline and scattered medium to large size blocks of muscovite mica, particularly observable in the roof of the southeast drift. No estimate on recent production could be extracted from the operator. ✓ ?

The operator advised the Field Examiners during this visit that mining would be halted temporarily until crops could be harvested. He was asked to advise the Executive Officer by mail and also the Examiners at a specified location in Burnsville, North Carolina, the date work would resume.

Note:
Operator has been paying royalty. Last payment was 9/5/56. Apparently only payments have been made on feldspar on while 5% rate has been used instead of 1½% rate. Also allowables deductions have not been taken. Matter will be checked on next field trip.
C.E.F. 10/1/56

Mr. Milford L. Skow, Commodity-Industry Analyst, Branch of Ceramics and Fertilizer Materials, Washington, D. C., accompanied the Examiners on this visit to the mine.

L. E. Shirley

L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

A. R. Taylor, Geologist
U. S. Geological Survey

S. C. Bergman, Geologist
U. S. Geological Survey

September 17, 1956

RECEIVED
SEP - 7 1956

September 5, 1956

Memorandum

To: Helen Miller - Region V - Norris, Tennessee

From: Executive Officer, DMEA - Region V - Knoxville, Tennessee

Subject: Royalty Payment- Idm-E687, DMEA-3256, Glenn C. Rathburn.
Fox Mine, Yancey County, N. C.

Attached is a transmittal letter and a money order in the amount of $8.60 for $172.03 worth of mica sold from the subject mine.

Robert A. Laurence

ZH
cc:
Mittendorf
Lynch
Files
Shirley

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

RECEIVED
SEP - 6 1956

September 4, 1956

Memorandum

To: Helen Miller - (Finance Office) Morris - Region V

From: Executive Officer, DMEA - Region V - Knoxville, Tennessee

Subject: Royalty Payments

Transmitted are bills-of-sale and royalty checks on the following:

Idm	Docket No.	Amt. of Sales	Amount of Royalty	
E-886	DMEA-3945	$1,225.02	$61.25	
E-814	DMEA-3740	209.08	10.45	
E-687	DMEA-3256	317.46	15.86	Money Order
E-626	DMEA-3133	456.65	(22.83	Ck No.132
E-626	DMEA-3133	852.45	(41.62	Ck No.133
E-626	DMEA-3133	885.24	(44.26	Ck No.134
~~E-882~~	~~DMEA-3924~~	~~$2647.09~~	(~~27.57~~	~~Ck No.161~~
			(~~7.34~~	~~Ck No.156~~
			(~~47.82~~	~~Ck No.158~~

Robert A. Laurence

ZM
cc:
Mittendorf
Lynch
Files

copy

RECEIVED
SEP - 6 1956

GENERAL SERVICES ADMINISTRATION WARRANTY, ACCEPTANCE AND INVOICE MICA PURCHASING DEPOT, SPRUCE PINE, N. C.		DATE PURCHASED 8-13-56 ACCEPTANCE No.
CERTIFICATE AUTHORIZATION No. 69A	LOT No. ✓	VOUCHER No. ✓
RUBY NON-RUBY X	TOTAL LBS. PURHCASED	VALUE - INITIAL PAYMENT
PRELIMINARY PAYMENT	13.31	161.02
GENERAL SERVICES ADMINISTRATION		
By: Ed Burleson Buyer	NAME OF MINE: Fox	COUNTY - STATE N.C
	DMEA No. 3256	Idm-E 687
	Seller: Glenn C. Rathburn	
	Address: Cane River, N.C	
	Title: Owner	

1-27-56 Sold to Farnam Mfg. Co.
276 lbs. punch @ 10¢/lb 27.60

Total 188.62

Copy

RECEIVED
SEP - 3 1956

GENERAL SERVICES ADMINISTRATION WARRANTY, ACCEPTANCE AND INVOICE MICA PURCHASING DEPOT, SPRUCE PINE, N. C.		DATE PURCHASED 8-2-56 ACCEPTANCE No. ✓
CERTIFICATE AUTHORIZATION No. EPS-4-69A	LOT No. ✓	VOUCHER No.
RUBY NON-RUBY X	TOTAL LBS. PURHCASED	VALUE - INITIAL PAYMENT
PRELIMINARY PAYMENT	18.43	$183.84
GENERAL SERVICES ADMINISTRATION	Less White Oak Mica 55.00 $128.84	
By: Raleigh Young Buyer	NAME OF MINE: White Oak and Fox Mine COUNTY - STATE N.C	
	DMEA No. 3256 Idm-E 687	
	Seller: Glenn C. Rathburn	
	Address: Burnsville, N.C	
	Title: Owner	

RECEIVED
SEP 12 1956

INTERIM REPORT

DMEA-3256, Idm-E687 (mica) FOX MINE

Operator: C. L. Brown and G. C. Rathburn, Burnsville, N.C.

Location: 1 1/2 miles E of Pigpen Bluff, 4.3 airline miles N. 45° E of Burnsville, and 3.8 airline miles N. 18° W of Micaville, Yancey County, N.C.

This mine was not visited. The Operator left word for the examiners that he was progressing satisfactorily, and that his last shot had torn out his manway near the bottom of the shaft.

September 3, 1956

A. R. Taylor and S. C. Bergman
Geologists, Geological Survey

z

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

Budget Bureau No. 42-R1036.5

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of [illegible] 7, 1956 Docket No. DMEA [illegible] RECEIVED Contract No. [illegible]
Operator's Name [illegible] Minerals [illegible]
Address [illegible] SEP 19 1956
Contract Amount, $ Government Participation: % Amount, $

ITEMS OF COSTS	FOR OPERATOR'S USE: Monthly Total	Totals Previously Reported	Totals To Date	FOR GOVERNMENT USE ONLY: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting						
Drifting				525.00	—	525.00
[illegible]	2037.50	463.00	3062.50	475.00	2,025.00	2,500.00
(2) Labor and Supervision:						
Labor	—	500.00	500.00		500.00	500.00
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber	—	125.00	125.00		125.00	125.00
Explosives		13.00	13.00		13.00	13.00
Pipe		25.00	25.00		25.00	25.00
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	1037.50	3188.00	4225.50	1,000.00	2,688.00	3,688.00

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

Date [illegible] *Payee [illegible]

Per Title [illegible]

*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:

$750.00

Signature [illegible]
(Authorized Certifying Officer)

Date SEP 14 1956 Vou. No. [illegible]
(See other side)

250.00

(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. E 687 in accordance with the terms of the contract.

Signature S. C. Bergman Title Geologist, USGS Date 8/30/56

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE: Alternate ACTING EXECUTIVE OFFICER

Signature W. T. Beck Title DMEA REGION V Date SEP 6 1956

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.

Form MF-10[illegible]
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

RECEIVED
SEP 19 1956

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of [illegible] 7 195[illegible] Docket No. DMEA [illegible] Contract No. [illegible]
Operator's Name [illegible] Minerals [illegible]
Address [illegible]

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	[illegible]	[illegible]	[illegible]	[illegible]	35	[illegible]		[illegible]
Crosscutting								
Raising								
Shafts	[illegible]	[illegible]	[illegible]	3000.00	60	[illegible]		[illegible]
Winzes								
Drilling: Core								
Churn	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Auger	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Stripping	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Trenching								
Test Pits								
Roads and Trails	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
TOTAL DISTRIBUTED COSTS		[illegible]	[illegible]	[illegible]				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		[illegible]	[illegible]	[illegible]				

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 [illegible] Operator Glenn C. Pathorn

Per [illegible] Title [illegible]

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.

REMARKS:

(Instructions on reverse)

(For Government use only)

- Total "units to date" should be 50 ft. of shaft instead of 60 feet.
- Drift units should be @ 35.00/ft. instead of 37.50
- Drift "cost this month" & "cost to date" should be 525.00 instead of 562.50

S. C. Bergman - Geologist USGS
8/30/56

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 872894

[illegible] July 7, 1936 to [illegible] 31, 1936

REC

SEP

July 9 - Pumped water.
16 - Drilled and shot 150 ft. holes, used 75 joints powder
19 - Pucked out - 2 tons foldiper and 250 lbs. black [illegible]
23 - Drilled 150 ft. holes and used 75 joints powder
26 - Pucked out - 1 ton foldiper and 450 lbs. black [illegible]
30 - 31 drilled

Aug. 1 Shot 150 ft. holes and used 75 joints powder
3-4 Pucked out - no foldiper - 500 lbs. black [illegible]
6-7 Drilled and shot 1 round, 22 holes, in the drift
8-9 Pucked out - no foldiper, 250 lbs. black [illegible]
13 Drilled one 6 ft. round
14 Finished drilling and shot. Pucked out - no foldiper 250 lbs. black [illegible]
16 Drilled 4 ft. round, used 60 joints powder
17 Shot and pucked out. No foldiper, 150 lbs. black [illegible]

By: Glenn C. R[illegible]
Glen C. Rathbur[illegible]

RECEIVED
SEP 10 1956

September 7, 1956

Mr. Glenn C. Rathburn

Cane River, North Carolina

Re: DMEA-3256 (mica) Fox Mine
Idm-5687-Yancey County, N.C.

Dear Mr. Rathburn:

Your Operator's Monthly Report and Voucher for July 9 to August 17 is being sent to the Finance Office for payment with a deletion of $37.50. The contract calls for drifting at $35.00 per foot and you charged $37.50 per foot for the 15 feet of drift driven.

On December 23, 1955, Mr. L. E. Shirley wrote you about numerous changes in your voucher and sent you a corrected copy of each form. You did not follow his instructions in making out this voucher. Sample copies of the corrected forms are enclosed. Please follow this form in making out your next voucher.

Very truly yours,

Wm. A. Beck, Alternate Acting
Executive Officer, DMEA-Region V

WAB/zm
cc:
Finance -3
Lynch
Shirley
Files

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

DOCKET COPY
Surname:
Anderson
Houk Selfridge.
Johnson

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

AUG 1 0 1956

Re: Docket No. DMEA-3256-mica
Brown and Rathburn
Glenn C. Rathburn, Assignee
Fox Mine
Yancey County, North Carolina
Contract No. Idm-E687

Dear Mr. Laurence:

Reference is made to your memorandum of August 24, 1956, advising that the landowners who have signed a Consent to Lien for twelve years on the July, 1954 form, have refused to sign a Consent to Lien on the form which now is MF-205, June, 1956.

Ordinarily, we prefer to have executions of Consents to Lien made on the current form. Your memorandum indicates, however, that the operator will probably complete the work on or before November 22, 1956. In this instance, therefore, we shall accept the twelve year Consent to Lien on the form signed by the landowners. Please distribute these signed copies in the usual manner.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (2/5)

Approved:

Frank D. Lamb (2/8)
Member, Bureau of Mines

W. P. Williams (2/8)
Member, Geological Survey

WCAnderson:ms 8/28/56
Copy to: Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Admr. R. File

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 2156 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

August 24, 1956

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V - Knoxville, Tennessee

Subject: DMEA-3256, Idm-E687 (mica) Glem C. Rathburn, Assignee
Fox Mine, Yancey County, N.C.

Reference is made to your letter of August 2.

The Operator told us that the land owners have refushed to sign a new Consent to Lien. They say they have already signed two and will not sign any more.

The Operator has recently completed the shaft and 15 feet of drift, and is recovering some good mica. If this keeps up, the Operator may complete the job within the time specified by Amendment No. 4.

Robert A. Laurence

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

Wm A Beck

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

RECEIVED
AUG 13 1956

INTERIM REPORT

DMEA-3256, Idm-e687 (Mica) FOX MINE

OPERATOR: Charles L. Brown and Glenn C. Rathburn, Burnsville, N.C.

LOCATION: 1 1/2 mile E of Pigpen Bluff, 4.3 airline miles N 45° E of Burnsville, and 3.8 airline miles N 18° W of Micaville, Yancey County, N.C.

Inclined shaft sinking has resumed and now totals 41-feet of work under the contract. Pegmatite near the bottom is 4 to 6 feet thick and contains more muscovite than at higher levels.

About 1000 lbs. of mine-run block mica has been recovered from recent work. It is of excellent quality and yields 5 to 6% trimmed sheet.

Progress on this contract has been very slow; largely, because of poor management and inefficient mining methods.

Inspected: August 6, 1956

S.C. Bergman, Geologist
Geological Survey

D. H. Amos, Geologist
Geological Survey

z

CW

DOCKET COPY
Surname:
Anderson
Houk
Martin
Fehrmann
Mottesberg

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

AUG - 2 1956

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

Re: Docket No. DMEA-3256-mica
Brown and Rathburn
Glen C. Rathburn, Assignee
Fox Mine
Yancey County, North Carolina
Contract No. Idm-8687

Dear Mr. Laurence:

Reference is made to your memorandum of July 24, 1956, enclosing six copies of a Consent to Lien(revised July 1, 1954).

We are returning these copies of the Consent to Lien as they are not up-to-date. Form MF-203(revised March 24, 1955) should have been used. Since the issuance of this form, a new form, MF-205 (combines and supersedes MF-201 and MF-203, June, 1956) has been issued, seven copies of which are enclosed. Please have these signed by the lessors with addresses as provided for in the form. Also, please have the operator verify the information in paragraph #4 of the form. Copies of these signed documents are to be distributed in the usual manner.

Sincerely yours,

W. S. Martin (sf)
ACTING Chairman, Operating Committee

Approved:

7s/ Robert W. Geehan (sf)
Member, Bureau of Mines

N. E. Nelson (sf)
Member, Geological Survey

Enclosures: 13

WCAnderson:ms 7/30/56
Copy to: Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Anderson
Admr. R. File

R.C.L.

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

August 24, 1956

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V - Knoxville, Tennessee

Subject: DMEA-3256, Idm-E687 (mica) Glem C. Rathburn, Assignee
Fox Mine, Yancey County, N.C.

Reference is made to your letter of August 2.

The Operator told us that the land owners have refushed to sign a new Consent to Lien. They say they have already signed two and will not sign any more.

The Operator has recently completed the shaft and 15 feet of drift, and is recovering some good mica. If this keeps up, the Operator may complete the job within the time specified by Amendment No. 4.

Robert A. Laurence

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

Wm A Beck

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

RECEIVED
SEP - 3 1956

INTERIM REPORT

DMEA-3256, Idm-1687 (mica) FOX MINE

Operator: Charles L. Brown and Glenn C. Rathburn, Burnsville, N. C.

Location: 1½ mile E of Pigpen Bluff, 4.3 airline miles N 45° E of Burnsville, and 3.8 airline miles N 18° W of Micaville, Yancey County, N. C.

Inclined shaft sinking has been completed on this contract and a total of 15 feet of drift has been driven. The shaft is now 70 feet deep along the incline which includes 20 feet of work done prior to the contract. Drifts were turned off at the 64-foot level both northwest and southeast along the strike of the pegmatite. Considerable water necessitated leaving a 6-foot sump. Most of the drift work done to date has been confined to the northwest.

Considerable mica of good quality has been recovered from recent work. It tends to be concentrated along the hanging wall of the pegmatite.

Recent progress on this contract is good.

Inspected: August 20, 1956

S. C. Bergman and D. H. Amos, Geologists
U. S. Geological Survey

RECEIVED
AUG 13 1956

INTERIM REPORT

DMEA-3256, Idm-e687 (Mica) FOX MINE

OPERATOR: Charles L. Brown and Glenn C. Rathburn, Burnsville, N.C.

LOCATION: 1 1/2 mile E of Pigpen Bluff, 4.3 airline miles N 45° E of Burnsville, and 3.8 airline miles N 18° W of Micaville, Yancey County, N.C.

Inclined shaft sinking has resumed and now totals 41-feet of work under the contract. Pegmatite near the bottom is 4 to 6 feet thick and contains more muscovite than at higher levels.

About 1000 lbs. of mine-run block mica has been recovered from recent work. It is of excellent quality and yields 5 to 6% trimmed sheet.

Progress on this contract has been very slow; largely, because of poor management and inefficient mining methods.

Inspected: August 6, 1956

S.C. Bergman, Geologist
Geological Survey

D. H. Amos, Geologist
Geological Survey

z

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

July 24, 1956

RECEIVED
JUL 26 1956

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Amendment No.4, Idm-E687, DMEA-3256, Glenn C. Rathburn, Assignee

Transmitted are three signed copies of the subject amendment. The usual distribution of the other copies has been made by this office.

Also attached are six copies of a new Consent to Lien as requested in your letter of June 18, 1956.

Robert A. Laurence

Robert A. Laurence

DOCKET COPY
Surname:
Anderson
Houk
Talbert
Martin
Johnson
Whitesdorf

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

JUN 18 1956

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

Re: Docket No. DMEA-3256-mica
Brown and Rathburn
Glen C. Rathburn, Assignee
Fox Mine
Yancey County, North Carolina
Contract No. Idm-E687

Dear Mr. Laurence:

Reference is made to your memorandum of May 29, 1956, requesting an amendment to the subject contract extending the completion date from July 22, 1956, to November 22, 1956.

Pursuant to your request, we have prepared and enclose the original and five copies of Amendment No. 4 for your signature. The amendment extends the period for royalty payments and lien from 11 years, as provided in Amendment No. 1, to 12 years from the date of the contract. As suggested by our legal division, we are requesting that the execution of the amendment be subject to the obtaining of a Consent to Lien on the new forms, MF-203(Revised March 24, 1955). Note enclosed copy of Legal's memorandum. If the amendment meets with your approval, please sign it in behalf of the Government and present it to the operator for approval and signature.

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

Approved:

/s/ Robert W. Geehan (HB)
Member, Bureau of Mines

Thor H. Kiilsgaard (HB)
Member, Geological Survey

Sincerely yours,

W. S. Martin (HB)
ACTING Chairman, Operating Committee

Enclosures:9

WCANDERSON:ms 6/13/56
Copy to: Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Anderson
Admr. R. File

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

JUN 8 1956

Memorandum

To: The Administrator, DMEA
Attention: Chief, Nonmetallic Minerals Division

From: Associate Solicitor, Division of Mineral Resources

Subject: Docket No. DMEA-1255, Glenn C. Rathburn, Contract No. I-dm-2687 (mica)

Pursuant to your request, we have prepared the attached Amendment No. 4.

Amendment No. 4 extends the royalty period to 12 years. We note that the consent to lien in the file covers only 10 years, no extension thereof having been obtained when Amendment No. 1 extended the royalty period to 11 years.

It is therefore suggested that a new Consent to Lien be obtained extending the royalty period to 12 years.

Robert P. Dwyer

Attachment

PIndritz/emd

Copy to: Solicitor's Docket (2)
DMEA Docket
L. G. Houk
P. Indritz
R. P. Dwyer
chron.

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

RECEIVED
MAY 3 1 1956

May 29, 1956

Memorandum

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

From: DMEA Field Team, Region V - Knoxville, Tennessee

Subject: DMEA-3256, Idm-E687 (mica) Glen C. Rathburn, Burnsville, North Carolina. Fox Mine, Yancey County, N. C.

Mr. Rathburn has submitted the enclosed letter from a physician in Burnsville, N. C., in support of his request for an extension beyond the 2-year period, which expires July 22, 1956. As stated in our memorandum of April 24, we agree with his request and recommend approval of an amendment extending the date for completion to November 22, 1956. The Field Examiners visited Mr. Rathburn recently, and report that he is making arrangements for someone to work with him at the Fox Mine.

