☑ Audited 3/29/58 WORK ANALYSIS SHEET - DMEA PROJECT ☐ Actual Cost

☐ Certified Analysis as of 4/18/58 ☑ Agreed Unit Costs

Incl. Voucher for Mar. 58

Name Tom Cooper, Sam L. Phillips, + Jack Slagle Docket No. 3468

State No. Car. Commodity Mica Idm-E No. 752

OPERATION	AUTHORIZED Units	AUTHORIZED Cost	COMPLETED Units	COMPLETED Cost	NET COST
Drifting & Crosscutting	75 ft	2250.00	57	1710.00	1710.00
Raising					
Shafts	47.23	1889.00	23	920.00	920.00
Winzes					
Drilling (Specify)					
Surface Excavation					
Underground Excavation					
Roads and Trails					
Operating Equipment Purchased					
Surface Rehabilitation & Repairs					
Underground Rehabilitation		661.00		661.00	661.00
New Building, Improvements, etc.		116.00		116.00	116.00
Other (Specify)					
Totals		$4,916.00		3407.00	3407.00

Prepared by Walter C Robinson

71626

Division Copy

Department of the Interior
Defense Minerals Administration
RECEIVED
APR 21 1955

TERMINATION AGREEMENT

It is agreed this 6th day of April, 1955, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Tom Cooper, Sam L. Phillips and Jack Slagle, hereinafter called the "Operator," parties to that certain Exploration Project Contract Idm-E752, Docket No. DMEA-3468, dated January 3, 1955, as amended, hereinafter called the "Contract," that:

1. Effective March 17, 1955, 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 provided for in the Contract with respect to a certification of discovery or development and a percentage royalty and lien for its payment 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

Robin
Anderson
Selfridge
Chamber
Hook

OPERATOR

By Tom Cooper
Tom Cooper

By Sam L. Phillips
Sam L. Phillips

By Jack Slagle
Jack Slagle

Anderson

DEFENSE MINERALS EXPLORATION ADMINISTRATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF REVIEW

I have reviewed the Monthly Reports of:

Tom Cooper, Sam L. Phillips and Jack Slagle
Spruce Pine, North Carolina

pertaining to Exploration Project Contract No. Idm-E752, Docket No. DMEA-3468, including Amendment No. 1, for the months of January, 1955, to March, 1955, inclusive, covering a project for the exploration of mica on property, known as the Old Burleson Mine located in Mitchell County, North Carolina.

My review included an examination of the Monthly Reports (Forms MF-104) and supporting documents attached thereto, comparison of the costs claimed with the contract and pertinent schedules, verification of work performed by reference to Field Team reports, 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		$3,407.00
Exceptions:		
By DMEA Finance Officer	$ - 0 -	
Herewith	- 0 -	-0-
Total Accepted Cost		$3,407.00

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 Two thousand five hundred fifty-five and 25/100 Dollars

$2,555.25

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. D. Talbert

E. D. Talbert, Auditor

March 29, 1955

Division Corr.

EXPLORATION PROJECT CONTRACT
DMEA-3468 (mica)
COOPER MINING COMPANY

FEB 10 1955

AMENDMENT NO. 1

Contract Idm-E 752, Docket No. DMEA-3468, dated 3rd day of January 1955, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration and Tom Cooper, Sam L. Phillips and Jack Slagle, of Spruce Pine, North Carolina, is hereby amended as follows:

In exhibit "A", the following changes-

1. Under "Description of the work, Stage I," substitute "46-foot" for "36-foot."

2. Under "Description of the work, Stage II," in item 1, substitute the words "46-foot" for "36-foot."

3. Under "Description of the work, Stage II," for item 3, substitute "From the rehabilitated vertical shaft, sink on the pegmatite a two-compartment vertical and/or inclined shaft for a maximum distance of 47.2 feet, including a sump if necessary."

4. Under "Description of the work, Stage II," in item 4, substitute the words "vertical and/or inclined shaft" for the words "inclined shaft" in both the first and second paragraphs.

5. Under "Fixed Unit Costs," substitute the following for the fifth item: Timbering existing 46-foot shaft including installation of permanent ladders @ $11.11/ft. (rounded) $511.00

6. Under "Fixed Unit Costs," substitute the following for the sixth item: "Sinking 47.23 feet of vertical and/or inclined shaft @ $40/feet $1889.00

These changes were necessary because work in the old shaft revealed that it was 46 feet deep, instead of 36 feet as measured before cleaning-out work was begun.

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

Tom Cooper
Sam L. Phillips
Jack Slagle

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

Division Copy

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
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JAN 13 1955

MF-200A
(Revised June 1954)

Docket No. DMEA-3460

Commodity Mica

Contract No. Idm-E-752

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
EXPLORATION PROJECT CONTRACT[1]
(Short Form)

It is agreed this 3rd day of January, 1955, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and [2] Tom Cooper, Sam L. Phillips and Jack Slagle, Partners, whose mailing address is Spruce Pine, North Carolina, hereinafter called the "Operator," as follows:

ARTICLE 1. *This contract* is entered into under the authority of the Defense Production Act of 1950, as amended. It consists of this form (MF-200A), the attached Exhibit "A," Annex I, and .....

The Operator shall not transfer or assign this contract or any right thereunder without the written consent of the Government.

ARTICLE 2. *Operator's property rights.*—(a) The land which is the subject of this contract (hereinafter called "the land") is in the State of North Carolina, County of Mitchell, and is described in Annex I.[3]

(b) The Operator represents and undertakes that:

(1) The Operator is the [4] lessee of [5] the mineral rights in the land, in possession and entitled to possession for all of the purposes of this contract, under and by virtue of a [6] lease, [7] unrecorded in Book ....., page ....., official records of said County; and

(2) The Operator's right, title, or interest (whether as owner, lessee, or otherwise) is subject only to the following claims, liens, or encumbrances: None

(c) The Subordination Agreement of the holder of any claim, lien, or encumbrance listed above, and (if the Operator does not hold the legal title) the Consent to Lien of any holder of the legal title of the land (lessor, seller, optionor, etc.), are attached, as follows: Owner's Consent to Lien

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] Insert name, and if an organization, its nature (corporation and place of incorporation, partnership with names of partners, etc.).
[3] State on a separate sheet marked "Annex I" the legal description or enough to identify the property, particularly excluding any areas from which the production is not to be subject to the Government's percentage royalty.
[4] Insert "owner," "lessee," "contract purchaser," "locator," etc.
[5] Insert "the entire interest," "the mineral rights," "an undivided one-third," etc.
[6] Insert "deed," "lease," "contract," "location notice," "patent," etc.
[7] If not recorded, so indicate by inserting "un."

(d) The Operator shall preserve and maintain his right, title, and interest in the land and his right to the possession thereof for the purposes of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract. Until the lapse of the time within which the Government may make a certification of discovery or development without any such certification having been made, and after any such certification has been made, the Operator shall neither transfer, convey, nor surrender the land nor any right, title, or interest therein, nor permit nor suffer any claim, lien, or encumbrance thereon, without expressly referring to and providing in the instrument of conveyance, lien, or encumbrance for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof. If the Government makes no certification of discovery or development within the time limited in Article 7, it shall thereafter have no claim against the land or any production therefrom except for any production referred to in Article 7(b)(1).

ARTICLE 3. *The exploration project.*—The project is a search for indicated or undeveloped deposits of Mica The work to be performed is described in Exhibit "A." The Operator on or before MAR 15 1955 shall commence the work, and on or before July 1, 1955 (unless the Operator's obligation to complete the work is terminated—see Article 8) shall complete the work.

ARTICLE 4. *Performance of the work.*—(a) *Operator's responsibility.*—The work shall be performed with reasonable diligence, efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for liability insurance covering employment; and with suitable and adequate equipment, facilities, materials, supplies, and labor, to bring it to completion within the time fixed.

(b) *Government may inspect.*—The Operator shall consult with and inform the Government on all phases of the work as it progresses. The Government may enter at all reasonable times to inspect the work under the contract, and also after a certification of discovery or development to inspect production operations and underground workings. The operator shall provide the Government with all reasonable means of access for such inspections.

ARTICLE 5. *Contribution by the Government.*—A fixed cost for each unit of work to be performed (per foot of drifting, per foot of drilling, per hour of operations, etc.) is hereby agreed upon, and is set forth in Exhibit "A" in connection with the estimated total cost of the project in the sum of $4,916.00 The Government will contribute 75 percent of the fixed unit costs as work is performed, in a total sum not in excess of $3,687.00: *Provided,* That until the Operator has rendered to the Government his final report, and any final 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 10 percent of the estimated total cost of the work. The Government will make its contribution on the basis of the monthly vouchers referred to in Article 6(b), but all payments by the Government are provisional only, subject to audit, until the account between the Operator and the Government is finally audited and settled. To the extent that excesses over fixed unit costs or any excess over the estimated total cost may be necessary for the performance of the work, the Operator shall incur and pay such excesses for his own account without contribution by the Government. The Government may make payments directly to independent contractors and suppliers for the account of the Operator rather than to the Operator.

ARTICLE 6. *Reports, accounts, audits.*—(a) *Operator's records.*—The Operator shall keep suitable records and accounts of the units of work performed and of any production in which the Government may have an interest; and shall preserve those with respect to work performed for at least three years after final payment by the Government, and those with respect to production for at least three years after any obligation to pay royalties to the Government has terminated. The Government may inspect and audit said records and accounts at any time, either by itself or by a certified public accountant. The Comptroller General of the United States or his representative, until the expiration of said three-year periods, shall have access to and the right to examine any pertinent books, documents, papers, and records of the Operator. All of the Operator's vouchers and records and accounts relating thereto and the Government's payments thereof remain subject to adjustment until final audit by the Government.

(b) *Progress reports and vouchers.*—The Operator shall provide the Government with five copies of monthly progress reports in three sections as follows: (1) Operator's Monthly Report and Voucher showing a detailed statement of units of work performed during the reporting period; (2) Operator's Unit Cost and Progress Report showing the various types of work performed during the reporting period and the fixed unit costs incurred for each type of work; and (3) a Narrative Report of the work

performed during the reporting period including adequate engineering-geological maps or sketches, drill hole logs and locations, and assay reports on samples taken concurrently with advance in mineralized ground. (Forms for reporting under (1) and (2) above will be provided by the Government.)

(c) *Final report.*—Upon completion of the work or termination of the Government's obligation to contribute to costs, the Operator shall furnish the Government with five copies of a final report (in addition to the final progress report and voucher). This final report shall include a geological and engineering evaluation of the results of the work performed under the contract with an estimate of the ore reserves resulting from such work, complete assay data, adequate geological and engineering maps or sketches, and a summary of the work performed and the unit costs thereof.

(d) *Report of sales.*—The Operator shall provide the Government with suitable accounting and documentary evidence covering all production to which the Government's percentage royalty relates, such as copies of smelter or concentrator settlement sheets, and certified accounts of production and sale or other disposition of production.

(e) *Compliance with requirements.*—If in the opinion of the Government any of the Operator's reports, records, or accounts are insufficient or incomplete, or if the Operator fails to make them, the Government may procure the making or completion of such with suitable attachments as an expense of the work to which the Operator shall contribute. The Government may withhold approval and payment of any vouchers relating to insufficient or incomplete reports, records or accounts.

ARTICLE 7. *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 a sufficient final report and final account (see Article 6) has been rendered, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

(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, within 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 crude 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 (1½) 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 (½) 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 (1½) percent; on an amount of ten dollars ($10.00) per ton, three and one-half (3½) percent.)

(f) *Time for computation and payment.*—The Government's royalty shall be computed and paid currently upon each lot sold, held, or used in integrated operations, as the case may be, as above provided in this article.

(g) *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.

(h) *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.

(i) *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 production operations.

(j) *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.

ARTICLE 8. *Termination of the Government's obligations.*—(a) If in the opinion of the Government operations at any time have failed to achieve anticipated results that indicate the probability of making a worthwhile discovery, and in the opinion of the Government further operations are not justified, the Government may give the Operator written notice thereof, and thereupon the Government shall be free of all obligation to pay on account of units of work not then performed, and the Operator shall be free of all further obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting.

(b) If in the opinion of the Government the Operator is in any manner in default under the terms of the contract, the Government may give the Operator written notice of such default with a specification of reasonable time within which the default must be cured; and if the Operator fails to cure such default as required, thereupon the Government shall be relieved of all obligation to pay on account of units of work not performed when the notice was given, and the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting. The remedy provided for the Government in this paragraph "(b)" is in addition to any other remedy provided in this contract, and in addition to any other remedy the law may provide for breach of contract.

(c) The giving of any notice by the Government under the provisions of this Article 8 shall not affect the Government's rights as provided for in the contract with respect to a percentage royalty, and such rights shall be fully preserved.

ARTICLE 9. *Notices to be given by the Government* may be delivered to the Operator, or may be sent by registered mail addressed to the Operator at his mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 10. *Officials not to benefit.*—No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 11. *Changes and added provisions.*—

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By C. R. Mirtendorf
Administrator, Defense Minerals Exploration Administration

Robin
Hoffman
Anderson
Hosch
Talbutt
Selfridge

Operator

Bert Young
x Sam L. Phillips
x Jack Slogle

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

.....

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE 16—70618-1

DEPARTMENT OF ...
Energy Minerals Commission
RECEIVED
JAN 13 1955

EXPLORATION PROJECT CONTRACT
TOM COOPER, SAM L. PHILLIPS AND JACK SLAGLE
DOCKET NO. DMEA-3468

ANNEX I

The land referred to in Article 2 of the contract form is known as the Old Burleson (Poteat) Mine and was leased for mining purposes to Tom Cooper, Sam L. Phillips and Jack Slagle for a period of five years by Tom Cooper in an instrument dated August 24, 1954. It is located two miles S 70° W of Spruce Pine, Mitchell County, North Carolina, and is described in the lease as follows:

> Beginning at the Clayton Sparks-Tom Cooper Corner on highway U.S. 19-E and running S.W. 400 feet to the 36 foot shaft of the Old Burleson Mine; then running 250 feet North, thence 250 feet West; thence 500 feet South; thence 500 feet East; thence 500 feet North; thence 250 feet West to point of closing.

EXPLORATION PROJECT CONTRACT
TOM COOPER, SAM L. PHILLIPS AND JACK SLAGLE
DOCKET NO. DMEA-3468

EXHIBIT "A"

Description of the Work

Exploration for concentrations of strategic mica shall be accomplished in the area indicated on the map entitled "Sketch of Old Burleson Mine, Mitchell Co., N. C. DMEA-3468 (mica)," attached hereto and made a part hereof, in two stages as follows:

Stage I

Rehabilitate existing 6 foot by 6 foot, 36-foot vertical shaft, consisting of cleaning out and installing temporary ladders.

Stage II

If approved in advance by the Government, after examination of the work under Stage I, Stage II shall be undertaken, as follows:

1. Timber and install permanent ladders in the existing 36-foot shaft.

2. Construct:

(a) A toolhouse, minimum dimensions 7 feet by 8 feet by 10 feet.

(b) A powder storage magazine, minimum dimensions 4 feet by 3 feet by 2½ feet.

(c) An exploder storage magazine, minimum dimensions 2 feet by 1½ feet by 1 foot.

The toolhouse may be unfloored; shall be made from rough, unfinished lumber, with protective roof covering; and shall be equipped with lock and key.

The powder and exploder magazines shall be boxed on all sides; shall be made from 2-inch hardwood or 3-inch

softwood; and shall be braced at the corners. Lumber for these two boxes shall be smooth on the inside. No metal shall be exposed; and the lids or doors shall be securely locked with the equivalent of a 5-tumbler jarproof lock.

3. From the rehabilitated vertical shaft, sink on the pegmatite a 2-compartment inclined shaft for a maximum distance of 50 feet, including a sump if necessary.