Robert A. Laurence
Robert A. Laurence
Executive Officer, Region V

V. J. Lynch
V. J. Lynch, Member
Bureau of Mines

WINSTON A. Y. SARGENT, M. D.
OFFICE PHONE 176 YANCEY HOSPITAL HOME PHONE 218
BURNSVILLE, N. C.

May 26, 1956

RECEIVED
MAY 3 1 1956

Mr. Robert R. Lawrence
Room 13, Post Office Building
Knoxville 2, Tennessee

Re: Mr. Glenn Rathburn
Rt. 1
Burnsville, North Carolina

Dear Mr. Lawrence:

This is to certify that the above captioned person, operator-contractor #687 of Fox Mine, Brushy Creek, Yancey County, was taken violently ill on March 31, 1956. He was hospitalized and operated upon for a ruptured peptic (stomach) ulcer, and he will not be able to return to work until June 1, 1956. The man hereby asks for a reasonable extension of time to complete contracts.

Very sincerely yours,

W. A. Y. Sargent, M. D.

WAYS:lm

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

RECEIVED
APR 23 1956

April 24, 1956

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region V - Knoxville

Subject: DMEA-3256, Idm-E687 (mica) Glenn C. Rathburn, Cane River, N. C.
Foc Mine, Yancey County, N. C.

Enclosed are the original and two copies of a letter from the Operator's wife, explaining current delays on the Fox Mine exploration.

Obviously, we cannot expect Mr. Rathburn to resume work at the job until physically able. Because of long, mostly unnecessary delays during the past year, it is now doubtful if the Operator will be able to complete the project within the 2-year period, which ends July 20, 1956.

Our Field Examiners plan to see Mr. Rathburn this week, to discuss what can be done about completing the job, as requested by Mrs. Rathburn. We will report further, upon their return.

Robert A. Laurence
Robert A. Laurence

RECEIVED
APR 23 1956

Southeastern Mining & Development Co., Inc.

~~BURNSVILLE,~~ NORTH CAROLINA

Cane River North Carolina
April 19, 1956

APR 26 1956

Mr. V. J. Lynch, acting
Executive officer, DMEA
Field Team, Region V.

DMEA-3256-Idaho.687
Fox Mine

Dear Sir;

In regarded to your letter of april 13 1956 to Mr. Glenn C. Rathburn on april 30, My husband under went an emergency operation for erupted stomach ulcer. at the present Mr Rathburn is home ~~recuperation~~ recuperate with the blessing of God he will be able to ~~return~~ to his mines in one month. I would appreciate if you will send the Engineers by Mr Rathburns home to discuss his business of operations of this mine. Please notify him by return mail when the Engineers will come.

Thank you for your kindness

Respectfully
Mrs Glenn C. Rathburn

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D.C.
ROOM 131 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

April 24, 1956

RECEIVED
APR 26 1956

Mrs. Glenn C. Rathburn

Cane River, North Carolina

Dear Mrs. Rathburn:

I am indeed sorry to learn of Mr. Rathburn's illness and emergency operation, I hope that he will soon recover his health and strength.

Our field men have been asked to call on Mr. Rathburn, and probably have done so by now. I am sure that we can make an arrangement about completing the work after Mr. Rathburn is fully recovered and able to do so.

Sincerely yours,

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

RAL/am
cc:
Lynch
Opr. Com-3
Shirley
Files

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

RECEIVED
APR 18 1956

April 17, 1956

Mr. Glen C. Rathburn

Cane River, North Carolina

Re: DMEA-3256, Idm-687-Mica
Fox Mine, Yancey County, N.C.

Dear Mr. Rathburn:

We wish to call your attention to the status of the above subject contract which you have with DMEA.

This contract expires July 20, 1956, leaving you approximately 3 months to complete all the work called for in the contract. No further time amendments to complete the work can be authorized. There remains 9 1/2 feet of shaft and 75 feet of drifts or crosscuts to be completed. We therefore urge you to start work again as soon as possible so that you may complete the work before the expiration of the contract.

Please advise us when you intend to start work.

Very truly yours,

V. J. Lynch, Acting
Executive Officer, DMEA
Field Team, Region V

MAL/nm
cc:
Lynch
Opr. Com-2
Shirley
Files

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

February 23, 1956

Memorandum

To: Miss Curtin, Statistics and Control Division, DMEA

From: Hazel Berry, Operating Committee, DMEA
by ESF

Subject: Amendment to Contract

Attached is the following docket copy of an amendment to a contract which has been reviewed and approved by the Commodity Division, Contract Administration and Audit Division, and the Legal Division. The official docket is also attached.

Brown and Rathburn, DMEA-3256, Idm-E687, Amendment No. 3.

Attachment-1

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

February 15, 1956

FEB 21 1956

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Amendment No. 3 - Docket No. DMEA-3256-Mica
Brown and Rathburn
Fox Mine
Yancey County, North Carolina
Contract No. Idm-E687

The Nonmetallic Minerals Division concurs in Amendment No. 3 to the subject contract as written and executed in the field. This amendment extends the completion date from February 15, 1956, as provided in Amendment No. 2, to July 22, 1956.

This amendment is necessary since the Operator cannot finish the project by February 15, 1956. It is in the Government's interest to complete the work as provided in the contract. Progress has been slow. This is a six-month job. Date of the contract is July 22, 1954.

Walter C. Anderson

Walter C. Anderson
Nonmetallic Minerals Division

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

RECEIVED
FEB - 2 1956

January 31, 1956

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region V - Knoxville

Subject: Idm-E687, DMEA-3256, Glenn C. Rathburn, Assignee. Amendment No. 3.

Transmitted are three signed copies of the subject Amendment, signed by Mr. Rathburn. The usual distribution of the other copies has been made.

Robert A. Laurence

Robert A. Laurence

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

RECEIVED
JAN 30 1956

January 27, 1956

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V - Knoxville, Tennessee

Subject: DMEA-3256, Idm-E687 (mica) Glen C. Rathburn, Assignee
Fox Mine, Yancey County, N. C.

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

We have sent the Operator an amendment extending time for completion, as he cannot finish by February 15, but we declined to give him another recess to drive the drain tunnel which he did not do during last winter's recess. We also advised him that no time extensions, after this one, can be approved by the Field Team as the two-year period will be up at that time. Should be referred to Washington

Robert A. Laurence

Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION V

V. J. Lynch

V. J. Lynch, Member
Bureau of Mines

RECEIVED
JAN 30 1956

INTERIM REPORT

DMEA-3256, Idm-E687(mica) FOX MINE

OPERATOR: Charles L. Brown and Glenn C. Rathburn, Burnsville, N. C.

LOCATION: 1/2 mile east of Pigpen Bluff, 4.3 airline miles N45°E of Burnsville, and 3.8 airline miles N18°W of Micaville, Yancey County, North Carolina

Inclined shaft sinking is still in progress on this contract, but only sporadic work has been accomplished since December 1, 1955, due to extreme winter weather. No one was present at the mine during this inspection, and measurements could not be made because of water and ice conditions in the shaft. The shaft contained about 25 feet of water. The Operator has requested another time extension, in a recent letter, to continue driving an old adit that will intersect the pegmatite at a depth of 30 to 50 feet below the present shaft collar. The Operator will conduct this work at his own expense and maintains that the extension of this adit will provide better ventilation to the working area, and will expedite water removal from the shaft. Progress on this contract has been slow.

L. E. Shirley

L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

S. C. Bergman

S. C. Bergman and A. R. Taylor, Geologists
U. S. Geological Survey

January 16, 1956

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

RECEIVED
JAN 26 1956

January 24, 1956

Mr. Glen C. Rathburn

Cane River, North Carolina

Re: DMEA-3256, Idm-E687 (mica)(Feldspar)
Fox Mine, Yancey County, N. C.

Dear Mr. Rathburn:

As requested in your letter of January 8, we are providing for an extension of time on your contract until July 22, 1956. This is all the time we can allow, being two years from the date of the contract, so the work must be completed by that date. No extension can be given beyond that date.

Please sign all six copies of the amendment, which are enclosed, and return all copies to me except the Operator's copy.

Please leave word for Mr. Shirley at the Burnsville Milling Company if work is going on next week. They will be in Burnsville on Monday January 30, but will not visit the Fox Mine unless an appreciable amount of work has been done since their last visit.

Very truly yours,

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

RAL/mm
cc:
Lynch
Shirley
Files
Opr. Com.-2

Southeastern Mining & Development Co., Inc.

BURNSVILLE, NORTH CAROLINA

Carl Hines 1-2-56

RECEIVED JAN 26 1956

Mr Leon A Lawson
Room 13 Natl Life Bldg
Knoxville Tenn 2
Tenn

RECEIVED
JAN 11 1956
U.S. Geological Survey
Geologic Division
Knoxville, Tenn.

Dear Sir

In reply to Mr Shirley request to leave a message at Burnsville Mining Company about conditions at the Mine due to extreme weather conditions I had to discontinue sinking and mining on contract as I have a water and diversion tunnel to cut down 50 FT lifting head on the water pumping also to bring trucks ventilation at shaft bottom as this has a very critical propose in the future operation of the mine this tunnel has a total length of 204 FT

reclaiming and timbering and drilling as I once on that work have 90 FTT done for so i will have the matter up to you all to set up an extension on my contract until is up October 2 — 56

Yours Hines

Mr Hines

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

RECEIVED
JAN 13 1956

January 11, 1956

Memorandum

To: Helen Miller, Ass't Administrative Officer-Region V

From: Acting Executive Officer, DMEA - Region V

Subject: Royalty payment - Idm-2687, DMEA-3256, (mica-feldspar) Glen C. Rathburn.

Transmitted are bills-of-sale for mica and feldspar sold from the subject mine, and a royalty money order for $5.08 to be credited to the account.

V. J. Lynch

HM,
cc:
Lynch
Rittenderf
Shirley
Files

COPY

RECEIVED
JAN 13 1956

GENERAL SERVICES ADMINISTRATION, REGION IV
MICA PURCHASE DEPOT, Spruce Pine, N. C.

Authorization No. none given Acceptance No. none given Date: none given

Seller: **Glenn C. Rathburn. Cane River, N. C.**

Mine: **Fox**
Yancey County, N. C.

DMEA No. 3256, Idm-E687

Quality of Mica	HALF TRIM			FULL TRIM		
	Pounds	Price/Lb.	Amount	Pounds	Price/Lb.	Amount
Good Stained & Better Grades No. 3 & larger					$70.00	
No. 4 and 5				1.00	$40.00	40.00
No. 5½ and 6				3.11	$15.00	46.65
Stained No.3 and larger		$12.00			$18.00	
No. 4 and 5		$ 5.00		.18	$ ~~8.00~~	1.15
No. 5½ and 6		$ 3.00		1.46	$ ~~5.00~~	5.84
Heavy Stained No. 3 & larger		$ 8.00			$13.00	
No. 4 and 5		$ 4.00			$ 6.00	
No. 5½ and 6		$ 2.00			$ 3.00	
LOT TOTALS		//////		5.75	//////	
TOTAL		/////			/////	93.64

Royalty on mica ----------$4.68

12-14-55. Sold Feldspar to Lee Robinson-

$29.32 --- Royalty paid -------- .40
Money Order..... $5.08

P. O. Box 217
December 23, 1955

Memorandum

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

From: Administrative Assistant, Electrotechnical Experiment Station, Norris, Tennessee

Subject: Monthly report and voucher

We are enclosing two copies of the following monthly report and voucher:

Idm-E-687 Glen C. Rathburn
Docket No. DMFA-3256
5th payment - Period 9/10-12/10/55
Amount $168.75

Helen R. Miller

Attachments
/hbm
Copies to R. A. Laurence
W. J. Lynch
Norris files
Day files

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

Budget Bureau No. 42-R1036.5

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of 9/10-12/10, 1955 Docket No. DMEA 3256 DEC 27 1955 Contract No. IDM-E687

Operator's Name Olen C. Rathburn Minerals Mica

Address Cane River, N. C.

Contract Amount, $ 5820.00 Government Participation: 75 % Amount, $

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent / Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting						
Drifting incline	225.00	2300.00	3025.00.00	225.00	1800.00	2025.00
Roads & Trails		500.00			500.00	500.00
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Bunk Hse. & Tool shed		125.00			125.00	125.00
Explosives mag.		13.00			13.00	13.00
~~xp~~ powder mag.		25.00			25.00	25.00
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	225.00		3180.00	225.00	2463.00	2688.00

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

Date 12/10/55 *Payee Olen C. Rathburn

Per _____ Title operator

*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:

$ 168.75

Signature Helen R. Miller
(Authorized Certifying Officer)

Date DEC 23 1955 Vou. No. _____
(See other side)

(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. DMA-E687 in accordance with the terms of the contract.

Signature Lawrence E. Shirley Title Mining Engr. U.S.B.M. Date Dec. 21, 1955

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lemmen Title Executive Officer Date DEC 21 1955

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.

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

RECEIVED DEC 27

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of Sept. 10 to Dec. 10 195 5 Docket No. DMEA 3256 Contract No. IDM-E 687

Operator's Name Glen C. Rathburn Minerals Mica

Address Cane River, 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								
Shafts Incline	Ft.	225.00	4½	2525.00	50½	50.00	50	50.00
Winzes								
Drilling: Core								
Powder Chum Magazine	ea	-	-	25.00	1	25.00	1	25.00
Exploding Auger "	ea	-	-	13.00	1	13.00	1	13.00
Bunk Hse. & Tool Shed	ea	-	-	125.00	1	125.00	1	125.00
Stripping								
Trenching								
Test Pits								
Roads and Trails	hrs.	-	-	500.00	50	10.00	50	10.00
TOTAL DISTRIBUTED COSTS		225.00	4½	3188.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		225.00	4½	3188.00				

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 12/10/55 Operator Glen C Rathburn

Per Title operator

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)

REMARKS:

(For Government use only)

Total units to date should be 40½ feet instead of 50½.

L. E. Shurley. Mining Engr.
U.S.B.M.

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 872894

OPERATOR'S PROGRESS REPORT FROM SEPTEMBER 10, 1955 TO DECEMBER 10, 1955

RECEIVED
DEC 27 1955

2 men worked 12 hour shifts at $1.00 per hour

Aug. 10 to
Sept. 10 continued timbering of mine in accordance with instructions from State mine inspectors.

Sept. 10 to October 10 - cobbed spar and prepared mica for sale.
Reset derrick and other mine equipment in preparation for continued work.

October 10th to 18th - drilled first round of holes, in shaft; used 50 joints powder, sinking shaft 3 ft.

October 18th to 31st. mucked and cleared debris obtaining approx. 3 tons feldspar and 150 lbs. mica

November 1st to 15th. drilled 4 ft. round of holes, using 60 joints powder. mucked and prepared for sale 850 lbs. mica and approx. 4 tons feldspar.

November 16th to Dec. 10th - Mucked and cleared mine of debris from previous work.
drilled 6 - 4 ft. holes; used 30 joints powder.
No recovery of mica or feldspar
(Break shot)

By: Glen C Rathburn
Glen C. Rathburn, Operator

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

December 22, 1955

Mr. Glen C. Rathburn

Cane River, North Carolina

Re: DMEA-3256, Idm-E687
Fox Mine

Dear Mr. Rathburn:

Your vouchers covering work completed on the above contract for the period September 1955 to December 10, 1955 have been processed by this office and forwarded for payment.

Several changes in both forms were necessary. One copy each of the corrected forms MF-104 and 104(a) as they should have been made out are attached. Please change your figures on your forms to conform to the ones attached.

Very truly yours,

L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

LES/mg
Enclosure 2
cc - To accompany Reports (5)
Lynch
Shirley
Files

INTERIM REPORT

DMEA-3256, Idm-E687 (mica) FOX MINE

RECEIVED
DEC 15 1955

OPERATOR: Charles L. Brown and Glenn C. Rathburn, Burnsville, N. C.

LOCATION: 1/2 mile east of Pigpen Bluff, 4.3 airline miles N50°E of Burnsville, and 3.8 airline miles N18°W of Micaville, Yancey County, North Carolina

Inclined shaft sinking continues on this contract, and is now at 39.5 feet. The shaft bottom contained a little water and some scattered muck in the deeper portion. Added quartz was the only appreciable change noted in the material. The dip of the body is more nearly vertical than previously observed, andthe Operator reports considerable mica recovery from the last 2 feetof sinking; about 500 pounds of fair quality "mine-run block" was reported from this work, but was not observed. Recent shaft sinking progress on this contract has been slow.

L. E. Shirley

L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

S. C. Bergman and A. R. Taylor, Geologists
U. S. Geological Survey

November 28, 1955

INTERIM REPORT

DMEA-3156, Idm-E687 (mica) FOX MINE

OPERATOR: Charles L. Brown and Glenn C. Rathburn, Burnsville, N. C.

LOCATION: 1/2 mile east of Pigpen Bluff, 4.3 airline miles N45°E of Burnsville, and 3.8 airline miles N18°W of Micaville, Yancey County, N. C.

Inclined shaft sinking progresses slowly on this contract and is now at 37.5 feet, with some loose muck in the bottom that could not be measured beeause of 5 to 6 feet of water. The operator stated that recent progress had been delayed by water in the incline, and that a No. 25 air sump pump now in use had about reached its capacity. He was advised to procure a No. 35 pump to complete sinking of the incline.

Timber work, which has been in progress intermittently for a long period has been completed and is in excellent shape. Recent progress on this contract has not been good.

L. E. Shirley

L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

S. C. Bergman

S. C. Bergman and A. R. Taylor, Geologists
U. S. Geological Survey

November 14, 1955

RECEIVED
NOV 25 1955

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

November 2, 1955

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Amendment No. 2 - Docket No. DMEA-3256 - Mica
Brown and Rathburn
Fox Mine
Yancey County, North Carolina
Contract No. Idm-E687

The Nonmetallic Minerals Division concurs in Amendment No. 2 to the subject contract as written and executed in the field. This amendment extends the completion date from October 15, 1955, as provided in Amendment No. 1, to February 15, 1956.

This amendment is justified because, while the Operators have not carried on the exploration work diligently, it is in the Government's interest to complete the work as provided in the contract.

Walter C. Anderson
Walter C. Anderson
Nonmetallic Minerals Division

RECEIVED
DEC - 9 1955
GENERAL COUNSEL
DEFENSE MINERALS
ADMINISTRATION

C

INTERIM REPORT

DMEA-3256, Idm-E687 (mica) FOX MINE

OPERATOR: Charles L. Brown and Glenn C. Rathburn, Burnsville, N. C.

LOCATION: 1/2 mile east of Pigpen Bluff, 4.3 airline miles N45°E of Burnsville, and 3.8 airline miles N18°W of Micaville, Yancey County, North Carolina

No progress is reportable on this contract for the past four weeks. The operator was present at the mine and reported that work has continued sporadically, but measurements by the examiners did not show any increase in depth from that previously measured.

The operator reported the recent sale of about 20 tons of feldspar within the past month.

// - Problem?

L. E. Shirley

L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

K. H. Teague S. C. Bergman A. R. Taylor

K. H. Teague, S. C. Bergman, and A. R. Taylor
Geologists
U. S. Geological Survey

October 31, 1955

RECEIVED
NOV 14 1955

10/25/ #11.02

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

RECEIVED
OCT 26 1955

October 24, 1955

Memorandum

To: Helen Miller, Ass't Administrative Officer, Region V

From: Executive Officer, DMEA Region V

Subject: Royalty payment on Idm-E687, DMEA-3256, Fox Mine (mica) N.C.

Transmitted is a bill-of sales in the amount of $220.48, and a money order in the amount of $11.02 which represents 5% of the sale, which is to be credited to the subject contract.

Robert A. Laurence

ZM.
cc:
Lynch
Shirley
Mittendorf
Files

APPROVED BY GEN., U.S. MBER 16, 1954

GENERAL SERVICES ADMINISTRATION

MICA PURCHASE DEPOT - Spruce Pine, N. C.

DATE 7-21-56

ACCEPTANCE NUMBER A01-72

WARRANTY, ACCEPTANCE AND INVOICE - NONRUBY

ISSUED UNDER CERTIFICATE OF AUTHORIZATION NUMBER | LOT NUMBER

[illegible] | A1-72

RECEIPT AND WEIGHT TICKET NUMBER

WARRANTY

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

NAME AND ADDRESS OF SELLER (Type or print)	SELLER OR PERSON AUTHORIZED TO SIGN THIS WARRANTY FOR SELLER
NAME: Glenn C. Robbins	SIGNATURE:
STREET ADDRESS:	NAME (Type or print): Glenn C. Robbins
CITY, ZONE AND STATE: Cane River, N.C.	TITLE (Type or print): Owner

EVALUATION AND SETTLEMENT DATA

PROGRAM A - BLOCK OR FILM MICA - NONRUBY

QUALITY	HALF TRIM POUNDS	HALF TRIM PRICE PER LB.	HALF TRIM AMOUNT	FULL TRIM POUNDS	FULL TRIM PRICE PER LB.	FULL TRIM AMOUNT
GOOD STAINED AND BETTER						
GRADES NO. 3 AND LARGER					$70.00	
GRADES NO. 4 AND 5				.09	$40.00	3.60
GRADES NO. 5½ AND 6				2.97	$15.00	44.55
STAINED						
GRADES NO. 3 AND LARGER		$ 9.60			$14.40	
GRADES NO. 4 AND 5		$ 4.00		.05	$ 6.40	.32
GRADES NO. 5½ AND 6		$ 2.40		2.34	$ 4.00	9.36
HEAVY STAINED						
GRADES NO. 3 AND LARGER		$ 6.40			$10.40	
GRADES NO. 4 AND 5		$ 3.20			$ 4.80	
GRADES NO. 5½ AND 6		$ 1.60			$ 2.40	
TOTALS						
LOT TOTALS				5.43		57.70

PROGRAM B - HAND-COBBED MICA - NONRUBY

TOTALS					$ 0.27	

ACCEPTANCE

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

GENERAL SERVICES ADMINISTRATION

BY (Type name)	SIGNATURE	TITLE
Wayne Buchanan	Wayne G.	Buyer

INVOICE

TO: General Services Administration, Region V

FOR: Mica delivered as indicated above $ 57.70

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

SELLER (Type name)		DATE
Glenn C. Robbins (Brushy Creek Mine)	DATE 7-21-56	7-21-56
BY (Signature)	NAME AND TITLE (Type)	
	Glenn C. Robbins, Owner	

GSA WASH DC 55-6704

GSA FORM 1158 JANUARY 1955

Reg. No. ___ Clerk ___

ACCOUNT FORWARDED

15350 | 5.95
c. 8.20

Lee Robinson

Reg. No. ___ Clerk ___

ACCOUNT FORWARDED

13450 | 6.95
c. 8.20

Lee Robinson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 26, POST OFFICE BLDG.
WASHINGTON 25, D. C.
KNOXVILLE 2, TENN.

RECEIVED
OCT 19 1955

October 18, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region V - Knoxville

Subject: Amendment No. 2, Idm-E687, DMEA-3256 (mica) Glenn Rathburn. Fox Mine - Yancey County, N. C.

Transmitted are three signed copies of the subject amendment. The usual distribution of the other copies has been made by this office.

Robert A. Laurence

Robert A. Laurence

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 5137 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

WASHINGTON 25, D.C.

RECEIVED
OCT 10 1955

October 6, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region V

Subject: DMEA-3256, Idm-E687 (mica) Glenn Rathburn, Cane River, N. C.
Fox Mine, Yancey County, N. C.

Reference: My Memo of October 3, 1955

Enclosed are 2 copies of a letter from R. W. Wilson. Therefore please disregard the request made in my memo of October 3.

Robert A. Laurence

Robert A. Laurence

R. W. WILSON
LAWYER
BURNSVILLE, N. C.

RECEIVED
OCT 10 1955

October 5, 1955

United States
Department of the Interior
Defense Minerals Exploration Adm.
Knoxville 2, Tennessee

Gentlemen:

Replying to your letter of October 3, 1955, which was your reply to our letter of September, 29, 1955, with reference to the Rathburn lease:

Since writing you Mr. Rathburn has found an executed and acknowledged copy of the lease which he now has recorded. This closes our connection with this matter.

Yours very truly,

R. W. Wilson

R. W. Wilson
Attorney

RWW:tlf

RECEIVED
OCT 6 - 1955
U. S. GEOLOGICAL SURVEY
Geologic Division
Knoxville, Tenn.

INTERIM REPORT

RECEIVED
OCT 17 1955

DMEA-3256, Idn-E687 (rice) FOX MINE

OPERATOR: Charles L. Brown and Glenn C. Rathburn, Burnsville, N. C.

LOCATION: ½ mile east of Pigpen Bluff, 4.3 airline miles N45°E of Burnsville, and 3.8 airline miles N18°W of Micaville, Yancey Co., N. C.

There has been no progress on this contract during the past four weeks. The operator could not be contacted to learn when operations would resume. Other efforts will be made to contact the operator on the next visit to the area.

L. E. Shirley

L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

K. H. Teague

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

October 3, 1955

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

October 3, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DEA - Region V

Subject: DMEA-3256, Idm-E687 (mica) Glenn C. Rathburn, Assignee (formerly-Chas L. Brown & Glenn C. Rathburn. Fox Mine Yancey County, N. C.

Enclosed is a letter from R.W. Wilson of Burnsville, N. C., concerning the subject property, and a copy of my reply.

The letter is referred to you for further reply and whatever action is appropriate.

Robert A. Laurence
Robert A. Laurence

enclosure to 600

R. W. WILSON
LAWYER
BURNSVILLE, N. C.

RECEIVED
OCT 1955

September 29, 1955

3256

U. S. Department of Interior
Defense Mineral, Exploration Adm.
Room 13, Post Office Building
Knoxville 2, Tennessee

Gentlemen:

About October, 1954 Mr. Glenn C. Rathburn of Cane River, North Carolina, or Burnsville Rt. #2, N. C. filed with you for defense mineral exploration assistance of a mine in the Brush Creek Township in Yancey County, North Carolina. If I remember correctly, his lease from Alice S. Byrd, Charles L, Brown and wife, Laura Brown, and Andrew Brown to him was properly acknowledged and probated and sent to you along with application for the exploration assistance.

By some oversight this lease was not registered in the usual way in the Register of Deeds and Leases for Yancey County. All we have now is an unsigned copy of the lease.

It is important that this lease be recorded, and I am writing to inquire whether you have the origional, or a copy duly acknowledged ready for probate or ready for registration, and if you do, whether you will send it to us, lend it to us, long enough for registration: and if not, whether you will mail it direct to Register of Deeds for Yancey County to be registered and returned to you.

Yours very truly,

R. W. Wilson

R. W. Wilson
Attorney

RWW:tlf

RECEIVED
SEP 30 1955
U. S. Geological Survey
Geologic Division
Knoxville, Tenn.

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

October 3, 1955

Mr. R. W. Wilson, Attorney

Burnsville, N. C.

Dear Mr. Wilson:

The application mentioned in your letter of September 29, was sent by Mr. Rathburn directly to our Washington office, and apparently the lease was sent with it. We have neither the original nor a copy of the lease here.

Therefore, I am referring your request to our Washington office. They will advise you if they have the original of this lease.

Very truly yours,

Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION V

RAL/sm
cc:
Opr. Com.
Lynch
Shirley
Files

INTERIM REPORT

DMEA-3256, Idm-E687 (mica) FOX MINE

OPERATOR: Charles L. Brown and Glenn C. Rathburn, Burnsville, N. C.

LOCATION: 1/2 mile east of Pigpen Bluff, 4.3 airline miles N45°E of Burnsville, and 3.8 airline miles N18°W of Micaville, Yancey Co., North Carolina

No incline shaft sinking progress is reportable on this contract, and total depth remains at 36 feet. At the time of this visit, the mine was being dewatered in preparation for further shaft sinking. Timber work, in progress for the past 6 weeks, has been completed.

Mr. V. J. Lynch, Bureau member of the Field Team, Region V, accompanied the Field Examiners on this visit to the mine.

L. E. Shirley

L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

K. H. Teague

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

September 19, 1955

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

RECEIVED
SEP 1 7 1955

Septe[illegible] 16, 1955

Mr. G len C. Rathburn

Cane River, N. C.

Re: DMEA-3256, Idm-E687 (mica)
Fox Mine, Yancey County, N. C.

Dear Mr. Rathburn:

Your monthly voucher was received here several days ago. As our Field Examiners measured only 36 feet of new work at their last visit and we have already paid you for 36 feet, it is obvious that we could not pay anything on this new voucher. Mr. Teague visited the mine again last week but no one was there.

Mr. Teague will attempt to see you next Monday, September 19, and discuss the situation with you.

Very truly yours,

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

RAL/am
cc:
Opr. Com.-2
Lynch
Shirley
Files

RECEIVED
SEP 16 1955

INTERIM REPORT

DMEA-3256, Idm-E 687 (mica) FOX MINE

OPERATOR: Charles L. Brown and Glenn C. Rathburn, Burnsville, N. C.

LOCATION: 1/2 mile east of Pigpen Bluff, 4.3 airline miles N45°E of Burnsville, and 3.8 airline miles N18°W of Micaville, Yancey County, North Carolina

No progress is reportable on this contract, and total incline shaft depth remains at 36 feet. No one was present at the mine at the time of this visit, and the operator could not be contacted to learn when sinking operations would resume. From evidence in the incline, timbering of the collar and partition work has been in progress during the past two weeks.

L. E. Shirley
L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

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

SEPT. 5, 1955

INTERIM REPORT

RECEIVED
SEP - 2 1955

DMEA-3256, Idm-E687 (mica) FOX MINE

OPERATOR: Charles L. Brown and Glenn C. Rathburn, Burnsville, N. C.

LOCATION: 1/2 mile east of Pigpen Bluff, 4.3 airline miles N45°E of Burnsville, and 3.8 airline miles N18°W of Micaville, Yancey Co., N. C.

The operator was not present at the mine at the time of this visit. The incline shaft was filled with surface run-off, due to recent heavy rains, and depth was not measured. The examiners were told by an employee, who lives nearby, that work was continuing sporadically, and that timbering of the footwall was in progress. Another visit will be made in the near future.

L. E. Shirley

L. E. Shirley, Mining Engineer
U.S. Bureau of Mines

D. H. Amos

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

August 22, 1955

INTERIM REPORT

DMEA-3256, Idm-E687 (mica) FOX MINE

OPERATOR: Charles L. Brown and Glenn C. Rathburn, Burnsville, N. C.

LOCATION: 1/2 mile east of Pigpen Bluff, 4.3 airline miles N45°E of Burnsville, and 3.8 airline miles N18°W of Micaville, Yancey Co., N. C.

Incline shaft sinking continues slowly on this contract, and is now at 36 feet. No one was present at the mine at the time of this visit, but there was some evidence of recent work. The pegmatite continues to present depth with a thickness of 3 feet on the northeast end, and 5 feet on the southwest end. Material encountered is predominantly feldspathic, containing scattered blocks of muscovite mica. Occasional small garnet crystals and sericite is common in dump material examined.

Progress on this contract is slow.

L. E. Shirley

L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

K. H. Teague D. H. Amos

K. H. Teague and D. H. Amos, Geologists
U. S. Geological Survey

August 8, 1955

RECEIVED
AUG 22 1955

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

WASHINGTON

RECEIVED
JUL 1 2 1955

July 15, 1955

Memorandum

To: Helen Miller, Ass't Administrative Officer

From: Executive Officer, DMEA Field Team, Region V

Subject: Royalty payment - Idm-E687, DMEA-3256, Glen C. Rathburn
Fox Mine, Yancey County, N. C.

Transmitted is a bill-of-sale for mica, and a bill-of-sale for feldspar on the subject contract.

Mr. Rathburn figured the royalty on the $5.75 mica sale correctly, but on the feldspar he overpaid $1.37. Obviously he figured 5% royalty on the feldspar. It should have been 1½%.

Forty cents was added to the enclosed money order that was due on the sale made February 28, 1955.

A Money Order for $2.63 is attached representing the royalty payment on the sales.

Robert A. Laurence

ZM.
cc:
Lynch
Mittanforf
Shirley
Files

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1-0 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

RECEIVED
JUL 20 1955

July 15, 1955

Mr. Glen C. Rathburn

Cane River, N. C.

Re: DMEA-3256, Idm-E687 (mica)
Fox Mine, Yancey County, N. C.

Dear Mr. Rathburn:

This morning we received the bill-of-sales for mica and feldspar sold from the subject mine, also your Money Order for the royalty in the amount of $2.63.

The royalty on mica was correct, but you overpaid the feldspar royalty. The royalty percentage on feldspar should have been 1½%, as the sale price was less than $6.00 per ton. Therefore, you overpaid $1.37, which you may deduct from your next payment.

Please read Article 7 (e) of your contract.

Very truly yours,

Robert A. Lawrence
Executive Officer, D. A.
Field Team, Region V

RAL/am
cc:
Lynch
Finance Office
Shirley
Files

copy

GENERAL SERVICES ADMINISTRATION, REGION IV
MICA PURCHASE DEPOT, Spruce Pine, N. C.

Authorization No. _____ Acceptance No. _____ Date: May 1955

Seller: Glen C. Rathburn, Burnsville, N.C.

Mine: Fox DMEA No. 3256, Idm E 687

Yancey County, N.C.

Quality of Mica	HALF TRIM			FULL TRIM		
	Pounds	Price/Lb.	Amount	Pounds	Price/Lb	Amount
Good Stained & Better Grades No. 3 & larger					$70.00	
No. 4 and 5					$40.00	
No. 5½ and 6					$15.00	
Stained No. 3 and larger		$12.00			$18.00	
No. 4 and 5		$ 5.00			$ 8.00	
No. 5½ and 6		$ 3.00			$ 5.00	
Heavy Stained No. 3 & larger		$ 8.00			$13.00	
No. 4 and 5		$ 4.00			$ 6.00	
No. 5½ and 6		$ 2.00			$ 3.00	
LOT TOTALS		//////			//////	
TOTAL		/////			/////	

Sold to: Young Bros.
May 5, 1955. 98 lb. punch $5.75 - 5% = .29
May 20 J. L. Robinson; Feldspar 38.87 - 5% 1.94
Plus 40¢ due on sale 2-28-58 .40
Royalty - - - - - $2.63

INTERIM REPORT

RECEIVED
JUL 25 1955

DMEA-3256 Idm-E687 (mica) FOX MINE

OPERATOR: Charles L. Brown and Glenn C. Rathburn, Burnsville, N. C.

LOCATION: ½ mile east of Pigpen Bluff, 4.3 airline miles N45°E of Burnsville, and 3.8 airline miles N18°W of Micaville, Yancey Co., N. C.

This mine was not working on the date of this visit, but some recent sinking has been accomplished. The incline shaft is now down to 34 feet. Pegmatite material is being removed from wall to wall, and no extreme changes were noted. The body is about 4.5 feet thick, with an undulating hanging wall and uniform footwall. Recent production of mica is unknown. Progress since resuming work is satisfactory.

Mr. Robert A. Laurence, Executive Officer of DMEA, Region V, accompanied the examiners on this visit to the mine.

L. E. Shirley

L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

K. H. Teague D. H. Amos

K. H. Teague and D. H. Amos, Geologists
U. S. Geological Survey

July 14, 1955

MF-104 (Rev.)
(April 1952)

Budget Bureau No. 42-R1036.5

RECEIVED
JUL 11 1955

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of June, 1955 Docket No. DMEA 3256 Contract No. [illegible]-1607
Operator's Name Glen C. Rathbone Minerals Mica
Address Burnsville, N. C.
Contract Amount, $ 5820.00 Government Participation: 75 % Amount, $

ITEMS OF COSTS	FOR OPERATOR'S USE: Monthly Total	Totals Previously Reported	Totals To Date	FOR GOVERNMENT USE ONLY: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting						
Drifting Incline	500.00	1300.00	1800.00			
Roads & Trails		500.00	500.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber Dunk H. & Tool shed		125.00	125.00			
Explosives Mag.		13.00	13.00			
Blasting Mag.		25.00	25.00			
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	500.00		2463.00	500.00	1963	2463.00

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

Date July 2, 1955 *Payee Glen C. Rathbone

Per Glenn C. Rathbone Title Operator

*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:

$ 375.00

Signature Helen R. Millin
(Authorized Certifying Officer)

Date 7-7-55 Vou. No.
(See other side)

125.00

(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. E687 in accordance with the terms of the contract.

Signature Keptam H. Teague Title Geologist, USGS Date 7/5/55

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lauer Title EXECUTIVE OFFICER DMEA REGION V Date JUL 6 1955

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.

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of June 1955 Docket No. DMEA 3256 Contract No. IDM E687

Operator's Name Glen G. Rathburn Minerals Mica

Address Burnsville, N. C.

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts Incline	ft.	500.00	10	1000.00	36	950.00	50	950.00
Winzes								
Drilling: Core								
Powder Mag.	each	-	-	25.00	1	25.00	1	25.00
Exploden Auger	each	-	-	13.00	1	13.00	1	13.00
Supply building	each	-	-	125.00	1	125.00	1	125.00
Trenching								
Trench								
Roads	hrs.	-	-	500.00	50	10.00	50	10.00
TOTAL DISTRIBUTED COSTS		500.00	10	2163.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		500.00	10	2163.00				

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 July 2, 1955 Operator Glen G. Rathbone

Per Glenn G. Rathburn Title operator

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)

Keffan H. Teague
Geologist

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 872894

OPERATOR'S MONTHLY PROGRESS REPORT FOR THE MONTH OF JUNE, 1955.

DMI-T 687
DMA No. 3256

WORK ACCOMPLISHED - 2 Men working 12 hour shifts at the rate of $1.00 per hour.

June 8 - Moved in Compressor
9 - Installed pipelines, set in pump.
10 - Mucked out mine
11 - Drilled 50 ft. holes
13 - Drilled 65 ft. holes - used 75 sticks powder.
14 - Mucked 125 lbs. crude mica and 2 tons feldspar.
15 - Mucked 40 lbs. crude mica and 1 ton feldspar.
16 - Mucked no mica and 1 ton feldspar.
17 - Mucked no mica and ½ ton feldspar.
18 - Drilled 60 ft. holes

20 - Drilled 65 ft. holes
21 - Drilled 10 ft. holes and used 90 sticks powder in 6 ft. rounds.
22 - Mucked 45 lbs. mica and 1½ tons feldspar.
23 - Mucked 75 lbs. mica and 2 tons feldspar.
24 - Mucked 20 lbs mica and ½ ton feldspar.
25 - Mucked no mica and ½ ton feldspar.

27 - Drilled 10 ft. frontage, 2 rounds holes
28 - Mucked 50 lbs. mica
29 - Mucked no mica, ½ ton feldspar
30 - Mucked no mica, 1 ton feldspar.