4. From the inclined shaft, explore the pegmatite by driving a maximum of 75 feet of drifts and/or crosscuts.

The inclined shaft and the drifts and/or crosscuts shall have minimum 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.

Fixed Unit Costs

Rehabilitating shaft 1/	$ 150.00	
Constructing		
Toolhouse 1/	78.00	
Powder magazine 1/	25.00	
Exploder magazine 1/	13.00	
Timbering existing 36-foot shaft including installation of permanent ladders @ $11.11/ft. (rounded)	400.00	
Sinking 50 feet of incline @ $40.00/ft.	2,000.00	
Driving 75 feet of drifts and/or crosscuts @ $30.00/ft.	2,250.00	
Estimated total cost of project		$4,916.00
Government participation @ 75%		$3,687.00

1/ The completed work constitutes the unit.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
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DEPARTMENT OF THE INTERIOR
Defense Minerals
RECEIVED
JAN 13 1955

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 Mitchell, described as follows:1/

Beginning at the Clayton Corner, the Cooper Corner on Highway U.S. 19-E and running N.W. 400' to the 50' mark of the Old Burnsville Road then running 250' North, thence 250' West, thence 50' South, thence 250' East, thence 250' South, thence 250' East to point of beginning. This property in Mitchell County, 3½ miles East of Spruce Pine, N. C.

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/ Don Cooper, Don E. Phillips, and Jack Marlo

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 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.

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)

May 19, 1955

Project Summary Report

By: Walter C. Anderson

1. Docket No. DMEA 3468 - Mica
Contract No. Idm-E752
Old Burleson Mine
Mitchell County, North Carolina

Application: Form MF-103 (April, 1952) received August 30, 1954
Work proposed: 40 feet of shaft rehabilitation, 45 feet of additional shaft and 100 feet of drifts and/or crosscuts.
Amount requested: $6,950.00
Operators: Tom Cooper, Sam L. Phillips and Jack Slagle
Spruce Pine, North Carolina
Operators' Property Rights:
Lease for 5 years dated August 24, 1954, on Tom Cooper property covering about 6 acres.
Owner's Consent to Lien dated August 24, 1954.

2. Contract - Form MF-200A (June, 1954) dated January 3, 1955
Work authorized:

Construct toolhouse, powder and exploder magazines	$116.00
Rehabilitate shaft	150.00
Timber 36 feet of existing shaft @ $11.11/ft.	400.00
Sink 50 feet of incline @ $40.00/ft.	2,000.00
Drive 75 feet of drifts and/or crosscuts @ $30.00/ft.	2,250.00
Estimated total cost of project	$4,916.00
Government participation @ 75%	$3,687.00

Amendments: No. 1 - date February 10, 1955. Increases depth of rehabilitated shaft from 36 feet to 46 feet and changes additional shaft from 50 feet to 47.23 feet.

Work completed:

Construction toolhouse, powder and exploder magazines	$116.00
Rehabilitation 46 feet of existing shaft	150.00
Timbering 46 feet of shaft @ $11.11/ft.	511.00
23 feet of additional shaft @ $40.00/ft.	920.00
57 feet of drifts @ $30.00/ft.	1,710.00
Total accepted cost of project	$3,407.00
Government participation	$2,555.25

Work began on January 3, 1955 and was terminated by mutual agreement on March 17, 1955

Field Team Final Report received May 12, 1955.

Operator's Final Report received May 12, 1955.

No production during operation.

No equipment was purchased under the contract.

3. Audit:

Report of Review issued March 29, 1955.

Accepted cost	$3,407.00
Government participation	$2,555.25

4. Certification of Discovery: None issued.

5. Comments:

How conducted: All of the work in which the Government participated was acceptable.

Operation: Good.

Engineering: Operator furnished satisfactory account of the project.

Geological Premise: The premise that additional mica would be found down dip of a previously mined pegmatite did not materialize as the mica was not sufficiently large to yield trimmed sheet mica.

Geological Criteria upon which work was based:

1. Pegmatite 12 feet thick enclosed conformably in mica schist.
2. Mica - green, hard, generally flat and splits well.
3. Past production.

Criteria developed during project:

1. Unzoned pegmatite in excess of 60 feet thick enclosed conformably in mica gneiss.
2. Mica - too small, less than 1 inch in diameter.

Future possibilities: None

Recommendations: The Nonmetallic Minerals Division concurs in field team's recommendation that additional exploratory work is not warranted and no certification of discovery be issued. The commodity specialist of the Bureau of Mines concurs. The commodity specialist of the Geological Survey disagrees and recommends that additional exploration should be done. The DMEA Field Team disagreed with the Survey's comments. We concur in field team's comments, and therefore a closing letter is written.

Walter C. Anderson, Mining Engineer

WCAnderson:ai
7/20/55
Admr. Reading File
Docket (original)
Mr. Houk
Mr. Anderson
Blue copy

JUN 2 8 1955

Mr. Tom Cooper, et al.
Route 1
Spruce Pine, North Carolina

Re. Docket No. DMC-3468 - Mica
Tom Cooper, et al.
Old Durimson Mine
Mitchell County, North Carolina
Contract No. Idm-E752

Dear Mr. Cooper:

Reference is made to your terminated exploration contract with the Government.

We sincerely regret that the work performed did not result in a certification of discovery or development under the provisions of the contract. In the absence of such certification, the Government 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 project. Your attention, however, is called to the provisions of the contract which require the Operator to keep and preserve certain records for the period indicated.

Your interest in the DMEA exploration program and participation therein are fully appreciated.

Sincerely yours,

C. G. Mittendorf

Administrator

WCAnderson:pk 6/16/55
Copy to: Admr. R. File
Docket
Mr. Chambers
Mr. Dietrich, 3061
Mr. Killsgaard, 5222
Field Team, Region V
Mr. Houk

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D.C.
ROOM POST OFFICE BLDG.
KNOXVILLE 2, TENN.
June 13, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region 5, Knoxville, Tennessee

Subject: DMEA-3468, Idm-5752 (mica) Tom Cooper, et al.
Old Burleson (Poteat) Mine, Mitchell County, N. C.

Reference is made to your letter dated June 7, 1955.

The Field Team does not believe additional exploration is warranted on the subject deposit. Furthermore, the Operators had requested that the work be stopped before the Field Examiners permitted them to do so; therefore, it is extremely doubtful that the Operators would agree to resume work.