By: Glen C Rathburn
Glen C. Rathburn

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

RECEIVED
JUN 24 1955

June 22, 1955

Mr. Glenn C. Rathburn

Cane River, North Carolina

Re: DMEA-3256, Idm-E687 (Mica)
Fox Mine
Yancey County, North Carolina

Dear Mr. Rathburn:

Thanks for your letter of June 20, advising us that you have resumed work at the Fox mine. Mr. Amos tells me that you are making good progress, which I am glad to hear.

Please consider this letter as approval of the resumption of work even though it was somewhat after the May 15 date specified in the amendment.

Very truly yours,

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

RAL/mg
cc - Operating Committee (2)
Mr. Lynch
Mr. Shirley
Files

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

RECEIVED
JUN 20 1955

June 17, 1955

Mr. Glen C. Rathburn

Burnsville, N. C.

Re: DMEA-3256, Idm-E687 (mica)
Fox Mine, Yancey County, N. C.

Dear Mr. Rathburn:

Amendment No. 1 to the subject contract, which permitted you to suspend work at the Fox Mine during the winter months, specifically provided that work was to be resumed not later than May 15, 1955 and to be completed before October 15, 1955.

We have had no word from you concerning resumption of work, and our field examiners report that nothing is being done. Please notify me at once when you are going to begin work. You should begin immediately in order to take advantage of good weather and finish the job before the fall.

Very truly yours,

V. J. Lynch, Acting
Executive Officer, DMEA
Field Team, Region 5

RAL/km
cc:
Opr. Com.-2
Lynch
Shirley
Files

RECEIVED
JUN 23 1955

INTERIM REPORT

DMEA-3256, Idm-E687 (mica) FOX MINE

Operator: Charles L. Brown and Glen C. Rathburn, Burnsville, N. C.

Location: One-half mile East of Pigpen Bluff, 4.3 airline miles N. 45° E. of Burnsville, and 3.8 airline miles N. 18° W. of Micaville, Yancey County, N. C.

Work was resumed on this contract on June 13, 1955. Incline sinking is now underway and totals 37.5 feet, 22.5 feet of which has been done under the contract. The pegmatite exposed in the bottom of the incline is 4-5 feet thick and contains a small amount of mica chiefly along the contacts.

The Operator has acquired a new compressor so future progress should improve.

Date of Examination: June 16, 1955

K. H. Teague and D. H. Amos, Geologists
U. S. Geological Survey

L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

g

INTERIM REPORT

DMEA-3256, Idm-E687 (mica) FOX MINE

Operator: Charles L. Brown and Glen C. Rathburn, Burnsville, N. C.

Location: One-half mile East of Pigpen Bluff, 4.3 airline miles N. 45° E. of Burnsville, and 3.8 airline miles N. 18° W. of Micaville, Yancey County, N. C.

A visit was made to this property but no contract work has been done since that reported in the interim report dated November 4, 1954. The Field Team will make an effort to contact the Operator in order to ascertain when work will be resumed.

Date of Examination: April 21, 1955.

K. H. Teague and D. H. Amos, Geologists
U. S. Geological Survey

V. J. Lynch, Mining Engineer
U. S. Bureau of Mines

z

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

March 15, 1955

Memorandum

To: Helen Miller, Ass't Administrative Officer - Knoxville

From: Executive Officer, DMEA - Region V - Knoxville

Subject: Royalty payment on: Idm-E687, DMEA-3256, Glenn C. Rathburn (mica) Cane River, N. C. Fox Mine

Transmitted are bills of sale for mica on the subject contract, and a Money Order in the amount of $2.60 for royalty on the sale. Also attached is a letter to Mr. Rathburn.

Robert A. Laurence

ZM

Rec'd 3-17

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

March 15, 1955

Mr. Glenn C. Rathburn

Cane River, N. C.

Re: DMA-3256, Idm-E687 (mica)
Fox Mine.

Dear Mr. Rathburn:

This will acknowledge receipt of your Money Order for $2.60 for royalty payment on the sale of $60.03 worth of mica to the Spruce Pine Mica Depot.

You miscalculated the amount due as 5 percent of $60.03 amounts to $3.00 instead of $2.60. Please send us a money order for the 40¢, or if you are going to sell more mica soon, you may include the 40¢ with your next money order.

Copies of the sales tickets are enclosed as requested.

Very truly yours,

Robert A. Laurence,
EXECUTIVE OFFICER
DMEA REGION V

VJL/mm

Lynch

Shirley

Finance Office

Mittendorf

Files

60.03 x .05 = 3.00

Copy Copy

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

WARRANTY, ACCEPTANCE AND INVOICE

DATE: 2-28-55

ACCEPTANCE NUMBER: A04-1086

ISSUED UNDER CERTIFICATE OF AUTHORIZATION NUMBER: EPS-4-69A

LOT NUMBER: SPAO-1086

RECEIPT AND WEIGHT TICKET NUMBER:

WARRANTY

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

NAME AND ADDRESS OF SELLER (Type or print)	SELLER OR PERSON AUTHORIZED TO SIGN THIS WARRANTY FOR SELLER
NAME: Glenn C. Rathburn	SIGNATURE
STREET ADDRESS	NAME (Type or print)
CITY, ZONE AND STATE: Burnsville, N.C.	TITLE (Type or print): Owner

EVALUATION AND SETTLEMENT DATA

PROGRAM A - BLOCK OR FILM MICA

QUALITY	HALF TRIM POUNDS	HALF TRIM PRICE PER LB.	HALF TRIM AMOUNT	FULL TRIM POUNDS	FULL TRIM PRICE PER LB.	FULL TRIM AMOUNT
GOOD STAINED AND BETTER						
GRADES NO. 3 AND LARGER					$70.00	
GRADES NO. 4 AND 5				1.21	$40.00	48.40
GRADES NO. 5½ AND 6				3.30	$15.00	49.50
STAINED				4.51		
GRADES NO. 3 AND LARGER		$12.00			$18.00	
GRADES NO. 4 AND 5		$ 5.00		.59	~~$6.40~~	3.78
GRADES NO. 5½ AND 6		$ 3.00		1.77	$ ~~5.00~~ 4.00	7.08
HEAVY STAINED						
GRADES NO. 3 AND LARGER		$ 8.00			$13.00	
GRADES NO. 4 AND 5		$ 4.00			$ 6.00	
GRADES NO. 5½ AND 6		$ 2.00			$ 3.00	
TOTALS						
LOT TOTALS				6.87		108.76

PROGRAM B - HAND-COBBED MICA

						48.72
TOTALS	Less mica sold from Robbins Road				.30	$60.03

but not subject to royalty

ACCEPTANCE

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

GENERAL SERVICES ADMINISTRATION

BY (Type name)	SIGNATURE	TITLE

INVOICE

TO: General Services Administration, Region IV

FOR: Mica delivered as indicated above — $ 60.03 subject to royalty

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

SELLER (Type name)	DATE
Glenn Rathburn (For Mine)	
BY (Signature)	NAME AND TITLE (Type)

GSA-WASH DC 53-3094

Copy.

GSA FORM 1013
September 1952

copy

GENERAL SERVICES ADMINISTRATION, REGION VII

~~Mica Purchase Depot,~~ Spruce Pine, N. C.

Authorization No. _____ Acceptance No. 1086 Date: 2-28-55

Seller: Gleson Rathburn - Cane River, N. C

Mine: Robbins Roost DMEA No. None

(not subject to royalty) Sold with Fox Mine mica

Quality of Mica

	HALF TRIM			FULL TRIM		
	Pounds	Price/lb.	Amount	Pounds	Price/lb.	Amount
Good Stained & Better Grades No.3 & larger					$60.00	
" No. 4 and 5				.21	$40.00	8.40
" No. 5½ and 6				2.21	$15.00	33.15
Stained No. 3 and larger		$12.00			$18.00	
No. 4 and 5		$ 5.00		.47	6.40 ~~$ 6.00~~	3.01
No. 5½ and 6		$ 3.00		1.04	4.00 ~~$ 5.00~~	4.16
Heavy Stained No. 3 & larger		$ 8.00			$13.00	
No. 4 and 5		$ 4.00			$ 6.00	
NO. 5½ and 6		$ 2.00			$ 3.00	
LOT TOTALS						
TOTAL				3.93		48.72

Scrap Mica

Punch Mica

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

February 28, 1955

Memorandum

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

From: Executive Office, DMEA Field Team, Region V - Knoxville

Subject: Amendment No. 1. Idm-E687, DMEA-3256. Brown & Rathburn. (mica) Marsh Putman Mine. N. C.

Transmitted are three signed copies of the subject amendment. The usual distribution of the other copies has been made by this office.

Robert A. Laurence

Robert A. Laurence

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

RECEIVED
FEB 7 1955

February 3, 1955

Mr. Glen C. Rathburn
c/o Brown & Rathburn
Burnsville, North Carolina

Re: DMEA-3256 (mica)
Contract Idm-E687 - Fox Mine
Yancey County, N. C.

Dear Mr. Rathburn:

On December 22, 1954 this office sent you seven copies of a form providing for assignment of Mr. C. L. Brown's interest in the subject contract for signatures of you and Mr. Brown. To date we have not received the copies that we requested you to return.

Please give this your immediate attention, and if there is any reason why this assignment should not be consumated please advise this office.

Very truly yours,

Robert A. Laurence

WAR/sm

cc:

Rynch
Shirley
Opr. Com.
Files

Allsman

Docket copy
Surname:
Anderson
Houk
140
Rewritten by: Rubin
Hofflund
Selfridge
Chandler
Butterbery

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

FEB 1 1955

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

Re: Docket No. DMEA-3256 (Mica)
Brown and Rathburn
Fox Mine
Yancey County, North Carolina
Contract No. Idm-2687

Dear Mr. Laurence:

Reference is made to Field Team memorandum of January 12, requesting that the subject project be recessed until May 15, 1955, and the completion period extended to October 15, 1955.

We note the reasons and concur that this action is justified. You are hereby granted permission to execute the enclosed Amendment No. 1 to accomplish the recess agreement.

After execution of the amendment, the copies are to be distributed in the usual manner. In this regard, we do not know whether the assignment form transmitted to you with our letter dated December 20, 1954, has been executed. If it has, only the assignee, Rathburn, need sign the amendment. If the assignment has not been executed, then the amendment should be executed for the partnership.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (JB)

Enclosures 6

Approved:

J. H. Hedges

Member, Bureau of Mines (JB)

Thor H. Kiilsgaard

Member, Geological Survey (JB)

WCAnderson/HCRubin/emd 1/28/55
Copy to: DMEA Docket
Solicitor's Docket
Adm. R. File
Operating Comm.
Mr. Kiilsgaard
Mr. Dietrich
Mr. Houk
Mr. Hofflund
chron.
pending

R.G.

Docket copy
Surname:
Anderson
Houk

240

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

Rewritten by:

Rubin
Hofflund
Anderson
Houk

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

Re: Docket No. DMEA-3256 (Mica)
Brown and Rathburn
Fox Mine
Yancey County, North Carolina
Contract No. Idm-E687

Dear Mr. Laurence:

Reference is made to Field Team memorandum of January 12, requesting that the subject project be recessed until May 15, 1955, and the completion period extended to October 15, 1955.

We note the reasons and concur that this action is justified. You are hereby granted permission to execute the enclosed Amendment No. 1 to accomplish the recess agreement.

After execution of the amendment, the copies are to be distributed in the usual manner. In this regard, we do not know whether the assignment form transmitted to you with our letter dated December 20, 1954, has been executed. If it has, only the assignee, Brown, need sign the amendment. If the assignment has not been executed, then the amendment should be executed for the partnership.

Sincerely yours,

Chairman, Operating Committee

Approved:

Member, Bureau of Mines

Member, Geological Survey

WCAnderson/HCRubin/emd 1/24/54
Copy to: DMEA Docket
Solicitors' Docket
Adm. R. File
Operating Comm.
Mr. Kiilsgaard
Mr. Dietrich
Mr. Houk
Mr. Hofflund
chron.
pending

Docket Copy
Surname:
Anderson
Houk

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

600

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

Subject: Docket No. DMEA-3256 - Mica
Brown and Rathburn
Fox Mine
Yancey County, North Carolina
Contract No. Idm-E687

INTERIOR DEPT.
JAN 18 1955
SOLICITOR

Dear Mr. Laurence:

Reference is made to Field Team memorandum of January 12, 1955, requesting that the subject project be recessed until May 15, 1955, and completed by October 15, 1955.

We note the reasons and concur that this action is justified. You are hereby granted permission to amend the contract in accordance with your request.

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

Sincerely yours,

Chairman, Operating Committee

Approved:

Member, Bureau of Mines

Member, Geological Survey

WCAnderson:gad 1/18/55
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

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

Department of the Interior
Defense Minerals Administration
RECEIVED
JAN 14 1955

January 12, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region VII - Knoxville

Subject: DMEA-3256, Idm-E 687 (mica) Fox Mine, Yancey County, N. C.
Glenn Rathburn, Burnsville, N. C.

The Operator, although still working at the Fox Mine, has done no work under the contract during December and will not have a December voucher. Principal reason for this is that he is driving a drainage adit at his own expense. He wants to complete this, and await better weather conditions before resuming work on the contract. Mr. Teague estimates that it will take him until some time in April to complete the present work. The completion date in the contract is January 22, 1955.

We consider this to be a promising prospect and would like to see the project completed. Because of the difficult access, recessing during the winter months will be of advantage to us as well as to the Operator.

We request premission to recess the project (which in fact is already recessed), to resume not later than May 15, 1955 and to be completed by October 15, 1955.

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

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

Bureau Library
JAN 26 1955

INTERIM REPORT

DMEA-3256, Idm-E687 (mica) FOX MINE

Operator: Charles L. Brown and Glen C. Rathburn, Burnsville, N. C.

Location: One-half mile East of Pigpen Bluff, 4.3 airline miles N. 45° E. of Burnsville, and 3.8 airline miles N. 18° W. of Micaville, Yancey County, N. C.

No work has been accomplished recently on this contract. At the time of this visit the Operator stated that most of the recent work time had been consumed in an effort to drive a "drainage adit", from a level about 43 feet below the incline portal, which will eventually intersect the present incline. The adit was visited by the Examiners and very little of the Operators proposed work has been completed to date. The Operator was asked to notify the Examiners when work under the contract is resumed.

Examination date: January 6, 1955.

L. E. Shirley By gm
L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

D. H. Amos
K. H. Teague and D. H. Amos, Geologists
U. S. Geological Survey

DOCKET FILE
Surname:
Anderson
Houk
Selfridge
Johnson

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

DEC 20 1954

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

Subject: Docket No. DMEA-3256 - Mica
Brown and Rathburn
Fox Mine
Yancey County, North Carolina
Contract No. Idm-E687

Dear Mr. Laurence:

Reference is made to your memorandum of November 19, 1954, requesting the preparation of a combination assignment form with respect to the assignment of Mr. C. L. Brown's interest in the subject contract and his one-half interest in the lease of the Fox Mine property.

Please find herewith the original and five copies of the combination assignment form which have been signed by the Government. Please present these to Mr. Brown and Mr. Rathburn for their signatures, after which the copies are to be distributed in the usual manner.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GCB)

Approved:

/s/ Robert W. Geehan (GCB)

Member, Bureau of Mines

Thor H. Kiilsgaard

Member, Geological Survey (GCB)

Enclosures 6

W. Anderson
~~JHopkins~~: 12/16/54
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

R.C.S.

Anderson

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

December 15, 1954

Memorandum

To: Helen Miller, Administrative Officer, Region VII

From: Acting Executive Officer, DMEA - Region VII

Subject: Royalty check on Idm-E687, DMEA-3256, Brown & Rathbone (mica)

Transmitted are two bill-of-sales in the amount of $222.08, and a check for $11.10 which represents 5% royalty due the Government on the sales.

Wm. A. Beck

ZM
cc:
Mr. Mittendorf
Beck
Lynch
Miles
Mr.
Rathburn

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

Bartin
Houk

December 13, 1954

Memorandum

To: The Administrator, DMEA
Attention: L. G. Houk

From: Acting Assistant Solicitor, Defense Minerals

Subject: Docket No. DMEA-3256, Idm-E687, (Mica), Fox Mine, Yancey County, North Carolina, Charles L. Brown and Glenn C. Rathburn, Partners

Pursuant to the request of Mr. Houk, by reference slip dated November 24, we have prepared the attached combination assignment form.

We reviewed the agreement of assignment between Brown and Rathburn, acknowledged November 8, 1954, and found it unacceptable with respect to the assignment of the DMEA contract.

J. L. Hofflund

J. L. Hofflund
Acting Assistant Solicitor,
Defense Minerals

Attachment

HCRubin:gjb

Copy to: DMEA Docket
Solicitor's Docket
L. G. Houk
J. L. Hofflund
H. C. Rubin
Chron. File

Chambers

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

DEC 10 1954

Registered Mail

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

Re: Docket No. DMEA-3256 (Mica)
Brown and Rathburn
Yancey County, North Carolina
Contract No. Idm-E687

Dear Mr. Laurence:

Enclosed herewith is a U. S. Postal Money Order No. 5-30,717,709, dated December 2, 1954, in the amount of $11.10, received from the Operator of the referenced project. Also enclosed are a General Services Administration Settlement Sheet and a commercial sales slip which accompanied the money order. This office had copies made of these papers so it will not be necessary for you to forward the usual two copies to the Administration.

It is suggested that you contact the Operator and advise him to address his remittances to your office in the future.

Sincerely yours,

(Signed) J. L. Chambers

Jay L. Chambers, Chief
Contract Administration
and Audit Division

Enclosure

EDTalbert/wb
December 9, 1954

Copies to: Docket
Admr. Reading File
Mr. Chambers
Mr. Houk

Docket No 3245 Contract No IDM-E 6 & 7 Jack Mine

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

DATE 11-9-54

WARRANTY, ACCEPTANCE AND INVOICE - NONRUBY

ACCEPTANCE NUMBER A04-621

ISSUED UNDER CERTIFICATE OF AUTHORIZATION NUMBER	LOT NUMBER	RECEIPT AND WEIGHT TICKET NUMBER
EPS-4-69A	SPAO-621	

WARRANTY

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

NAME AND ADDRESS OF SELLER (Type or print)	SELLER OR PERSON AUTHORIZED TO SIGN THIS WARRANTY FOR SELLER
NAME: Glenn C. Rathburn	SIGNATURE: X Glenn C. Rathburn
STREET ADDRESS:	NAME (Type or print): Glenn C. Rathburn
CITY, ZONE AND STATE: Cane River, N. C.	TITLE (Type or print): Owner

EVALUATION AND SETTLEMENT DATA

PROGRAM A - BLOCK OR FILM MICA - NONRUBY

QUALITY	HALF TRIM POUNDS	HALF TRIM PRICE PER LB.	HALF TRIM AMOUNT	FULL TRIM POUNDS	FULL TRIM PRICE PER LB.	FULL TRIM AMOUNT
GOOD STAINED AND BETTER						
GRADES NO. 3 AND LARGER				.31	$65.00	21.70
GRADES NO. 4 AND 5				1.65	$40.00	66.00
GRADES NO. 5½ AND 6				5.78	$12.00	86.70
STAINED						
GRADES NO. 3 AND LARGER		$ 9.60		.25	$14.40	3.60
GRADES NO. 4 AND 5		$ 4.00		1.04	$ 6.40	6.66
GRADES NO. 5½ AND 6		$ 2.40		7.48	$ 4.00	29.92
HEAVY STAINED						
GRADES NO. 3 AND LARGER		$ 6.40			$10.40	
GRADES NO. 4 AND 5		$ 3.20			$ 4.80	
GRADES NO. 5½ AND 6		$ 1.60			$ 2.40	
TOTALS						
LOT TOTALS				16.51		214.58

PROGRAM B - HAND-COBBED MICA - NONRUBY

TOTALS					$ 0.24	

ACCEPTANCE

Subject to the terms and conditions of the Mica Regulation (Revision 2), dated July 22, 1953 (18 F.R. 4377), establishing the Government's Purchase Programs for Domestic Mica, the Government accepts the number of pounds of mica (as hereinabove identified), delivered by the Seller to the Government for which payment in the total amount set forth hereinabove will be made by the Government.