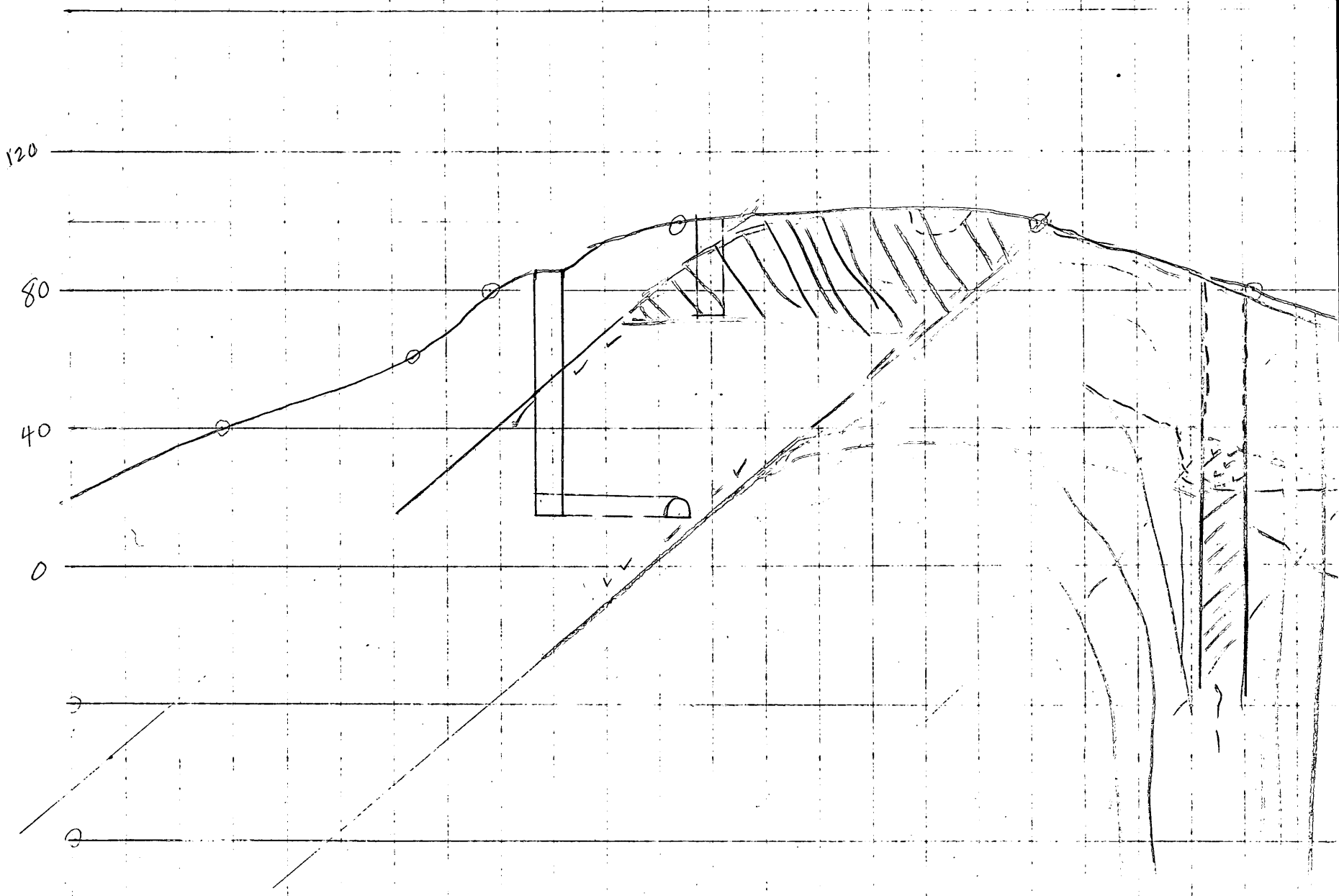
This project was designed to explore for mica concentrations along the western contact of a thick pegmatite body which is apparently different from the one extensively worked during World War I. Furthermore, the extent of the pegmatite and extent of old workings at the previously mined deposit are not known; however, on the outcrop this pegmatite is vertical, so it is entirely possible that the reports on the long incline to the southwest are in error. Certainly no mica was found under the project and there is no indication that any appreciable amounts occur in the immediate area. Therefore, the Field Team does not believe further work is justified.

Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION V

RECEIVED
JUN 15 1955

V. J. Lynch, Member
Bureau of Mines

RHT/mm
cc:
Lynch
Shirley
Files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JUN - 7 1955 600

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

Subject: Docket No. DMEA-3468 - Miss
Tom Cooper, et al.
Old Burleson (Poteat) Mine
Mitchell County, North Carolina
Contract No. Ilm-2752

Dear Mr. Laurence:

Reference is made to reviews of the Field Team Final Report on the subject project by Mr. W. F. Dietrich of the Bureau of Mines, dated May 17, 1955, and Mr. M. E. Nelson of the Geological Survey, dated May 31, 1955. Copies are enclosed.

Please note Mr. Nelson's comments. He raises questions on the project to which we will appreciate having your reaction. If you agree that it is worthwhile to follow Mr. Nelson's recommendation and the Operator is willing, we will have no objection to amending the contract to provide for additional exploration work.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

J. H. Hedges

Member, Bureau of Mines

Thor H. Kiilsgaard

Member, Geological Survey

Enclosures 4

WCAnderson:gad 6/3/55
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Dietrich, 3061
Mr. Kiilsgaard, 5222
Mr. Houk

IN REPLY REFER TO:

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

RECEIVED
JUN - 1 1955

The field team
Copies forwarded on
June 3, 1955

May 31, 1955

Re: DMEA-3408
Cooper, Phillips and Slagle
Old Burleson Mine
Mitchell Co., N. C.
$4,916.00 - Mica

Memorandum

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

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

Subject: Review of Field Team final report

If the open cut shown in the sketch of Old Burleson Mine, which is part of the Field Team report of Sept. 23rd, 1954, is the mine which was a large producer of mica during World War I, it would appear that the work done under Contract Idm-2752 (3408) prospected a different pegmatite or the hanging wall side of a thick bulging pegmatite, assuming the pegmatite, vertical in the open cut, continues on strike to the plane of section A-A', a matter of 100 feet.

If the west wall of the open cut is country rock (alaskite) then the old mine would seem to have been in a parallel pegmatite, in which case the curved drift-crescent of the contract was stopped too soon. If continued it should be headed due east, in which case if the pegmatite is continuous and the strikes and dips (90°) remain as stated it would enter the southerly extension of the open cut (Burleson) pegmatite within 60 or 70 feet. In case dip is to the west the distance would be less. If old workings are to be expected, care should be taken regarding levels, that is elevations. As is, from the sketch say, the drift-crescent is at about the same level as the lip of the open cut and water should not trouble.

On the evidence submitted I do not concur with the findings of the Field Team and, if the applicants can carry their share, I recommend continuing the crescent or diamond drill a fan of three or four horizontal underground holes if an underground drill is available.

NENelson:hlm
G-5/31/55

N. E. Nelson

CC: Director's reading, 4212
Branch reading, 4212
DMEA (3)
Docket file
W. F. Dietrich, 3061 Interior

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

May 17, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-3468 (mica)

Applicant: Tom Cooper, Sam L. Phillips, and Jack Slagle

Name and Location of Property: Old Burleson Mine
Mitchell County, North Carolina

Contract Number: Idm-E752

Date of Field Team Report: 5-9-55

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 5-16-55

Field Team Recommendation:

1. Denial.

Comments:

1. A pegmatite dike more than 60 feet wide was exposed in the lower part of the shaft and in the drift, but the mica uncovered was all less than 1 inch in diameter.

2. Additional exploration was not recommended.

3. Expenditures - Total approved $4,916.00
- Total cost 3,407.00
- Gov't. share of the cost 2,555.25
- Value of production during operation None

Recommendation:

I concur with the field team's recommendation to deny certification of discovery or development.

Signed
W. F. Dietrich

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

C O P Y

~~WASHINGTON 25, D.C.~~
ROOM 13, POST OFFICE BLDG.
KNOXVILLE 2, TENN.

May 10, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region 5, Knoxville, Tennessee

Subject: Final Reports, DMEA 3468, Idm-E752 (mica) Tom Cooper, Sam Phillips, and Jack Slagle, Operators. Old Burleson Mine, Mitchell County, N. C.

Enclosed are four copies each of the Operator's and Field Team final reports on the subject contract.

We agree with the recommendation that certification of discovery should not be issued.

/s/ ROBERT A. LAURENCE
Executive Officer, DMEA
Field Team, Region V

/s/ V. J. LYNCH
Member, Bureau of Mines

Reviewed by
DMEA OPERATING COMMITTEE
5-16-55
(date)

Defense Minerals
RECEIVED
MAY 12 1955

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT
By

DMEA FIELD TEAM, REGION V

On

DMEA-3468, OLD BURLESON MINE (mica)
Mitchell County, N. C.

BY

K. H. Teague and D. H. Amos, Geologists
U. S. Geological Survey

and
L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

May 9, 1955

Reviewed by
DMEA
5-16-55

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT
On
DMEA-3468, OLD BURLESON MINE
Contract Idm-E752 (mica)

Operators: Tom Cooper, Sam L. Phillips and Jack Slagle, Partners, Spruce Pine, N. C.

Location: On the northwest side of U. S. Highway 19E, 2 miles S. 70° W. of Spruce Pine, Mitchell County, N. C.

Exploration of a thick pegmatite body at this mine failed to reveal any mica sufficiently large in size to yield trimmed sheet mica. It is recommended that no certification of discovery be issued. Additional exploratory work is not warranted.

Work under the contract began January 3, 1955, and was ended March 17, 1955. An existing 46-foot vertical shaft was made accessible by cleaning out old muck under Stage I, of the contract. Work completed under Stage II of the contract consisted of constructing a toolhouse, powder magazine, and exploder magazine; installing timber and ladders in the existing 46-foot shaft; deepening this shaft an additional 23 feet vertically; and driving a total of 57 feet of drifts in pegmatite from the 65 foot level of the shaft (see attached sketch map). As this work did not discover any mica in sizes large enough to yield trimmed sheet mica, the contract was terminated by mutual agreement effective April 6, 1955.

A pegmatite in excess of 60 feet thick was exposed in the lower part of the shaft and in the drift. The hanging wall contact of the body was intersected at a depth of 36 - 45 feet in the shaft. This contact is conformable to the foliation of the adjacent country rock, mica gneiss, which strikes north-south and dips 40° to the west. The footwall contact was not intersected in any of the work completed. The pegmatite consists of medium-grained plagioclase, perthite, quartz, green muscovite and garnet, in order of abundance. No zoning of the body is apparent. All of the mica discovered was less than one inch in diameter; too small to yield trimmed sheet mica.

Expenditures:			
	(a)	Total approved	$4,916.00
	(b)	Total cost of project	3,407.00
	(c)	Government's share of cost	2,555.25
	(d)	" " unexpended	1,131.75
	(e)	Value of production during opr.	None

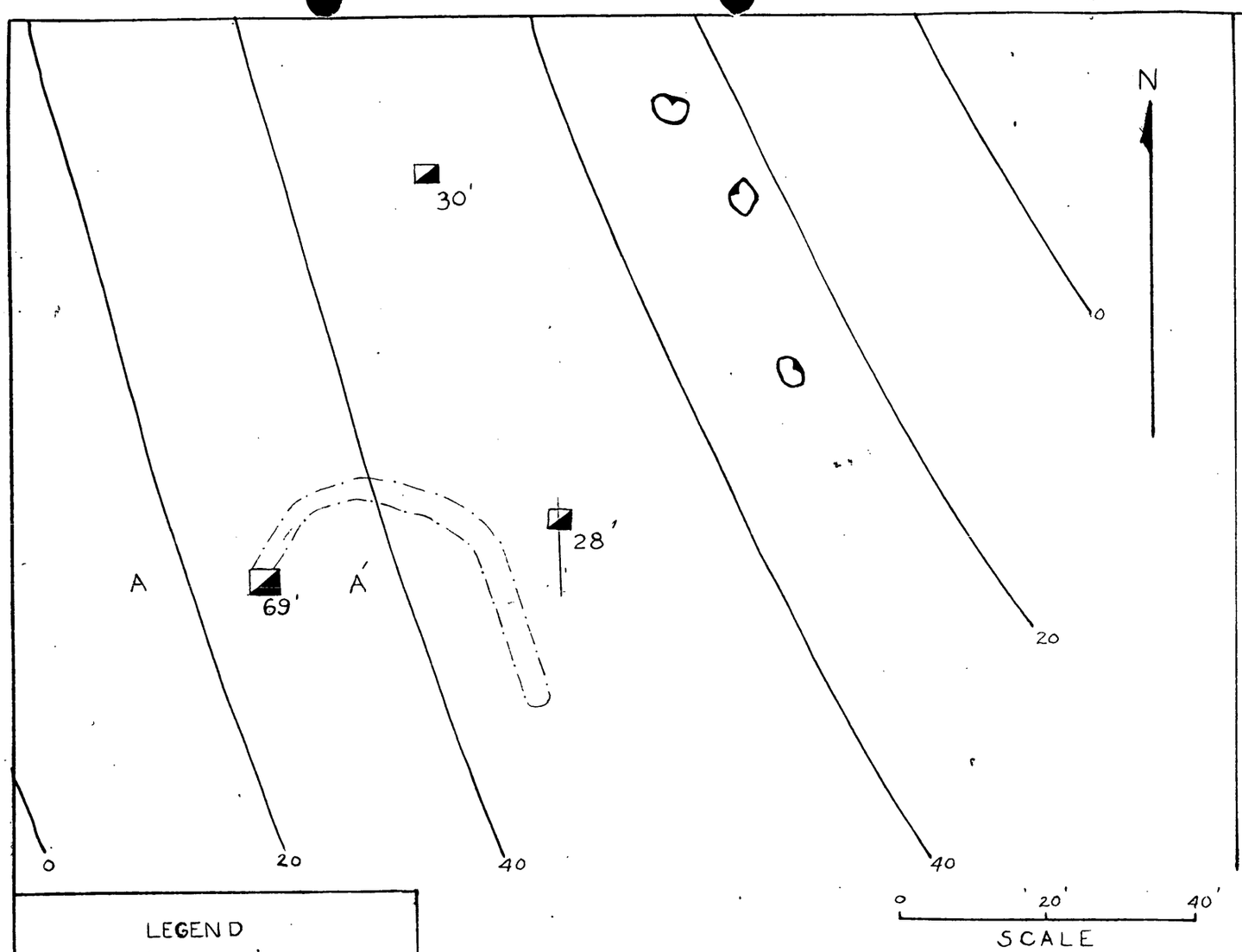
The work done under the contract was conducted in an efficient and satisfactory manner. No equipment was purchased under the contract.

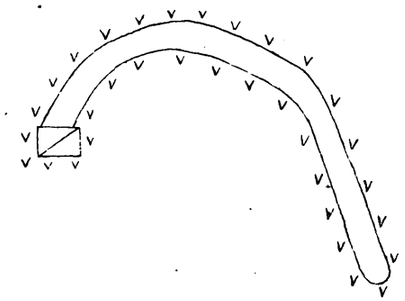
May 9, 1955

K. H. Teague and D. H. Amos,
Geologists, U. S. G. S.

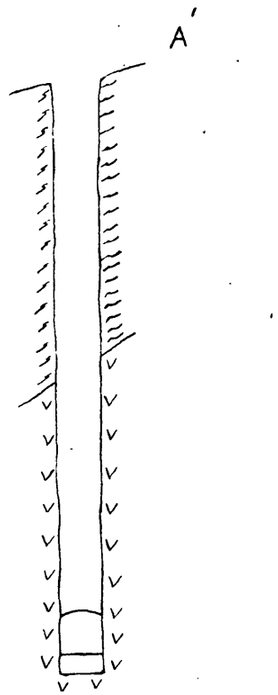
L. W. Shirley, Mining Engineer
U. S. B. M.

z





PLAN 65'-LEVEL



SECTION A-A'

LEGEND

- ~~ mica gneiss
- v v pegmatite
- shaft
- cut
- contact
- outline of undground workings

SKETCH OF OLD BURLESON MINE

MITCHELL CO., N.C.

DMEA-3468 (mica)

March, 17, 1955

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 12 1955

May 10, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region 5, Knoxville, Tennessee

Subject: Final Reports, DMEA3468, Idm-E752 (mica) Tom Cooper, Sam Phillips, and Jack Slagle, Operators. Old Burleson Mine, Mitchell County, N. C.

Enclosed are four copies each of the Operator's and Field Team final reports on the subject contract.

We agree with the recommendation that certification of discovery should not be issued.

Executive Officer, DMEA
Field Team, Region V

Member, Bureau of Mines

RAL/ma
cc:
Lynch
Shirley
Files

Department of
Defense Minerals
Region
MAY 2 1955

Spruce Pine, North Carolina
March 18, 1955

Mr. Robert A. Laurence, Executive Officer
D.M.E.A., Region VII
Post Office Building
Knoxville, Tennessee

Re: DMEA-3468 - Cooper Mining Co.

Dear Mr. Laurence:

The following will serve as a final report on the Cooper Mine:

Work began on this project on January 3, 1955 and was completed on March 17, 1955 when the DMEA field team recommended a termination of the contract.