GENERAL SERVICES ADMINISTRATION

BY (Type name)	SIGNATURE	TITLE
Ed S. Carlson	Ed S. Carlson	Buyer

INVOICE

TO: General Services Administration, Region IV

FOR: Mica delivered as indicated above — $ 214.58

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

SELLER (Type name)	DATE
Glenn C. Rathburn (Brushy Creek and White Oak Mines)	11-9-54

BY (Signature)	NAME AND TITLE (Type)
X Glenn C. Rathburn	Glenn C. Rathburn, Owner

GSA-WASH DC 54-2285

GSA FORM 1136
September 1953

Date 15 - 11 - 1935

M Bought of

No. C A White New Dale Co

Reg. No. _____ Clerk _____ ACCOUNT FORWARDED

1	150 Pounds Bunch			
2	5c per pound			
3		$	7	50
4				
5	Contract no			
6				
7	10 M E 1687			
8	Fox Mine			
9				
10	Brush Creek			
11	Glenn of Allotm			
12				
13	C J 335 Brown			
14				
15				

Your account stated to date. If error is found return at once.

INTERIM REPORT

DMEA-3256 Idm-E687 (mica) FOX MINE

OPERATOR: Charles L. Brown and Glen C. Rathburn
Burnsville, N. C. Cane River, N. C.

LOCATION: 1/2 mile east of Pigpen Bluff, 4.3 airline miles N 45° E of Burnsville, and 3.8 airline miles N 18° W of Micaville, Yancey County, N. C.

No one was present at the mine during this visit. The shaft contained water and some muck and was not taped. Material examined on the dump indicates that well-defined pegmatite continues to be followed.

At a later time the operator was contacted and stated that freezing weather and previous committments were responsible for no work in the past week. Work is expected to resume sometime during the coming week.

L. E. Shirley

L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

K. H. Teague D. H. Amos

K. H. Teague & D. H. Amos, Geologists
U. S. Geological Survey

December 2, 1954

-104 (Rev.)
1952)

UNITED STATES
PARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

ID ON VOUCHER & SCHEDULE
OF PAYMENTS K-28

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of November 4 195 Docket No. DMEA 3256 Contract Nice IIM-R687
Operator's Name Brown & Rathbone Minerals
Address Burnsville, N. C.
Contract Amount, $ 5820.00 Government Participation: 75 % Amount, $

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting						
Drifting Incline	$400.00	$00.00	$1300.00			
Roads & Trails		$500.00				
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber Junk H & Tool shed		125.00	125.00			
Explosives -mat.		13.00	13.00			
Pipe Powder Mat.		25.00	25.00			
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	$400.00		$1963.00	400.00	1,563.00	1,963.00

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

Date Dec. 7 54 *Payee Brown & Rathbone

Per Chas R Bryan Glenn C. Rathbon Title Partner

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

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

(Instructions on reverse)

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

$ 300.00

Signature Helen R. Miller
(Authorized Certifying Officer)

Date Vou. No. 104

(See other side)

(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. Dm-E687 in accordance with the terms of the contract.

Signature Laurence E. Shirley Title Mining Engr. U.S.B.M. Date Dec. 10, 1954

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lawrence Title EXECUTIVE OFFICER DMEA REGION VII Date DEC 13 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

MF-104A
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of November 1954 Docket No. DMEA 3256 Contract No. IDM E687
Operator's Name Brown & Rathbone Minerals mica
Address Burnsville

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 Incline	ft	$400.00	8	$1300.00	26	$50.00	50	$50.00
Winzes								
Drilling: Core								
Powder Churn Mag.	each	-	-	25.00	1	25.00	1	25.00
Exploder Mag.	each	-	-	13.00	1	13.00	1	13.00
Supply building	each	-	-	125.00	1	125.00	1	125.00
Trenching								
Test Pits								
Roads and Trails	hrs.	-	-	500.00	50	10.00	50	10.00
Total Distributed Costs		$400.00	8	$1963.00				Total Costs Authorized by Contract
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
Total Costs		400.00	8	$1963.00				

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

Date Dec 1 54 Operator Brown & Rathbone

Per Chas. L. Brown / Glenn C. Rathbone Title Partner

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)

Remarks:

(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 872894

OPERATORS' MONTHLY PROGRESS REPORT FOR
THE MONTH OF NOVEMBER, 1954

DEL-E 687

DMEA No. 3256

Work Accomplished

Drilled one (1) round of holes per week, 12 holes per round.

Used five (5) joints powder to each hole, or 60 joints powder.

Three men worked at the rate of $1.90 per hour.

Approximately 75 pounds of mica per round was recovered, and about 5½ to 6 tons feldspar per round, the latter being stockpiled at mine due to inaccessible condition of roads during winter weather.

The material is a 4-ft. vein of pegmatite from which was removed 2-ft. of country rock.

BROWN & RATHBONE

BY Charles L. Brown Partner

BY Glenn C. Rathbone Partner

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

November 19, 1954

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Agreement of Assignment. Idn-E 687, DMEA-3256 (mica)
Brown & Rathburn. Fox Mine, Yancey County, N. C.

Transmitted are three copies of an agreement of assignment of Mr. C. L. Brown's interest in the subject contract and his half interest in the lease of the Fox Mine property.

Please prepare an Assignment, Assignee's Acceptance and Government's Consent as was done on DMEA-3290 (Ruby Mine).

Robert A. Laurence

Robert A. Laurence

DEPARTMENT OF THE INTERIOR
Bureau Mines Administration
RECEIVED
NOV 22 1954

North Carolina
Yancey County

This agreement of assignment made November ,1954, between Charles L. Brown, of the first part, to Glenn C. Rathburn, of the second part, both of the State and County aforesaid:

W I T N E S S E T H

That C. L. Brown, in consideration of the sum of one dollar, and other valuable consideration, receipt whereof is hereby acknowledged, has, and by these presents does convey, assign and deliver to Glenn C. Rathburn his one half interest in and to the Brown-Rathburn partnership entered into for the purpose of mining, and does assign to the said Glenn C. Rathburn his half interest in and to the DMEA contract for exploration assistance, and releases to Glenn C. Rathburn all right to operate the mine where the DMEA contract provides for assistance, it being DMEA contract number 3256, IDME, 687 dated the ____ day of _____, 1954.

And he also conveys his half interest in the lease obtained from the owners of the property whereon the mine is located in Brush Creek Township, known as the Fox Mine.

And he reserves to himself only the right to receive the royalty due him as the owner of an undivided interest in the property whereon the said Fox Mine is located, along with the other owners of undivied interest as the interests are.

And the said Glenn C. Rathburn, by accepting this assignment, binds himself to release the said C. L. Brown from all obligations as a partner with him in the said mining enterprise, and that he will not make any contract, incur any ~~feur~~ fourther obligations in the name of said partnership, and will not use the name of said partnership hereafter in the business, or in conducting his own business, and that he will inform all parties with whom the partnership has been ding any business heretofore, that he has obtained the interest formerly held by C. L. Brown, and is hence forth operating as an individual in the mining of the said Fox Mine, and soley responsible for the contracts and obligations incurred in connection therewith.

In due execution hereof the said C. L. Brown and Glem C. Rathburn have hereunto set their hands and seals on the day first above written.

C. L. Brown (Seal)
C. L. Brown

Glenn C. Rathburn (Seal)
Glenn C. Rathburn

North Carolina
Yancey County

Personally came before me this day C. L. Brown and Glenn C. Rathburn, who each acknowledged the due execution of the foregoing assignment and dissolution of partnership for the purposes therein set forth.

This the 8 day of Nov, 1954.

Sam Angel
Notary Public

my comm exp 4-5-1955

Defense Minerals Administration
RECEIVED
NOV 12 1954

INTERIM REPORT

DMEA-3256 Idm-E687 (mica) FOX MINE

OPERATOR: Charles L. Brown and Glen C. Rathburn
Burnsville, N. C. Cane River, N. C.

LOCATION: 1/2 mile east of Pigpen Bluff, 4.3 airline miles N 45° E of Burnsville and 3.8 airline miles N 18° W of Micaville, Yancey County, N. C.

Incline sinking continues on this contract and is now at 18 feet. Due to severe winter weather the mine was not working on the date of this visit and contained 3 to 4 feet of water. The operator was advised to continue sinking.

No change was noted in the material encountered from dump material examined. It continues to be coarse-grained pegmatite containing varying amounts of muscovite mica. Several hundred pounds of "mine-run" block has been recovered and is now being processed for sale to the Spruce Pine Mica Depot.

The operator states that he will attempt to cut down the cross-sectional dimensions of the shaft and thus expedite shaft sinking. No timbering has been accomplished to date.

L. E. Shirley

L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

K. H. Teague/mg D. H. Amos

K. H. Teague & D. H. Amos, Geologists
U. S. Geological Survey

November 4, 1954

[redacted] 104 (Rev.)
(April 1952)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Budget Bureau No. 42-R1036.5

PAID ON VOUCHER & SCHEDULE OF PAYMENTS No. 28

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of October 4 1954 Docket No. DMEA 3256 Contract No. DMI 3687
Operator's Name Brown & Rathbone Minerals Tungsten
Address Burnsville, N. C.
Contract Amount, $ Government Participation: 75 % Amount, $

ITEMS OF COSTS	FOR OPERATOR'S USE: Monthly Total	Totals Previously Reported	Totals To Date	FOR GOVERNMENT USE ONLY: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent / Short Form } Contracts:						
Drilling						
Bulldozing						
Crosscutting Walnut	400.00	500.00	900.00			
Drifting & Raises		500.00				
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Matls. and Supplies: Milk House shed		125.00	125.00			
Timber Log.		13.00	13.00			
Explosives Powder Log.		25.00	25.00			
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	400.00		1063.00	400.00	1,163.00	1,563.00

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

Date Dec 2 54 *Payee Brown & Rathbone

Per Thos. G. Brown Glenn C. Rathbone Title Partner

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

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

(Instructions on reverse)

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

$ 300.00

Signature Helen R. Mullin (Authorized Certifying Officer)

Date DEC 3 1954 Vou. No. 104

(See other side)

(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. DM-E687 in accordance with the terms of the contract.

Signature Lawrence E. Shirley Title Mining Engr. U.S.B.M. Date Dec. 10, 1954

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lawrence Title EXECUTIVE OFFICER DMEA REGION VII Date DEC 13 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.

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of October 1954 Docket No. DMEA 3256 Contract No. [illegible]-3687

Operator's Name Brown & Bethbone Minerals Misc

Address Kenneville, 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								
Shafts Incline	ft.	400.00	8	900.00	18	50.00	50	50.00
Winzes								
Drilling: Core								
Churn	each	-	-	25.00	1	25.00	1	25.00
Auger	each	-	-	13.00	1	13.00	1	13.00
Stripping	each	-	-	125.00	1	125.00	1	125.00
Trenching								
Test Pits								
Roads and Trails		-	-	300.00	50	10.00	50	10.00
Total Distributed Costs		400.00	8	1563.00				Total Costs Authorized by Contract
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
Total Costs		400.00		1563.00				

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

Date Dec 7 54 Operator Brown & Bethbone

Per Chas L Brown / Glenn C Bethbone Title Partner

Remarks:

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

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

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

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

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

GPO 872894

CONTRACTORS' MONTHLY PROGRESS REPORT
FOR THE MONTH OF OCTOBER, 1954

IDM-E 687

DEMA No. 3256

Work Accomplished

Drilled One (1) round of holes per week, 12 holes per round.

Used Five (5) joints powder to each hole, or 60 joints powder.

Three men worked at the rate of $1.90 per hour.

Approximately 75 pounds of mica per round was recovered, and about 5½ to 6 tons feldspar per round, the latter being stockpiled at mine due to inaccessible condition of roads during winter weather.

The material is a 4-ft. vein of pegmatite from which was removed 2-ft. of country rock.

BROWN & BATTSTONE

BY Glen L. Brown Partner

BY Glenn C. Battstone Partner

INTERIM REPORT

DMEA-3256 Idm-E687 (mica) FOX MINE

RECEIVED
OCT 29 1954

OPERATOR: Charles L. Brown and Glen C. Rathburn
Burnsville, N. C. Cane River, N. C.

LOCATION: 1/2 mile east of Pigpen Bluff, 4.3 airline miles N 45° E of Burnsville, and 3.8 airline miles N 18° W of Micaville, Yancey County, N. C.

Incline sinking continues slowly on this contract and is now at 27.5 feet from the surface. An original opening was 15 feet in depth; progress since starting the contract is 12.5 feet. Sinking will continue to a depth of 50 feet.

Material encountered is coarse-grained pegmatite composed of feldspar, quartz, muscovite mica, and an occasional hornblende gneiss inclusion. The thickness of the body stays fairly constant with an occasional roll in the footwall.

The operator has been advised that he is shooting out too much of the hornblende gneiss footwall and that so much dead work is unnecessary. Suggestions were also made concerning scaling of all loose rock after shooting and the advisability of wearing safety hats while underground.

L. E. Shirley (MA)
L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

K. H. Teague D. H. Amos
K. H. Teague & D. H. Amos, Geologists
U. S. Geological Survey

October 21, 1954

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 18 1954

INTERIM REPORT

DMEA-3256 Idm-E687 (mica) FOX MINE

OPERATOR: Charles L. Brown and Glen C. Rathburn
Burnsville, N. C. Cane River, N. C.

LOCATION: 1/2 mile east of Pigpen Bluff, 4.3 airline miles N 45° E of Burnsville and 3.8 airline miles N 18° W of Micaville, Yancey County, N. C.

Incline sinking continues on this contract and is now at 26 feet from the surface. Sinking will continue to a depth of 50 feet.

Material encountered in recent work is pegmatite composed of feldspar, quartz, and muscovite mica. The distribution and quantity of mica in the body appears to have increased in recent work. A local roll in the pegmatite has placed the footwall in more wall rock, an unweathered hornblende gneiss.

Mr. W. A. Beck, member of the Field Team, Region VII, accompanied the examiners on this visit to the mine.

L. E. Shirley

L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

K. H. Teague D. H. Amos

K. H. Teague & D. H. Amos, Geologists
U. S. Geological Survey

October 7, 1954

Form M[illegible]104 (Rev.)
(April 1952)

Budget Bureau No. 42-R1036.5

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of Sept., 195[illegible] Docket No. DMEA 3256 Contract No. Dem-3687
Operator's Name Brown & Rathbone Minerals Mica
Address Burnsville, N. C.
Contract Amount, $7[illegible]8.00 Government Participation 75% % Amount, $4341.00

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 5000' of Road		$500.00	$500.00			
Crosscutting						
Drifting						
Incline Shaft (10')	500.00	-	500.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental Exploding Mat.		13.00	13.00			
Purchase Powder Mag.		25.00	25.00			
Depreciation						
(5) Initial Rehabilitation and Repairs		125.00	125.00			
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	500.00	663.00	1163.00	500.00	663.00	1163.00

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

Date Sept. 1954 *Payee Brown & Rathbone
Per Glen C. Rathbone Title Partner

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

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

(Instructions on reverse)

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

$375.00

Signature Helen R. Miller
(Authorized Certifying Officer)

Date NOV 23 1954 Vou. No. 84
(See other side)

125.00

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. Tdm-E687 in accordance with the terms of the contract.

Signature Lawrence E. Shirley Title Mining Engr. U.S.B.M. Date Nov. 5, 1954

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Laurence Title EXECUTIVE OFFICER DMEA REGION VII Date NOV 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.

Form MF 104A
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of Sept. 1954 Docket No. DMEA 3256 Contract No. Idm-#687
Operator's Name Brown & Rathbone Minerals Mica
Address Burnsville, 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								
Shafts Moline (10)	ft.	$500.00	10 ft.	$500.00	10 ft.	$50.00	50	$50.00
Winzes								
Drilling Core Hac.	each	-	-	25.00	1	25.00	1	25.00
Explosives mag.	each	-	-	13.00	1	13.00	1	13.00
Auger		-						
Stripping building	each	-	-	125.00	1	125.00	1	125.00
Trenching								
Test Pits								
Roads and Trails	Ftg.	-	-	500.00	50	10.00	50	10.00
TOTAL DISTRIBUTED COSTS		$500.00		$1163.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased				125.00				
Initial Rehabilitation and Repairs				13.10				
New Buildings, Improvements, etc.				25.00				
TOTAL COSTS		$500.00		$1163.00				

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 October 18, 1954 Operator Brown & Rathbone
Glen C. Rathbone
Per Glen C. Rathbone Title Partner
Glen C. Rathbone

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.

REMARKS:

(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 872894

IDM-E 687

OPERATOR'S MONTHLY PROGRESS REPORT
For the Month

October, 1954

MTA No. 3254

Work Accomplished:

Drilled two (2) rounds of holes per week, 12 holes per round.

Used five (5) joints powder to each hole, or 120 joints powder per week.

Three men worked at the rate of $1.00 per hour.

Approximately 150 lbs. mica was recovered per round and about 5½ to 6 tons feldspar per round.

The material is a 3-foot vein of pegmatite from which was removed 3-foot of country rock.

Charles L Browne
Glen C Rathbone

INTERIM REPORT

DMEA-3256 Idm-E687 (mica) FOX MINE

DEPARTMENT OF THE INTERIOR
Bureau of Mines Minerals Administration
RECEIVED
OCT - 4 1954

OPERATOR: Charles L. Brown and Glen C. Rathburn,
Burnsville, N. C. Cane River, N. C.

LOCATION: 1/2 mile east of Pig Pen Bluff, 4.3 airline miles N 45° E of Burnsville, and 3.8 airline miles N 18° W of Micaville, Yancey County, N. C.

Incline sinking continues slowly on this contract and is now at 23 feet from the surface. Sinking will continue in pegmatite to a depth of 50 feet. Material encountered in recent work has not changed and is pegmatite composed of feldspar, quartz and small to medium sized blocks of muscovite mica. The pegmatite is enclosed by hornblende gneiss and strikes N 60° W, with a dip of 69° SW at this point.

Construction of a tool house, bunkhouse, powder magazine, and cap magazine is complete. Instructions were given for location of the magazines and timbering needs along the overhang were discussed during this visit.

L. E. Shirley

L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

K. H. Teague D. H. Amos

K. H. Teague & D. H. Amos, Geologists
U. S. Geological Survey

September 24, 1954

RECEIVED
SEP 20 1954

INTERIM REPORT

DMEA-3256 Idm-E687 (mica) FOX MINE

OPERATOR: Charles L. Brown and Glen C. Rathburn,
Burnsville, N. C. Cane River, N. C.

LOCATION: 1/2 mile east of Pigpen Bluff, 4.3 airline miles N 45° E of Burnsville and 3.8 airline miles N 18° W of Micaville, Yancey County, N. C.