We rehabilitated 36' of existing shaft, and timbered the full 36'. We then moved in hoist and air compressor, set up boom and mask poles, and began to lower the shaft. We lowered the shaft in vein material a total distance of 70', and no mica was found at any time.

We left a 5' water hole and drifted approximately 9' N. 70* E. at which time it was recommended that we change direction to S. 80* E. We drifted in this direction approximately 8', still encountering no mica. We then drifted 10' S. 55* E, then approximately 33' S. 20* E. making a total f about 60' of drift, all of which was in vein material, but which showed no mica. At the 60' point in the drift, the field team visited the mine on March 17 and recommended that the contract be terminated since no discovery had been made.

We wish to thank the DMEA Field Team for its cooperation and assistance on this project.

If further details are necessary, please contact us.

Very truly yours,

COOPER MINING COMPANY

Sam L. Phillips

Sam L. Phillips

P/b

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 21 1955

April 18, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region 5, Knoxville, Tennessee

Subject: Termination Agreement On# Idm-8752, DMEA-3468 (mica)
Cooper, Phillips & Slagle, Spruce Pine, N. C.
Old Burleson Mine, Mitchell County, N. C.

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

ZM.
Lynch
Finance Office
Shirley
Files

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

Budget Bureau No. 42-R1036.5

50

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

Month of March 1955 Docket No. DMEA 3400 Contract No. 10a-0 752
Operator's Name Tom Cooper, Sam L. Phillips & Jack Steele Minerals
Address Cooper Mining Co., Spruce Mtn, B. C.
Contract Amount, $ 4916.00 Government Participation: 75% Amount, $ 3687.00

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						
42' Drifting 30.00	1260.00	450.00	1710.00			
Shaft		920.00	920.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
Rehabilitate Shaft		150.00	150.00			
Timbering Shaft		511.00	511.00			
(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						
Toolhouse		73.00	73.00			
Powder & Exploder Mags.	33.00	-	33.00			
(8) Contingencies (specify):						
TOTALS	~~1293.00~~	~~2109.00~~	~~3407.00~~	1298.00	2109.00	3407.00

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

Date 3-13-55 *Payee Cooper Mining Co.

Per Sam L. Phillips 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:

$ 973.50

Signature Helen R. Mullin
(Authorized Certifying Officer)

Date 3-25-55 Vou. No.
(See other side)

324.50

(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. Tom-E 752 in accordance with the terms of the contract.

Signature Lawrence E. Shirley Title Mining Engr. U.S.B.M. Date March 21, 1955

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lawrence Title EXECUTIVE OFFICER DMEA REGION V Date MAR 22 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

Defense Minerals Administration
RECEIVED
MAR 28 1955

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of March 1955 Docket No. DMEA 3463 Contract No. [illegible]-5752
Operator's Name Tom Cooper, Sam L. Phillips and Jack Sharpe Minerals Mica
Address Cooper Mining Co., Spruce Pine, N. C.

OPERATION	Unit	Costs This Month	Units This Month	Costs to Date	Units to Date	Unit Costs to Date	Authorized by Contract: Units	Authorized by Contract: Unit Costs
42' Drifting @ 30.00	Ft.	1260.00	42	1710.00	57	30.00	75	30.00
Crosscutting								
Raising								
Shafts				920.00	23	40.00	47.23	40.00
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
Rehabilitating Shaft				150.00				
Timbering Shaft				511.00				
Total Distributed Costs		1260.00		3291.00				Total Costs Authorized by Contract
Operating Equipment Purchased								
Initial Rehabilitation and Repairs				72.00				
New Buildings, Improvements, etc.								
Powder & Exploder Magazines		33.00		33.00				
Total Costs		1293.00		3407.00				

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

Date 3-10-55 Operator Tom Cooper, et. al.

Per Sam L. Phillips 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

Publication [illegible]
Energy Research and Development Administration
[illegible]

OPERATOR'S

MONTHLY PROGRESS REPORT

March, 1955

DMEA- 3468

Idm-E 752

Work Accomplished:

Due to unusually heavy rains, we had much water during March, and found it necessary to install a sump pump to take care of it. We continued to drift in the direction outlined by the field team for a distance of 60' of drift. We were in vein material all the way, hitting some quarts now and then, but no mica was encountered.

Daily Notes:

March 1 - 4 - Drilled, shot and mucked. Pumped water during morning.

March 7 -11 - Continued with drift, still in vein material. Shot and drilled, then mucked. Continued to pump water.

March 14-17 - Still in vein material, but no mica. Continued with drift, shooting and mucking, until March 17 when field team visited the mine and recommended termination of the contract.

600

APR - 5 1955

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

Subject: Docket No. DMEA-3468 - Miss
Tom Cooper, et al.
Old Burleson (Potest) Mine
Mitchell County, North Carolina
Contract No. Lda-2752

Dear Mr. Lawrence:

Reference is made to your field team memorandum of March 23, 1955, requesting permission to terminate the subject contract by mutual agreement.

We have prepared and enclosed herewith the original and five copies of a Termination Agreement 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.

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

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

J. H. Hedges

Member, Bureau of Mines

Thor H. Kiilsgaard

Member, Geological Survey

Enclosures 6

WCAnderson:ad 4/1/55
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

600

March 29, 1955

Memorandum

To: Mr. J. L. Koffland, Acting Assistant Solicitor

From: Nonmetallic Minerals Division

Subject: Termination Agreement - Docket No. DMRA-3468 - Mica
Tom Cooper, et al.
Old Burlason (Poteat) Mine
Mitchell County, North Carolina
Contract No. Ida-E752

Pursuant to Field Team's request for permission to terminate the subject contract by mutual agreement in their memorandum of March 23, 1955, please prepare a Termination Agreement for signature of the Executive Officer, DMRA, Region V. No certification of discovery will be recommended.

Walter C. Anderson
Nonmetallic Minerals Division

WCAnderson:ad 3/29/55
Copy to: Admr. R. File
Docket
Mr. Houk

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 23 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

March 23, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region 5, Knoxville, Tennessee

Subject: DMEA-3468 (mica) Tom Cooper, et al. Old Burleson Mine (Poteat)
Mitchell County, N. C.

Attached is the recent interim report on the subject project. From this report it is obvious that additional work is not warranted. Work not completed under the contract is as follows:

24.23 feet of shaft @ $40/ft.

15 ft. of drift @ $30/ft.

The examiners do not believe that the expenditure of this additional footage is justified.

Permission is requested to terminate this project by mutual agreement. Certification will not be recommended.

V. J. Lynch, Acting

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

KHT/sm
cc:
Lynch
Shirley
Files

INTERIM REPORT

IMEA-3468, Idm-E752, OLD BURLESON MINE
(mica)

Operator: Tom Cooper, et al. Spruce Pine, North Carolina

Location: On the northwest side of U. S. Highway 19E, 2 miles S. 70° west of Spruce Pine, Mitchell County, North Carolina

This contract has been suspended without making a significant discovery of strategic mica. Work accomplished under contract consisted of shaft rehabilitation, timbering of an existing 46 ft. shaft, construction of a toolhouse and powder and exploder magazines, deepening the shaft an additional 23 feet in new ground, and driving 60 feet of drift. Turnoff on the drift was at the 65-foot shaft level, leaving a 4 ft. sump for water. Material encountered during shafting and drifting was primarily feldspar, with little quartz, and an occasional small block of green muscovite mica.

All work was conducted satisfactorily.

Inspected: March 17, 1955.

L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

K. H. Teague and D. H. Amos, Geologists
U. S. Geological Survey

Anderson

DEPT. OF THE INTERIOR
Minerals Administration
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MAR 16 1955

INTERIM REPORT

DMEA-3168, Idm-E752 (mica) OLD BURLESON MINE

Operator: Cooper, Phillips and Slagle, Ptnrs. Spruce Pine, North Carolina

Location: On the northwest side of U. S. Highway 19E, 2 miles S. 70° W. of Spruce Pine, Mitchell County, N. C.

Drifting from the 65 foot shaft level to the northeast is underway on this contract and an advance of 18 feet has been made; 8 feet has been driven in a N. 10° E. direction, and 10 feet in a N. 75° E. direction. Material encountered is primarily feldspathic and is very soft. Occasionally small, thin blocks of green muscovite mica and inclusions of mica gneiss are encountered.

The Operator was advised to continue timbering the drift, using side and top lagging as long as ground is badly weathered. The use of magazines provided for storing caps and powder was again pointed out to the foreman. Progress on this contract is satisfactory.

Inspected:
March 2, 1955

L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

K. H. Teague and D. H. Amos, Geologists
U. S. Geological Survey

Anderson

Form MF 104 (Rev.)
(April 1952)

Budget Bureau No. 42-R1036.5

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

44

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of February, 1955 Docket No. DMEA 2460 Contract No. [illegible]
Operator's Name Sam Cooper, Sam E. Phillips and Jack Slagle Minerals Mica
Address Cooper Mining Co., Spruce Pine, N. C.
Contract Amount, $ 4006.00 Government Participation: 75% Amount, $ 3007.00

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						
25' Drifting @ 30.00 ft.	150.00		150.00			
25' Stope @ 40.00 ft.	600.00	320.00	920.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
Maintaining Stope		250.00	250.00			
Timbering Stope		532.00	532.00			
(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						
Workmen's Comp.		75.00	75.00			
(8) Contingencies (specify):						
TOTALS	1050.00	1059.00	2109.00	1050.00	1059.00	2109.00

I certify that the above bill is correct and just and that payment therefor has not been received.
Date 3-1-55 *Payee Cooper Mining Co.
Per Sam E. Phillips 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:
$ 787.50
Signature Helen R. Mello
(Authorized Certifying Officer)
Date 3-9-55 Vou. No.
(See other side)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 11 1955

262.50

(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. DM-E 750 in accordance with the terms of the contract.

Signature Lawrence E. Shirley Title Mining Engr. U.S.B.M. Date March 7, 1955

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lawrence Title EXECUTIVE OFFICER DMEA REGION V Date MAR 8 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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
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MAR 11 1955

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

Month of February 1955 Docket No. DMEA [illegible] Contract No. [illegible]
Operator's Name Van Cooper, Sam L. Phillips & Jack Steele Minerals Mica
Address Cooper Mining Co., Spruce Pine, N. C.

OPERATION	Unit	Costs This Month	Units This Month	Costs to Date	Units to Date	Unit Costs to Date	Authorized by Contract: Units	Authorized by Contract: Unit Costs
15' Drifting @ 30.00	Ft.	450.00	15	450.00	15	30.00	75	30.00
Crosscutting								
Raising								
19' Shafts @ 40.00	Ft.	680.00	15	920.00	23	40.00	47.23	60.00
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
[illegible]				150.00				150.00
[illegible]				532.60				[illegible]
Total Distributed Costs		1980.00		2532.00				Total Costs Authorized by Contract
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc. [illegible]				76.00				
Total Costs		1980.00		2608.00				

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

Date 3-2-55 Operator Cooper Mining Co.

Per Sam L. Phillips 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

Uranium Exploration
RECEIVED
MAR 11 1955

[illegible]
Monthly Report of Progress

February, 1955

D [illegible]-3468

Idm- [illegible] 752

Work Accomplished:

We lowered the shaft an additional 15 feet further to the north, and were in vein material all the way. We had quite a lot of water, and had to spend about two hours each morning bailing water. No [illegible] encountered. After the shaft reached the 70' level, we floored it and left a [illegible]' water hole. We then began a drift in a direction recommended by the field team, advancing 25' in vein material and finding no [illegible].

Daily Notes:

Feb. 2 - 4 - Bailed water, drilled, shot and mucked.

Feb. 7- 11 - Continued lowering shaft in vein material, bailing water each morning.

Feb. 14-18 - After field team visited, floored over the bottom of the shaft and upon their instructions began the drift.

Feb. 21-25 - Drilled and shot in vein material, mucked. Repeated operations until we had advanced 15' in the drift. Four men worked full time at the prospect.

6 Anderson

INTERIM REPORT

DMEA-3468, Idm-E752 (mica) Old Burleson Mine

Operator: Cooper, Phillips and Slagle, Spruce Pine, N. C.

Location: On the northwest side of U. S. Highway 19E, 2 miles S. 70° W. of Spruce Pine, Mitchell County, N. C.

Shaft sinking continues on this contract, and coupled with the rehabilitated 46 feet, now totals 65 feet. The last 19 feet is in feldspathic pegmatite barren of mica. Sinking will continue until another examination can be made or total depth has been reached. Instructions have been given for turning off on drift levels.

A combination hoist and toolhouse, powder and cap magazines, and a conventional hoisting frame has been constructed. Equipment consists of a gasoline powered hoist, a 105 c.f.m. air compressor with drilling accessories and necessary hand tools.

The Operator was advised to store powder and caps in magazines provided and to correct position of Crosby clips on hoisting rope.

Inspected: Feb. 17, 1955.

L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

K. H. Teague and D. H. Ames, Geologists
U. S. Geological Survey

February 21, 1955

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Amendment No. 1 - Docket No. DMEA-3468 - Mica
Tom Cooper, et al.
Old Burleson (Poteat) Mine
Mitchell County, North Carolina
Contract No. Idm-E752

The Nonmetallic Minerals Division concurs in Amendment No. 1 to the subject contract as written and executed in the field. This amendment changes 36 feet timbering existing shaft to 46 feet, and changes 50 feet of incline to 47.23 feet of vertical and/or inclined shaft. These is no change in total cost of project.

This amendment is necessary because the work revealed that the existing shaft was 46 feet deep instead of 36 feet as reported by the field team.

/S/

Walter C. Anderson
Nonmetallic Minerals Division

WCAnderson:ad 2/21/55
Copy to: Admr. R. File
Mr. Houk

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 425 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

February 10, 1955

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Amendment No. 1, on DMEA-3468, Idm-K 752, Cooper, Phillips and Slagle, Partners, N. C.

Transmitted are three signed copies of the subject amendment. The usual distribution of the other copies has been made from this office.

V. J. Lynch

ZM.
cc:
Lynch
Shirley
Finance Office
Files

Mr. Carlson

DEPT. OF THE INTERIOR
Land Office
Administration
RECEIVED
FEB 24 1955

INTERIM REPORT

DMEA-3468, Idm-E752, OLD BURLESON MINE

Operator: Tom Cooper, Sam L. Phillips and Jack Slagle, Spruce Pine, N. C.

Location: On the northwest side of U. S. Highway No. 19E, 2 miles S. 70° W. of Spruce Pine, Mitchell County, N. C.

Shaft sinking is under way on this project. The existing shaft when mucked out was 46 feet deep. It has been deepened an additional 11 feet to a present depth of 57 feet. The entire shaft has been timbered. The lower 11 feet is entirely in pegmatite. No mica has been recovered to date.

Progress on this contract is satisfactory.

Examined: February 3, 1955.

K. H. Teague and D. H. Amos, Geologists
U. S. Geological Survey

g

HF-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

37

Month of January, 1955 Docket No. DMEA 3468 Contract No. Idm-E 752
Operator's Name Tom Cooper, Sam L. Phillips and Jack Slagle Minerals Mica
Address Cooper Mining Co., Spruce Pine, N. C.
Contract Amount, $ 4916.00 Government Participation: 75% Amount, $ 3687.00

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing						
Crosscutting						
Drifting						
Rehabilitate Shaft	150.00		150.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
46' Timbering Shaft @ 11.11	511.00		511.00			
3' Shaft @ 40.00	320.00		320.00			
(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						
Toolhouse	78.00		78.00			
(8) Contingencies (specify):						
TOTALS	1059.00		1059.00	1059.00		1059.00

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

Date 2-8-55 *Payee Cooper Mining Co.
c/o Sam L. Phillips

Per Sam L. Phillips 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:

$ 794.25

Signature Helen R. Miller
(Authorized Certifying Officer)

Date 2-10-55 Vou. No.
(See other side)

264.75

(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. Idu E-752 in accordance with the terms of the contract.