Incline sinking is underway on this contract and is now at 15 feet. An opening about 15 ft. long and 7 ft. wide to the above depth has been made. Material encountered is weathered hornblende gneiss and barren pegmatite.

Equipment on the job at the present consists of a 105 c.f.m. air compressor with drilling accessories, a 2-vehicle hoisting arrangement using conventional straight leg and boom poles as hoisting frame, and assorted hand tools. No magazine construction has been completed up to this visit.

Progress on this contract is satisfactory.

L. E. Shirley
L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

K. H. Teague, D. H. Amos
K. H. Teague & D. H. Amos, Geologists
U. S. Geological Survey

September 9, 1954

45

Form MTF-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.

RECEIVED
SEP 17 1954

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of August 1954 Docket No. DMEA 3256 Contract No. Idm-F687
Operator's Name Brown and Rathburn Minerals Mica
Address Cane River, North Carolina
Contract Amount, $ ~~5788.00~~ Government Participation: ~~7~~ 75 % Amount, $ 4341.00

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 5000' road	500.00		500.00			
Bulldozing						
Crosscutting						
Drifting						
(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	125.00		125.00			
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
Exploder Magazine	13 00		13.00			
Powder "	25 00		25 00			
(8) Contingencies (specify):						
TOTALS	~~683.00~~		663.00	663.00	—	663.00

PAID ON VOUCHER & SCHEDULE OF PAYMENTS No. 13

I certify that the above bill is correct and just and that payment therefor has not been received.
Date August, 1954 *Payee Brown and Rathburn
Per Glenn C. Rathburn Title Partner

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

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

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:
497.25 cr.
~~$475.25~~
Signature Cora A. Piper (Authorized Certifying Officer)
Date SEP 7 1954 Vou. No. 45
(See other side)

1st
8/17 165.75

(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:E687 in accordance with the terms of the contract.

Signature Henry H. Cuno Title Geologist USGS Date Sept. 2, 1954

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lemmons Title EXECUTIVE OFFICER DMEA REGION VII Date SEP 3 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.

SEP 17 195

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of August 1954 Docket No. DMEA 3256 Contract No. Idm E-687

Operator's Name Brown and Rathburn Minerals Mica

Address Cane River, 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								
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails	hours	500.00	50 hrs	500.00	50	$10.00	50	$10.00
TOTAL DISTRIBUTED COSTS		500.00		500.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.		125.00	1	125.00				
Exploder Magazine		13.00	1	13.00				
Powder		25.00	1	25.00				
TOTAL COSTS		663.00		663.00				

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 August 1954 Operator Brown and Rathburn

Per Charles L. Brown / Glenn C. Rathburn Title Partner

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.

REMARKS:

(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

Cane River, North Carolina
August 30,1954

NARRATIVE REPORT

OPERATORS
MONTHLY PROGRESS REPORT
for the
Month of August, 1954

Date Work began 17-8-54
DMEA no. 3256
Idm E 687

This job was started on the above date and the following work was completed.

Road has been completed to the mine. Tool house has been completed. Powder and cap magazine has been completed and the entire area cleaned off.

Charles L Bowen
Glenn Rathbun
Partner

INTERIM REPORT

DMEA-3256, Idm-E 687. FOX MINE
(mica)

Operator: Charles Brown, Burnsville, N. C., and Glen Rathburn, Cane River, N.C.

Location: One-half mile east of Pigpen Bluff; 4.3 airline miles N. 45° E of Burnsville, N. C. in Yancey County and 3.8 airline miles N. 18° W. of Micaville, Yancey County, N.C.

Work began on this contract on August 11, 1954. An access road about 3000 feet in length was bulldozed and a conbimation tool-house-bunkhouse has been constructed.

Progress on this contract is satisfactory.

Examined: Aug. 26 1954

K. H. Teague D. H. Amos
K. H. Teague and D. H. Amos, Geologists
U. S. Geological Survey

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

August 10, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Acting Executive Officer, DMEA - Region VII

Subject: Signed Contract - DMEA-3256, Idm-E687 Brown & Rathburn (mica) Yancey County, N. C.

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

Wm. A. Beck

Wm. A. Beck

(Docketed Slctr & JD 8-12-54)

MF-500

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Docket No. DMEA-3256

REFERENCE SLIP

DATE 8-17-54

REFERRED TO:

1. ~~Mr. Parriott~~
2. ~~Solicitor's Docket Rm.~~
3. Mr. Houk, Rm. 4637
4.

FOR:

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

REMARKS: Papers involving a minor checked by Mr. HCRubin and found to be OK.

Check (X) before the items needing attention.

GPO 16—63815-1

JLHofflund (ep)
Initials of sender.

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

August 6, 1954

Memorandum

To: Operating Committee, D M E A - Region VII

From: Executive Officer, D M E A- Region VII

Subject: DMEA-3256, Idm-E 687 (mica) Fox Mine, Y ancey County, N. C.
Charles L. Brown and Glen C. Rathburn, Partners

Enclosed is a letter from R. W. Wilson, attorney, and papers appointing George A. Brown to execute the Owner's Consent to Lien on behalf of Andrew E. Brown, a minor. If any additional information is needed, please advise me.

The executed contract will be sent to you as soon as we receive the signed original from the Operator.

Robert A Laurence

Robert A. Laurence

Burnsville, N. C.,
August 3, 1954.

Mr. Robert A. Laurence,
Executive Officer,
DMEA- Gegion VII,
Room 1β, Post Office Building,
Knoxville, Tennessee:

Dear Sir:

When Mr. Charles L. Brown and Glenn C. Rathburn were ready to sign the papers for the Exploration advancement, it developped that after ~~Andrew~~ William Andrew Brown had executed the lease, he had died. He willed his one fourth interest in the property leased to his two nephews, Robert Brown and Andrew E. Brown. Robert Brown is of age and has fined the papers in his own right, and Andrew E. Brown, is till a minor.

Consequently we had to institute a special proceeding for Andrew E. Brown, and have a commissioner appointed authorized to execute the consent to the lien on behalf of said minor.

Inclosed here is a certified copy of the application for appointment of next friend, order appointing George A. Brown as such next friend, the petition for authority to execute the papers, the order authorizing the execution, the commissioner's report, the order of confirmation by the Clerk, and the order of the Superior Court Judge confirming the the order of the Clerk, all as provided by statute in North Carolina.

We trust this is satisfactory to you, and meets your requirements in this matter.

Being confronted with the necessity of instituting this special proceeding accounts for the delay in getting this signed and returned.

Yours very truly,
R. W. Wilson
R. W. Wilson, Atty.

RECEIVED
AUG 5 - 1954
U. S. Geological Survey
Geologic Division
Knoxville, Tenn.

Rutin
8/17/54

North Carolina
Yancey County

In Superior Court
Before the Clerk

In re the Estate of
Andrew E. Brown, a minor,
George A. Brown, Next Friend.

Certifcate

This is to certify that the attached 6 type written pages with written signatures is a true and complete copy of a special proceeding on behalf of Andrew E.Brown, a minor, for authority to sign a consent to lien on his interest in the property leased by Charles L. Brown and Glenn C. Rathburn for mining purposes.

It is further certified that W. Andrew Brown is deceased and left a will devising a one eighth undivided interest in said property Andrew E. Brown, which will is duly probated dnd recorded in my office in the recoord of wills for Yancey County, North Carolina.

This August 3, 1954.

Clerk Superior Court of Yancey County.

North Carolina
Yancey County

In Superior Court
Before the Clerk

In re the estate of
Andrew E. Brown, Minor.

Application for appointment of Next Friend.

To the Clerk of the Superior Court of Yancey County, your undersinged petitioner shows and petitions:

1.

That he is an uncle of Andrew E. Brown, who is a minor at this time.

2.

That his said nephew Andrew E. Brown as a legatee in the Will of W. A. (William Andrew Brown) Brown owns a one eighth interest, undivided, and as a tenant in common with Charles L. Brown, Alice S. Byrd and others, in a tract of mineral interest in land described in a lease from Charles L. Brown and wife, and Alice S. Byrd, and W.A. Brown, to Charles L. Brown and Glenn C. Rathburn.

3. That the

That the sole value of the mineral interest is the mineral, and that the lessees above named are preparing to explore the mineral veins on the land, and for that purpose are procuring financial assistance for the Government agencen Defense Mineral Exploration Administration, and for such prupose it is necessary that a lien be signed and executed on the land securing the re-payment of the funds borrowed, along with the other owners and tenants in common with said minor.

4.

That said minor has no general or testamentary guardian, and came into the ownership of the said one eighth interest in said land as legatee named in the will of his Uncle, W. Andrew Brown, who is now dead and the will duly probated and recorded.

5.

That to consummate the execution of the lien it is necessary that a special proceeding be instituted on behalf of said minor, and a next friend be appointed for that purpose.

Therefore your petitioner prays the court that some suitable and discrete person be appointed as next friend to said minor, and authorized to represent his interest, in this behalf, as provided by law in such cases.

R.W. Wilson
Attorney for Petitioner.

North Carolina
Yancey County

G. A. Brown, being duly sworn, says that he has read the foregoing petition, and that the same is true of his own knowledge except as to matters therein stated on information and belief, and as to those he believes it to be true.

Guy A Brown

Subscribed and sworn to before me this July 29, 1954.

Gordon Gibbs
Clerk Superior Court

North Carolina
Yancey County

In Superior Court
Before the Clerk.

In re the estate of
Andrew L. Brown, a minor:

Order of appointment of next friend.

It appearing to the court upon the verified petition of W.A. Brown, an uncle of Andrew L. Brown, that said Andrew L. Brown is a minor without general or testamentary guardian.

That said minor owns an interest in mineral interest in land in Yancey County, and that the other tenants in common with him are executing on their own behalf a lien to the United States Government on said land for funds to explore the minerals on said land as is provided by the Defense Minerals Exploration Administration, and that it is necessary that a special proceeding be instituted authorizing a commissioner to execute such lien on behalf of said minor, as prescribed by law in such cases. And it is found that such appointment, and such a special proceeding, is for the best interest of said minor.

And it is further found by the court that W. A. Brown is a near relative to said minor. That he has no interest in the estate of this ward, and has no interest, financial or otherwise, adverse to said minor's interest, and that he is reputable, discreet and responsible person, as being well known the undersigned Clerk.

It is thereupon considered, ordered and adjudge that W.A. Brown, be, and he is, hereby appointed next friend to said Andrew L. Brown, and authorized to institute such a special proceeding.

This the 29, 1954.

W. Grof Gill
Clerk Superior Court

North Carolina
Yancey County

In Superior Court
Before the Clerk

In re the Estate of
Andrew E. Brown, a minor:
by G.A. Brown, his next
friend:

Petition to execute
lien on Andrew Brown's
Real Property.

To the Clerk of the Superior Court of Yancey County, your petitioner respectfully shows, and petitions:

1.

That Andrew E. Brown is a minor now 20 years of age and is the armed services of the United States, located at present at Charleston, S. C.

2.

That your petitioner upon due application, and sufficient findings by the court, has been appointed next friend to said Andrew E. Brown:

3.

That andrew E. Brown, as legatee under the will of W. A. Brown, who is now deceased, is the owner of a one eighty of the mineral interest and lands herein described, undivided, and as a tenant in commonw with Charles L. Brown, Alice S. Byrd, and others, all other tenants in common being sui juris.

4.

That all the other tenants in common are now entering to a lease and executing a lien on the hereinafter described property to the Defense Minerals Exploration Administration, to obtain money to explore and prospect the mineral on said land, and that it is necessary that some competent agent or commissioner of Court be appointed to execute said lien on behalf of the Minor, Andrew E. Brown.

5.

That the land wherein the mineral and land is pledged by lien to said Government Agency to secure the funds for the exploration of sale is located in North Carolina, in Yancey County, in ~~Brush Creek Township~~, and being a portion of the tract leased by W. A. Brown, testator to Andrew E. Brown, in testator's life time, to C. L. Brown and Glenn C. Rathburn, and located 4.3 air line miles N. 45 E. from Burnsville N. C., and 3.8 air line miles N. 18 W. from Micaville, N. C., and described as follows:

Beginning on a stake located on the property of Charles L. Brown Alice S. Byrd, and W. A. Brown (Testator to Minor) 200 feet S. 36 W. from center of excavated shaft of the Fox Mine and runs thence through said property N. 54 W. 400 feet to a stake in said property; thence N. 36 E. 600 feet to a stake in said property; thence S. 54 E. 1754 feet to a stake in a line fence of James Riddle; thence due south up the hill with said Riddle old line 746 feet to a stake in the line of said property; thence N. 54 W. 1794 feet to the beginning, containing 26.2 acres more or less.

6.

That the amount of the lien on said minors interest required by said Government Agency is in dollars the sum of $42.63, which by the terms of the contract with said agence is to be repaid by applying percentages of the production of the mine over a

period of 10 years in the event the mine produces sufficient royalty on a set up schedule percentages in said contract, and if it fail to produce any royalties on such schedule the debt and lien becomes void, and if the mine fails to pay sufficient to discharge the lien in 10 yearsfrom date the balance of the debt is discharged and the lien discharged, leaving the property still belonging to said minor free from the lien.

7.

That your petitioner thinks it is for the interest of said minor that he be allowed to execute such lien, and that he is furnishing proof of same by affidavits.

Wherefore your petitioner prays the court that an order be made authorizing the execution of said lien, and appointing a commissioner of Court to execute same, and that such action be duely confirmed.

R.W. Wilson
Attorney for Petitioner

North Carolina,
Yancey County,

G. A. Brown, being duly sworn, says that he has read the foregoing petition, and that the same is true of his own knowledge, except as to matters therein stated on information and belief, and as to those he believes it to be true.

Geo A Brown

Subscribed and sworn to before me this the 29 day of July, 1954.

J. R. Gill
Clerk Superior Court

[illegible]
[illegible] County

In Chancery Court
Before the Clerk

[illegible] the counties of
[illegible] in Brown, a minor,
of [illegible] Grand, [illegible]
[illegible]

In Lawsuit

Robert Wilson and Bill Wheeler,

[illegible] being duly sworn, state that he is a citizen, resident, and taxpayer of Yancey County, N. C., and that he is acquainted with the property, especially the mineral interests and exact location, described in the petition in this cause, and knows the value thereof to the best satisfaction, and that [illegible] is a fair, fair and adequate market value thereof in the present condition, and that it is [illegible] to the interests of said minor [illegible] and that [illegible] to dispose of the said minor's interest for that amount for the reason of developing [illegible], the property.

[illegible] to any party interested in the property, [illegible] to the petition filed in this cause, [illegible], or any financial or other pecuniary [illegible] of the said [illegible], or upon the part of the minor.

(s) Robert Wilson

(s) Bill Wheeler

[illegible] and subscribed [illegible] this [illegible] day of [illegible]

(s) [illegible]
Clerk Superior Court

North Carolina
Yancey County

In Superior Court
Before the Clerk

In re the estate of
Andrew L. Brown, a minor,
by T. A. Brown, his next
friend

Order.

It appearing to the court on the verified petition, and upon satisfactory information, that the petitioner in this cause is entitled to the relief, sought, to-wit, an order authorizing the execution of lien upon lands of said minor for the purposes of obtaining money to explore the mineral prospects on his lands, and it further appearing that he owns only a one eighth undivided interest in said lands, and that his tenants in common, adult persons are executing similar liens on said land to the extent of their several interests, and that it is to the interest of said minor that his undivided interest be developed along with all the other interests, and that said mineral interest is not capable of physical partition, and that if developed at all it is necessary that it be developed along with the other interests therein:

And it appearing upon the affidavits of two freeholders that the amount of the lien is the full value of the property in its present condition, and that the amount to be obtained is sufficient to pay a full purchase price of such interest if upon sale at this time:

And due inquiry having been made, and due consideration to the value of the interest of said minor in the property described, and the relation to the parties, the government, and the defense of the country, the Court finds that it is for the interest of said minor that the lien be executed in his behalf:

It is therefore considered, ordered and adjudged, that a lien as required by the Defense Mineral Exploration Administration be executed on behalf of Andrew L. Brown:

And that T. A. Brown is found to be a proper and desirable person to execute said lien, and that he has no interest financial or otherwise in this proceeding or the lien to be executed, or the funds to be derived from same, it is ordered that he be, and he hereby appointed commissioner and is directed to execute said lien on behalf said minor, and report his proceedings to this court.

Made this July 29, 1942

(s) Fred Roberts
Clerk Superior Court

North Carolina
Yancey County

In Superior Court
Before the Clerk.

In re the estate of
Andrew L. Brown, a minor,
G. A. Brown, Next Friend

Report

To the Clerk of the Superior Court of Yancey County:
Your Federal Land Commissioner reports:
That on this ____ day of ~~June~~ July, 1934, in pursuance of a Superior Court order, I did on behalf of Andrew L. Brown, as commissioner, execute the lien in favor of the U. S. Government, as required by the Defense Mortgage Application for Administration.
And our commissioner recommends that this report be confirmed;

This July 19, 1934.

(S) George A. Brown
Commissioner

North Carolina
Yancey County

In Superior Court
Before the Clerk.

In re the estate of Andrew L.
Brown, a minor, G. A. Brown,
Next Friend.

Order of Confirmation

This cause coming on for hearing before the Clerk on the report of the commissioner, and it appearing to the Court at said proceeding, in regular term, that the consideration has been given to the rights and interest of the minor Andrew L. Brown, and that it is to the interest of said minor that the report be confirmed:
It is ordered and adjudged that this report be and it is hereby in all respects confirmed.

This July 29, 1933.

(S) Fred Proffitt
Clerk Superior Court

North Carolina
Yancey County

In Superior Court
Before the Judge

In re the estate of Andrew L. Brown,
a minor, G. A. Brown, Next Friend.

Order of Confirmation

This cause coming on for hearing at chambers upon order of Fred Proffitt, Clerk Superior Court of Yancey County, it is ordered and adjudged that the order of said Clerk be and it is hereby in all respects confirmed.

This July 31, 1933.

(S) J. M. Pless
Resident Judge of 10th
Judicial District.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1 POST OFFICE BLDG.
WASHINGTON 25, D. C.
KNOXVILLE 2, TENN.

August 6, 1954

Mr. R. W. Wilson, Attorney

Burnsville, North Carolina

Re: DMEA-3256, Idm-E 687 (mica)
Chas. L. Brown & Glen C. Rathburn
Fox Mine, Yancey Co., N. C.

Dear Mr. Wilson:

The five copies of the subject contract have been received. However, Messrs. Brown and Rathburn failed to sign the original, which is enclosed herewith. Will you please have them sign it and return it to me as soon as possible?

The various papers relating to appointment of George A. Brown as a commissioner authorized to act on behalf of Andrew E. Brown were also received, and are being forwarded to our Washington office. They appear to me to be adequate for the purpose.

Very truly yours,

Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION VII

RAL/zm
cc:
Beck
Lynch
Files

FILE COPY

Anderson
Hardy
Selfridge
Johnson

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

JUL 22 1954

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

Subject: Docket No. DMEA-3256 - Mica
Brown and Rathburn
Fox Mine
Yancey County, North Carolina

Dear Mr. Laurence:

Please find herewith the original and five copies of a contract covering the subject exploration project which have been signed by the Government with register number and effective date as shown. They are subject to the attachment of a new Owner's Consent to Lien by the owner, executed on Form MF-203 (Revised July 1, 1954). A copy of memorandum from the Legal Division is enclosed.

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

After execution of the contract, the copies are to be distributed in the usual manner. Copies of memoranda from the Geological Survey, dated June 2, 1954, and from the Bureau of Mines, dated June 16, 1954, are enclosed.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (24B)

Approved:

J. H. Hedges (24B)
Member, Bureau of Mines

T. P. Thayer (24B)
Member, Geological Survey

Enclosures 11

WCAnderson:ag 7/20/54
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3061
Mr. Larrabee, 5216
Mr. Houk

R.L.G.

DMEA
File Copy
Surname

Rubin
Houk

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

July 15, 1954

Memorandum

To: The Administrator, DMEA
Through: Mr. L. G. Houk

From: Acting Assistant Solicitor, Defense Minerals

Subject: Charles L. Brown and Glenn C. Rathburn, partners (Mica) Docket No. DMEA-3256

Attached is a contract covering the above-described project in satisfactory legal form for execution, subject to the attachment of Owner's Consent to Lien on the latest revised form.

J. L. Hofflund

J. L Hofflund
Acting Assistant Solicitor
Defense Minerals

Attachments

HCRubin:lm - 7-15-54

Copies to: Solicitor's Docket
DMEA Docket
Mr. Houk (2)
Mr. Hofflund
Mr. Rubin
Chron.

R.C.G.

R. W. WILSON
LAWYER
BURNSVILLE, N. C.

June 29, 1954

DMEA Washington D. C. 25.

Re Docket No 3256
Brown and Rathhburn
Fox Mine
Yancey County, North Carolina

Gentlemen:

Replying to your letter of June 22, 1954, relative to description of land whereon the Fox Mine is located, we have had a survey and plat made of a portion of the 90 acre tract which includeds the Fox mine, and covers all of the 90 acre tract where there is any outcroping or indication of mica, and running out to the James Riddle mine where there is an existing road furnishing ingress and egress to the mine.

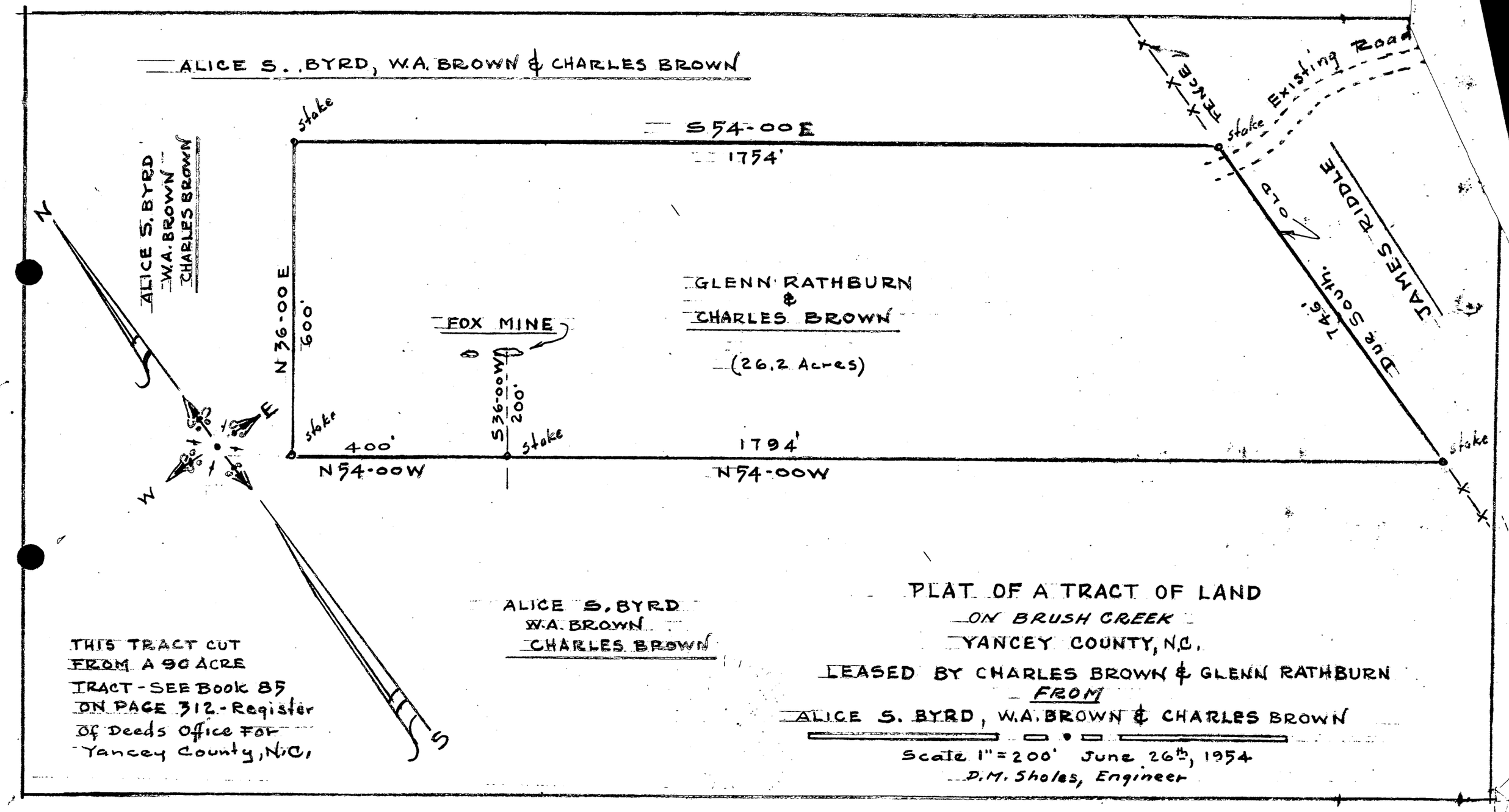
We trust this description is suffient and satisfactory. We thought there is no reason to survey the entire tract of 90 acres, since the mine is on a small portion of it.

We are willing to have the petition processed under the new Government participation rate of 75 percent.

Yours very truly,

Brown and Rathburn

By Charles L Brown


ALICE S. BYRD, W.A. BROWN & CHARLES BROWN
stake
S 54-00 E
1754'
stake
Existing Road
FENCE
ALICE S. BYRD
W.A. BROWN
CHARLES BROWN
N 36-00 E
600'
GLENN RATHBURN
&
CHARLES BROWN
(26.2 Acres)
FOX MINE
S 36-00 W
200'
stake
400'
N 54-00 W
stake
1794'
N 54-00 W
stake
Old
Due South.
746'
JAMES RIDDLE
N
E
W
S
ALICE S. BYRD
W.A. BROWN
CHARLES BROWN
THIS TRACT CUT
FROM A 90 ACRE
TRACT - SEE Book 85
ON PAGE 312 - Register
Of Deeds Office For
Yancey County, N.C.
PLAT OF A TRACT OF LAND
ON BRUSH CREEK
YANCEY COUNTY, N.C.
LEASED BY CHARLES BROWN & GLENN RATHBURN
FROM
ALICE S. BYRD, W.A. BROWN & CHARLES BROWN
Scale 1" = 200' June 26th, 1954
D.M. Sholes, Engineer

Description of Property Under
Lease by Charles L. Brown and Glenn Rathburn
Located on 90 Acre Tract owned by Charles L.
Brown, Alice S. Byrd and W. A. Brown.

Beginning on a stake located in the property of Charles L. Brown, Alice S. Byrd and W. A. Brown 200 feet S. 36:00 W. from the center of the excavated shaft known as the Fox Mine and runs thence through said property N. 54 W. 400 feet to a stake in said property; thence N. 36:00 E. 600 feet to a stake in said property; thence S. 54:00 E. 1754 feet to a stake in ~~the gap of~~ line and fence of James Riddle; thence due south up the hill with said Riddle's old line 746 feet to stake in the line of said property; thence N. 54 W. 1794 feet to the beginning, containing 26.2 acres more or less.

This property described includes all the known mineral or mineral outcropping on the said 90 acre tract belonging to Charles L. Brown, Alice S. Byrd and W. A. Brown, with access to road leading from highway into the mine.

This June 28, 1954.

D M Sholes

D. M. Sholes, Engineer.

Description of Property Lease
[illegible] by Charles L. Brown and Glenn Rathbun
[illegible] on 90 acre tract owned by Charles L.
[illegible] Alice L. Ryd and W. L. Brown.

[illegible] on a stake located in the property of
[illegible] Alice L. Ryd and W. L. Brown 100 feet
[illegible] of the excavated shaft known
[illegible] through said property
[illegible] 100 feet to a stake in said property; thence
[illegible] 500 feet to a stake in said property; thence
[illegible] 175 feet to a stake in ~~the~~ line and fence
[illegible] miles; thence [illegible] said
[illegible] line 100 feet to stake in the line of said
property; thence [illegible] 175 feet to the [illegible]
containing [illegible] acres more or less.

[illegible] mineral or
[illegible] to
[illegible] W. L. Brown [illegible]
[illegible] any [illegible]

[illegible] 19[illegible].

DM Sholes
[illegible] Sholes [illegible]

Description of property under
lease by Charles L. Brown and Alice Sutherland
located on 90 Acre Tract owned by Charles L.
Brown, Alice S. Byrd and R. A. Brown.

[illegible] on a [illegible] in the [illegible]
[illegible] Alice S. Byrd and R. A. Brown 200 feet
[illegible] N. [illegible] the center of the excavated [illegible] known
as the [illegible] and [illegible] through said property
[illegible] said property thence
N. [illegible] 670 feet to a stake in said property; thence
[illegible] 1/2 feet to a stake in [illegible] line and fence
of [illegible] lot; thence [illegible] up the hill with said
[illegible] line 75 feet to a stake in the line of said
property; thence N. [illegible] 1/2 feet to the beginning
[illegible] containing [illegible] acres.

[illegible] containing [illegible] acres all [illegible] or
[illegible] on the [illegible] tract belonging to
Charles L. Brown, Alice S. Byrd and R. A. Brown, with
[illegible] feet [illegible] from the [illegible] line.

[illegible] 1926.

Don Sholes

[illegible] Sholes, [illegible].

Description of Property Under
Lease by Charles L. Brown and Glenn Rathburn
Located on 90 Acre Tract owned by Charles L.
Brown, Alice S. Byrd and W. A. Brown.

Beginning on a stake located in the property of Charles L. Brown, Alice S. Byrd and W. A. Brown 200 feet S. 36;00 W. from the center of the excavated shaft known as the Fox Mine and runs thence through said property N. 54 W. 400 feet to a stake in said property; thence N. 36:00 E. 600 feet to a stake in said property; thence S. 54:00 E. 1754 feet to a stake in ~~the gap of~~ line and fence of James Riddle; thence due south up the hill with said Riddle's old line 746 feet to stake in the line of said property; thence N. 54 W. 1794 feet to the beginning, containing 26.2 acres more or less.

This property described includes all the known mineral or mineral outcropping on the said 90 acre tract belonging to Charles L. Brown, Alice S. Byrd and W. A. Brown, with access to road leading from highway into the mine.

This June 28, 1954.

D.M. Sholes

D. M. Sholes, Engineer.

Description of Property Under
Lease by Charles L. Brown and Glenn Rathburn
Located on 90 Acre Tract owned by Charles L.
Brown, Alice S. Byrd and W. A. Brown.

Beginning on a stake located in the property of Charles L. Brown, Alice S. Byrd and W. A. Brown 200 feet S. 36;00 W. from the center of the excavated shaft known as the Fox Mine and runs thence through said property N. 54 W. 400 feet to a stake in said property; thence N. 36;00 E. 600 feet to a stake in said property; thence S. 54;00 E. 1754 feet to a stake in the gap of line and fence of James Riddle; thence due south up the hill with said Riddle's old line 746 feet to stake in the line of said property; thence N. 54 W. 1794 feet to the beginning, containing 26.2 acres more or less.

This property described includes all the known mineral or mineral outcropping on the said 90 acre tract belonging to Charles L. Brown, Alice S. Byrd and W. W. Brown, with access to road leading from highway into the mine.

This June 28, 1954.

D M Sholes

D. M. Sholes, Engineer.

Description of Property Under
Lease by Charles L. Brown and Glenn Rathburn
Located on 90 Acre Tract owned by Charles L.
Brown, Alice S. Byrd and W. A. Brown.

Beginning on a stake located in the property of Charles L. Brown, Alice S. Byrd and W. A. Brown 200 feet S. 36;00 W. from the center of the excavated shaft known as the Fox Mine and runs thence through said property N. 54 W. 400 feet to a stake in said property; thence N. 36:00 E. 600 feet to a stake in said property; thence S. 54:00 E. 1754 feet to a stake in ~~the gap of~~ line and fence of James Riddle; thence due south up the hill with said Riddle's old line 746 feet to stake in the line of said property; thence N. 54 W. 1794 feet to the beginning, containing 26.2 acres more or less.

This property described includes all the known mineral or mineral outcropping on the said 90 acre tract belonging to Charles L. Brown, Alice S. Byrd and W. A. Brown, with access to road leading from highway into the mine.

This June 28, 1954.

D M Sholes

D. M. Sholes, Engineer.

DOCKET FILE
Surname:
Anderson
Mathews

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

JUN 22 1954

Brown and Rathburn

Burnsville, North Carolina

Re: Docket No. DMEA-3256 - Mica
Brown and Rathburn
Fox Mine
Yancey County, North Carolina

Gentlemen:

Reference is made to your application for exploration assistance at the subject property.

Before we can continue with the processing of your application we must have a better description of the property. The metes and bounds description of the property as written in the lease does not describe a closed traverse. Please forward a legal description that gives the bounding bearings and distances, and the total acreage. A property map, if available, showing relationship of mine to boundary lines would be helpful.

At the same time please indicate if you are willing to have your application processed under the new Government participation rate which is 75 percent of the approved cost.

Your application will receive prompt attention upon receipt of the above data.

Sincerely yours,

SIGNED
Lawrence G. Houk, Chief
Nonmetallic Minerals Division

WCAnderson:gad 6/21/54
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Mr. Dietrich, 3061
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C.J.

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

June 16, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Acting Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3256 (mica)

Applicant: Charles Brown and Glenn Rathborn

Name and Location of Property: Fox Mine
Yancey County, North Carolina

Date of Field Team Report: May 21, 1954

Date Rec'd. by Ceramic & Fertilizer Materials Br.: June 3, 1954

Field Team Recommendation:

1. Approval of exploration program, on a unit-cost basis, in the amount of $5,950.

Comments:

1. A mica-bearing pegmatite ranging from 3.5 to 5 feet wide is exposed in two places.
2. The pegmatite has not been mined below a drift of 20 feet.
3. The mica is free splitting and of strategic quality.
4. The proposed method of exploration is consistent with good engineering practice.

Recommendation:

I concur in the field team's recommendation for an exploration project in the amount of $5,950, on the basis of the possibility of discovery of strategic grade mica.

Donald R Irving
Donald R. Irving

Subject: Docket No. DMEA-3256

Dear Mr. Laurence:

Reference is made to the examination report on the subject property. The costs for explosives and caps of $7.50 per foot seems high on the shaft sinking. In the drifting the explosive costs of $5.00 per foot also seems high. ~~In~~ The rental cost of $8.70 for shaft sinking and $5.80 for drifting could be reduced somewhat by working two shifts. Is a bunkhouse justified in this case for approximately 3 months work. ~~in~~ The mine area does not appear to be isolated.

~~Is Bunkhouse justified in this instance?~~

3354

Not sent
Letter on costs sent

DEFENSE MINERALS ADMINISTRATION

97023

PRODUCTION EXPANSION DIVISION

PROCUREMENT APPLICATIONS

Name of Company and Address _____

Name of Mine and Location _____

Docket No. DMA - _____ Date received by P.E.D. _____

Metals or Minerals involved _____

Length of Contract (preproduction plus production) _____

Amount of Metals or Minerals in tons, units or pounds _____

Floor price or Guaranteed price and whether or not escalated _____

Maximum Government Commitment _____

Comments on Contract: _____

_____

_____

_____

_____

_____

Date sent to Legal Division _____

Date of Recommendation to D.P.A. for Certification _____

Date Certification sent to G.S.A. by D.P.A. _____

Date signed into Contract by G.S.A. _____

Additional Remarks: _____

_____

_____

_____

_____

NOTE: If application is denied, or if it is recommended for change into exploration, etc., please state under additional remarks.

Interior—Duplicating Section, Washington, D. C.

Signed _____

IN REPLY REFER TO:

G-MD-CNM

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUN 4 1954

June 2, 1954

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-3256 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: Charles Brown and Glenn Rathborn, Cane River, N. C.
Name of property: Fox Mine.
Location of property: Yancey County, N. C.
Date of Field Team Report: May 25, 1954.
Authorship of Field Team Report: K. H. Teague and L. E. Shirley.
Field Team's recommendation:

50 hrs. bulldozing road.
Buildings.
50' incline.
75' drift and/or crosscut.

Total: $5,950

Comments:

Good quality mica, in economic quantity.

ACTION RECOMMENDED:

Follow Field Team's recommendation.

D. M. Larrabee

D. M. Larrabee

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D. C.~~
KNOXVILLE 2, TENN.
May 27, 1951

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, Region VII

Subject: Field Examination Report - DMEA-3256 (mica) Fox Mine
Yancey County, N. C.

Enclosed herewith are four copies of the subject examination report and six extra copies of the map.

We agree with the examiners' conclusions, and recommend approval of a contract providing for the following work on a unit-cost basis:

Road construction; 50 hrs. bulldozing @ $10/hr.	$500.00
Tool house-bunkhouse	250.00
Powder Magazine	50.00
Exploder "	25.00
Incline, 50 ft. @ $50/ft.	2,500.00
Drift and/or crosscut, 75 ft. @ $35/ft.	2,625.00
	$ 5,950.00

Robert A. Laurence
Robert A. Laurence

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

7.7. $5865

UNITED STATES
DEPARTMENT OF THE INTERIOR

7/21/54

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

ON

DMEA#3256, FOX MINE (mica)
Yancey County, N. C.

BY

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

Lawrence E. Shirley, Mining Engineer
U. S. Bureau of Mines

May 25, 1954

On-Site Exam Rpt

FIELD EXAMINATION REPORT
ON
DMEA-3256, FOX MINE (mica)

Applicant: Charles Brown, Burnsville, N. C. and Glenn Rathborn, Cane River, N.C.

This pegmatite has been worked for both feldspar and mica. It is near, and similar to, the Green Mountain pegmatite which has been a substantial producer of strategic mica. The mica in this deposit is of excellent quality, although small. In area of proposed work, the pegmatite has been mined to a depth of only 20 feet. The deposit appears to offer good possibilities for the discovery of a worthwhile mica deposit. Exploration assistance is recommended. This is not the Fox Mine on which there is a U. S. Geological Survey manuscript report.

The deposit was visited on March 25, 1954. At that time no pegmatite exposure was available for inspection as a recent cave had covered the exposures. The applicants agreed to clean out the 20-foot pit which exposed the pegmatite. The deposit was re-examined May 21, 1954. Messrs. Charles L. Brown and Glenn Rathborn accompanied the examiners on both inspections which required five hours.

The Fox Mine is one-half mile east of Pigpen Bluff, 4.3 airline miles N. 45o E. of Burnsville, and 3.8 airline miles N. 18° W. of Micaville, Yancey County, North Carolina. Access is by a black-top road north from Micaville to Dobag Creek, thence up a gravel road to Dobag Gap. approximately 1000 yards of access road will be required from Dobag Gap to the mine. After construction of the access road, the mine will be accessible at all times by jeep.

Both applicants have had mining experience. Mr. Rathborn has worked in metal and non-metal mines off and on for about 20 years. They are both competent to conduct the proposed exploration.

The applicants hold the property under lease. Also Mr. Brown owns 1/4 interest in the mineral rights. Area covered by the lease is adequate for the proposed project.

The mine is on a gentle hillside at an elevation of about 3500 feet. There are no buildings or surface facilities. Workings consist of a caved open cut about 80 feet long at the northwest end, and a caved south trending crosscutting adit which is about 100 feet long and 35 feet lower than the pegmatite outcrop, a bench-like cut 80 feet long extending southeast from the head of the open cut from which a 20-foot inclined pit has been sunk, and several shallow pits located 40 feet southeast of the bench cut.

Pegmatite is presently exposed at two places - at the southeast end of the 80-foot open cut and in the 20-foot incline. Where exposed it varies in thickness from 3.5 to 5 feet, strikes N. 60° W., and dips 55° SW.

It crosscuts the hornblende gneiss wall rock which strikes N65° E. and dips 60° S E. "Rolls" exposed in the hanging wall rake parallel to the dip of the enclosing rock, that is, 60° SE. One flat-lying fault with a displacement of about 12 inches crosses the pegmatite in the 20-foot incline.

The pegmatite is unweathered and contains plagioclase (probably albite), perthite, small scattered quartz, and muscovite. It appears to be unzoned, although there is a suggestion that more mica is concentrated near the central part than elsewhere. The mica is generally less than 6 inches in diameter, brown to reddish brown in color, hard, clear, free splitting and of strategic quality. It is estimated that the pegmatite contains 3 percent book mica.

History of past operation is not known. It is reported that a limited amount of work was done near the end of World War II, but most of the work was done during World War I. Production is unknown.

Necessary supplies, labor, and equipment are available locally.

The applicants' proposal is more elaborate than is justified. It is recommended that approximately 3,000 feet of access road be constructed, toolhouse and magazines built, 50 feet of incline (about - 60°) be sunk on the pegmatite, and 75 feet of level be driven from the incline. This work would adequately explore the pegmatite. Both applicants are in agreement with this proposal.

Estimated Cost:

3000 feet access road	
Bulldozer 50 hrs. @ $10/hr.	$500.00
Toolhouse - bunkhouse (10' x 20')	250.00
Powder magazine	50.00
Exploder Magazine	25.00
Incline (50 ft.)(to have partitioned manway)	1.7 lakh
Labor and Supervision: (30 shifts)	
1- Miner - foreman @ $1.50.hr.	360.00
1- Hoistman @ $1.25/hr.	300.00
2 - Laborers @ $1/hr.	480.00
	1140 00
Operating Materials & Supplies:	
Timber, 2000 b.f. @ $70/M	140.00
Explosives and Caps	375.00
Gasoline and oil	200.00
Drill steel	100.00
Small tools	100.00
Operating Equipment:	

Rental		
Compressor, pump, hammer @ $240/mo.	$360.00	
Hoist @ $50/Mo.	75.00	
Miscellaneous:		
Ins. Soc. Security, repairs, etc.	150.00	$2,640.00

Drift (75 ft.)(30 shifts)

Labor and Supervision:		
1-miner-foreman @ $1.50/hr.	360.00	
1-Hoistman @ $1.25/hr.	300.00	
2-Laborers @ $1/hr.	480.00	
Operating Materials and Supplies:		
Explosives and caps	375.00	
Gasoline and oil	200.00	
Drill steel	100.00	
Operating Equipment:		
Rental		
Compressor, pump, hammer @ $240/Mo.	360.00	
Hoist @ $50/ Mo.	75.00	
Miscellaneous:		
Insurance, Soc. Sec., repairs, etc.	150.00	$2,400.00
Estimated Total Cost.....		$5,865.00

May 21, 1954

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

L. E. Shirley, U. S. B. M.

File Copy
Surname:

Hout
~~Selfridge~~
~~Johnson~~

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 630

MAR 1 1954

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

Subject: Docket No. DMEA-3256 - ~~Mica~~
Brown & Rathburn
Fox Mine
Yancey County, North Carolina

Dear Mr. Laurence:

Please review the subject application and arrange for a field examination if you deem it necessary.

Copies of memoranda from the Geological Survey, dated February 17, 1954, and from the Bureau of Mines, dated February 23, 1954, are enclosed for your information.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (JHB)

Approved:

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

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

Enclosures 4
LGHouk:gad 2/26/54
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C.H. 3-2-54

File Copy
Surname:

Houk
Larrabee
Selindie
Hedges
H. Johnson

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

MAR 1 1954

Brown & Rathburn

Burnsville, North Carolina

Re: Docket No. DMEA-3296 - Nica
Brown & Rathburn
Fox Mine
Yancey County, North Carolina

Gentlemen:

Your application for assistance in exploring the subject property has been reviewed by the Nonmetallic Minerals Division of the Defense Minerals Exploration Administration and has been referred to Mr. Robert A. Laurence, Executive Officer, DMEA Field Team, Region VII, Room 13, Post Office Building, Knoxville 2, Tennessee, for further consideration and possibly a field examination.

We are returning the six copies of Owner's Consent to Lien forwarded with your application. Please supply the required information and return to this office.

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

Sincerely yours,

C. O. Mittendorf (fw)

Administrator

LGHouk:gad 2/26/54

Enclosures 6
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

P.G.H. 3-2-54

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

February 23, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3256

Applicant: Brown & Rathburn

Name and Location of Property: Fox Mine
Yancey County, North Carolina

Application Rec'd by Ceramic & Fert. Mats. Branch: February 16, 1954

Comments:

1. No data are available in this office on a Fox mine in Yancey County.

2. Estimated costs - $9,104.00.

Recommendation:

It is recommended that the field team visit this property when a member of the field team is in that vicinity to ascertain if an exploration program is justified.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

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

DEPARTMENT OF THE INTERIOR NGSMD-CNM
Defense Minerals Administration
RECEIVED
FEB 18 1954

February 17, 1954

Memorandum

REVIEW OF APPLICATION DMEA-3256 (MICA)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. A. Brobst, U. S. Geological Survey
Applicant's name and address: C. L. Brown, Burnsville, N. C.
Glenn Rathburn, Cane River, N. C.
Name of property: Fox Mine.
Location of property: 1.53 mi. N. 43° E. of Burnsville, Yancey County, N. C. (0.9 mi. N. of U.S. 19E on N. C. 197 - turn rt. for 0.4 to mine.
Summary of applicant's proposal: Sink 125' shaft, then drive 100 feet of drift (50' to N. and 50' to S.).
Sources of information on applicant's property: A two-page report by J. M. Parker III dated Dec. 16, 1944, says most of the underground workings were caved at the time of the visit. The vertical peg. is 6-7 feet thick, strikes N. 10° E. Colonial Mica Corp. classified the mica as green; in 7 mos. of 1944 approximately 900 lbs. of strategic mica sold for $4997.30. 77% was smaller than 1½"x2", 8% was No. 1 quality, 65% was No. 2 quality and 27% was No. 2 inferior.
Comments: Records indicate that the mine has produced strategic mica.
RECOMMENDATION: Have the field team examine the property.

D. A. Brobst

D. A. Brobst

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

February 15, 1954

Memorandum

To: Executive Officer, DMEA Field Team, Region VII

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number

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

DMEA-3256 Brown and Rathburn

ROBERT E. ADAMS

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

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

February 15, 1954
Subject: DMEA-3256
Re: Exploration Assistance
Fox Mine

Brown and Rathburn
Burnsville, N.C.

Dear Sirs:

The receipt of your application dated February 9, 1954 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

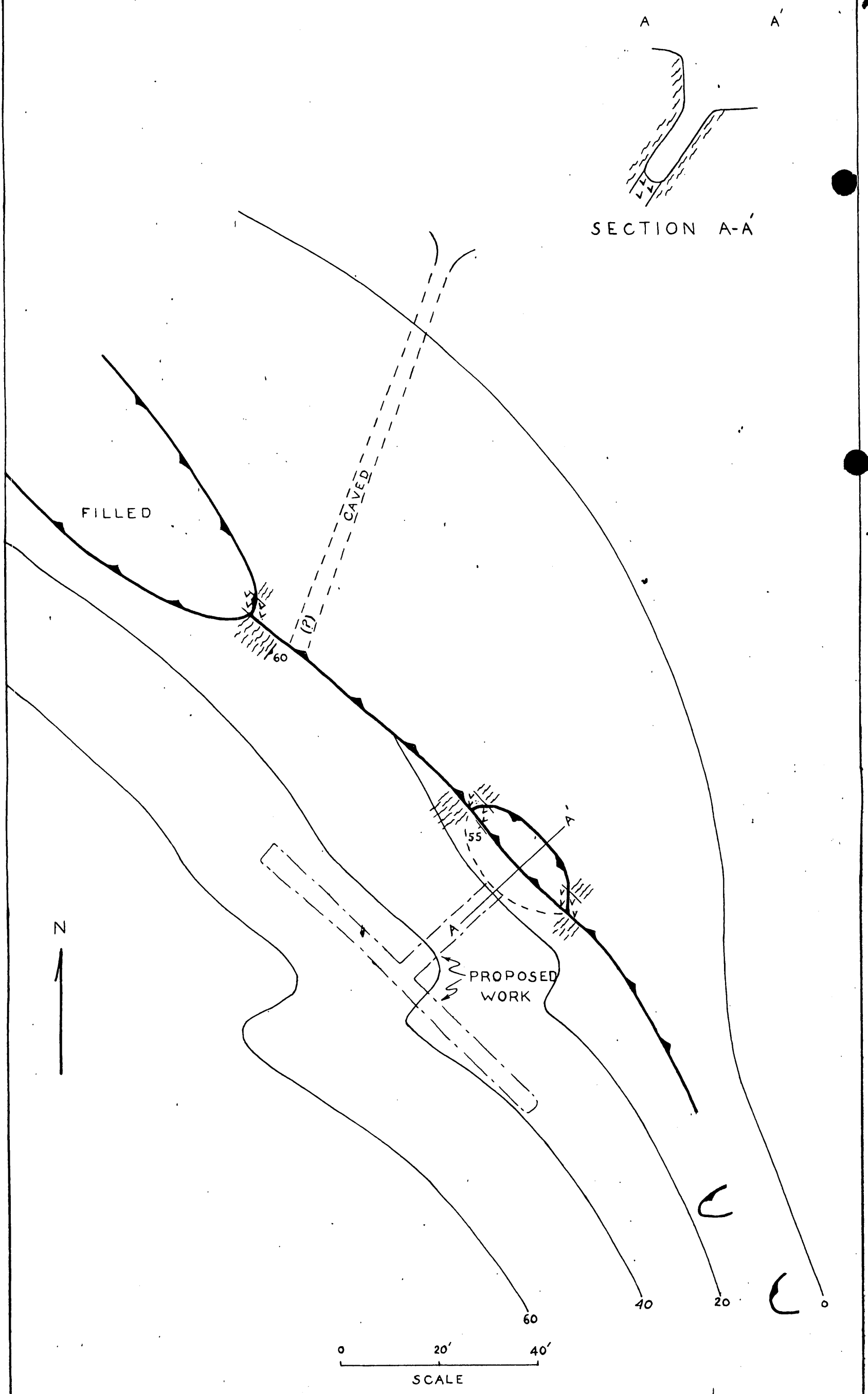
Your application has been assigned Docket Number DMEA-3256 and referred to the Non-Metallic Minerals Division.

Kindly refer to DMEA-3256 in any future correspondence relating to your application.

Sincerely yours,

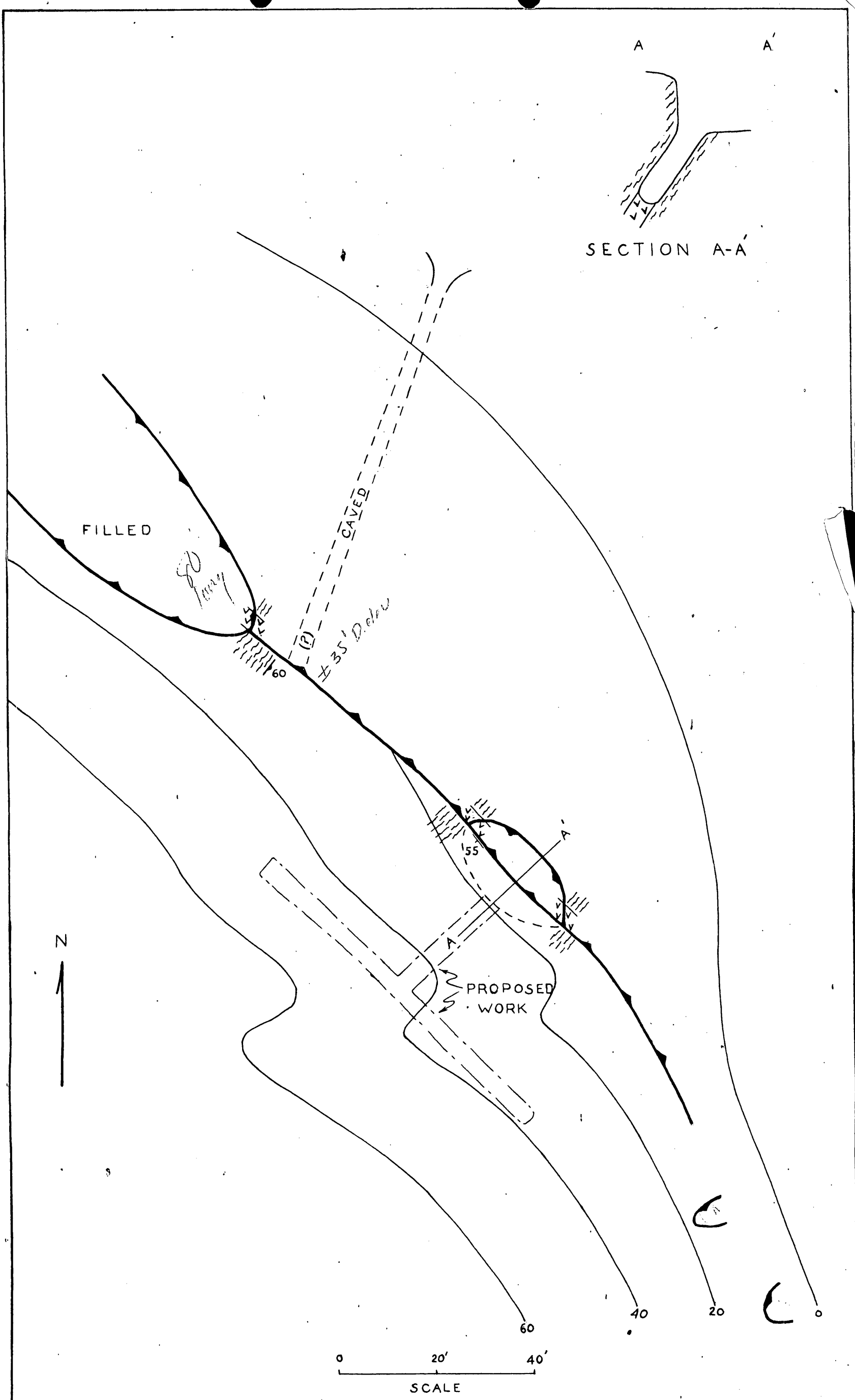
ROBERT E. ADAMS

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



SKETCH OF
FOX MINE
YANCEY CO., N.C.

DMEA-3256 (mica)



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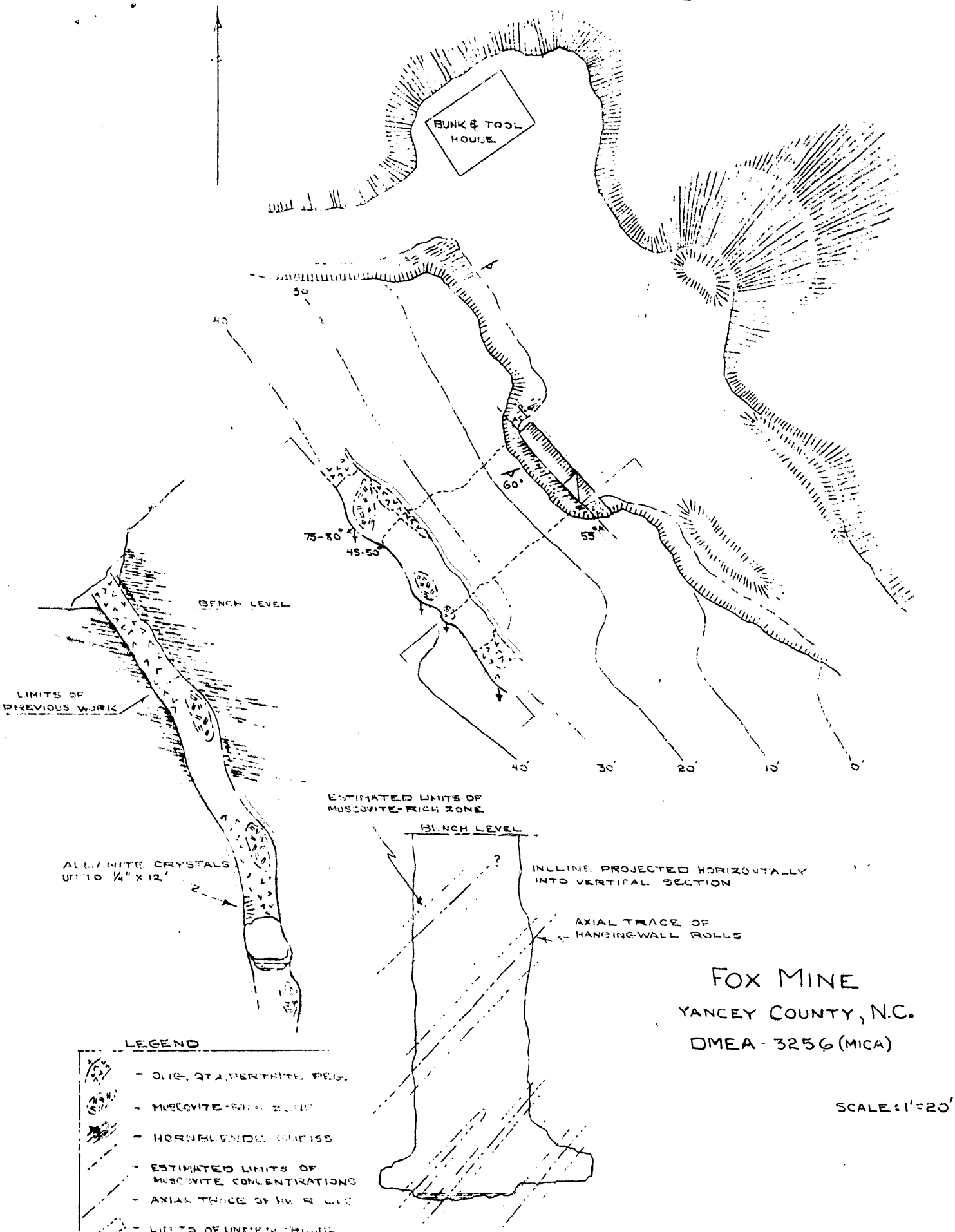

FOX MINE

YANCEY COUNTY, N.C.

DMEA - 3256 (MICA)

SCALE: 1" = 20'