Signature Henry H Lemos Title Geologist-USGS Date Feb 10, 1955

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature V. J. Lynch Title ACTING EXECUTIVE OFFICER DMEA REGION V Date FEB 10 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.

MF-104A
(Rev. 1952)

Budget Bureau No. 42-R1151.2

DEPARTMENT OF THE INTERIOR
Bureau of Mines Administration
RECEIVED
FEB 14 1955

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of January 195 5 Docket No. DMEA 3463 Contract No. Idm-E752
Operator's Name Tom Cooper, Sam L. Phillips, and Jack Slagle Minerals Mica
Address Cooper Mining Co., Spruce Pine, N. C.

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Rehabilitate Shaft		150.00		150.00				150.00
Drifting								
Crosscutting								
Raising								
8' Shafts @ 40.00	Ft.	320.00	8	320.00	8	40.00	47.23	40.00
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
46' Timbering @ 11.11 ft	Ft.	511.00	46	511.00	46	11.11	46.	11.11
TOTAL DISTRIBUTED COSTS		981.00		981.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
Toolhouse		78.00		78.00				
TOTAL COSTS		1059.00		1059.00				

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

Date 2-8-55 Operator Tom Cooper, Sam L. Phillips and Jack Slagle

Per Sam L. Phillips 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 872894

Operator's
Monthly Report of Progress

January, 1955

DMEA-3468, Idm-E 752

Date Work Began: Jan. 3, 1955

Work Accomplished:

We rehabilitated 46 feet of existing shaft, moved in hoist, set up mask and boom pole. We timbered and installed permanent ladders in the existing shaft, then timbered and sank shaft an additional 8'. The shaft has been in vein material all the way, but we have found no mica. Constructed tool house.

Daily Notes:

Jan. 3 - 7 - Moved in hoist and equipment. Set up mask and boom pole. Worked on rehabilitating 46' of existing shaft and cleaning out. Have three men working one shift.

Jan. 10 - 14 - Began timbering and installing permanent ladders in existing shaft. Brought in lumber and materials. Three men worked full week completing 46'. Built tool house.

Jan. 17 - 21 - Began lowering shaft below old level. Drilled and shot and mucked.

Jan. 24 - 31 - Continued down with shaft. Shaft is in vein material but no mica has been found. Drilled and shot, then mucked out waste.

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

Defense Minerals Administration
RECEIVED
JAN 27 1955

January 25, 1955

Mr. Tom Cooper

Spruce Pine, N. C.

Re: DMEA-3468, Idm-E752 (mica)
Old Burleson Mine

Dear Mr. Cooper:

This will confirm the verbal authorization given Mr. Sam L. Phillips, your partner, last week to proceed with Stage II of the exploration work at the Old Burleson Mine, as provided in the subject exploration contract.

Very truly yours,

Wm. A. Beck, Acting Executive Officer
DMEA- Region V

DMA?sm
cc:

Beck
Opr/Com.
Shirley
Files

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 27 1955

INTERIM REPORT

DMEA-3468, Idm-E752, OLD BURLESON MINE

Operator: Tom Cooper, Sam L. Phillips and Jack Slagle, Spruce Pine, N. C.

Location: On the northwest side of U. S. Highway No. 19E, 2 miles S. 70° W. of Spruce Pine, Mitchell County, N. C.

The starting date on this contract is January 10, 1955. Stage I of the contract which consisted of rehabilitating an existing vertical shaft has been completed. A conformable pegmatite about 10 feet thick is exposed in the bottom of the shaft. It strikes N-S and dips 40° to the west. No zoning is apparent in the body. Scattered books of mica are present. Only minor "ground hogging" has been done from this shaft.

It is recommended that Stage II of the contract be undertaken.

Examined: January 19, 1955.

K. H. Teague and D. H. Amos, Geologists
U. S. Geological Survey

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

January 11, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region VII - Knoxville

Subject: Contract Idm-E 752, DMEA-3468 (mica) Tom Cooper, Sam L. Phillips, and Jack Slagle, Partners, N. C.

Transmitted are three signed contracts on the subject partnership - DMEA-3468.

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

Robert A. Laurence

ZM.
cc:
Beck
Shirley
Finance Office
Laurence

JAN - 4 1955

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

Subject: Docket No. DMEA-3468 - Mica
Tom Cooper, et al.
Old Burleson (Potent) Mine
Mitchell 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.

If the contract meets with your approval present it to the Operators for their 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 October 19, 1954, and from the Bureau of Mines, dated October 15, 1954, are enclosed.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

J. H. Hedges

Member, Bureau of Mines

Thor H. Kiilsgaard

Member, Geological Survey

Enclosures 10

WCAnderson:ad 12/30/54
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

N/24/54

600

Mr. Sam L. Phillips

Spruce Pine, North Carolina

Re: Docket No. DMEA-3468 - Mica
Tom Cooper, et al.
Old Burleson (Poteat) Mine
Mitchell County, North Carolina

Dear Mr. Phillips:

Reference is made to your application for exploration assistance at the subject mine.

The legal description of the leased area on the mining lease and on the Owner's Consent to Lien are not referenced to a permanent identifiable point. "The center of mine known as the Old Burleson Mine" is not a point that can be definitely established and, therefore, cannot be accepted as a reference point. The legal description may be referenced to the center of the 36-foot shaft. The mining lease and Owner's Consent to Lien are returned herewith for correction. The point of beginning of the legal description should start at a point on the boundary of the tract and not at the reference point.

Processing of your application will be resumed when the corrected lease and Owner's Consent to Lien are returned.

Sincerely yours,

SIGNED

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

Enclosures 7

LGHouk:gad 11/23/54
Copy to: Admr. R. File
Docket
Field Team, Region VII
Mr. Dietrich, 3061
Mr. Killsgaard, 5222
Mr. Houk

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

November 10, 1954

Memorandum

To: Operating Committee, D. M. E. A. Washington

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

Subject: Field Examination Report - DMEA-3468 (mica) Old Burleson Mine (Poteat Mine) Mitchell County, N. C.

Reference is made to your letter on the subject mine, dated November 1, 1954.

No old surface workings nor outcrops of pegmatite occur on the hill slope west of the 36-foot shaft. The slope of the hill as shown on the sketch attached to the field examination report is not correct. It is estimated that this slope is nearer 30 degrees.

The attitude of the pegmatite as given in the report is only approximate as no direct observations could be made. A north-south strike and a dip of 30° to the west was obtained by considering relative positions of old works and by observing down old inaccessible shafts. The dip may well be steeper than the estimated 30 degrees.

It was because of this uncertainty about the attitude of the pegmatite and also the desire to examine more closely its character (zoning, mineral composition, mica distribution, etc) that a staged program, with Stage I to consist of cleaning out and making accessible the 36-foot shaft, was recommended. If this information is favorable, the Field Team is of the opinion that exploration from the 36-foot shaft would be more economical and would yield quicker results than any other approach.

D. H. Amos, for R. A. Laurence
EXECUTIVE OFFICER
DMEA REGION VII

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

DMA/sm
cc:
Beck
Lynch-Opr. Com. Files

600

NOV 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-3468 - Mica
Tom Cooper, et al.
Old Burleson (Poteat) Mine
Mitchell County, North Carolina

Dear Mr. Laurence:

Reference is made to the application for exploration assistance at the Old Burleson (Poteat) Mine.

The Field Team in its report of September 23, 1954, recommends a contract in the amount of $4,913.00. They propose to sink a 50-foot incline on the pegmatite westward from the existing 36-foot shaft and then drive 75 feet of drift along the pegmatite. According to the report the pegmatite dips 30° West. Since the contours on the attached sketch indicate the hillside slopes downward about 50° in the same direction, it appears the pegmatite should outcrop a short distance west of the shaft.

If the above analysis is correct, would it not be more economical to explore the pegmatite with an adit at an approximate location further down the slope. We will appreciate your comments after further investigation by the Field Team.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

J. H. Hedges

Member, Bureau of Mines

Thor H. Kiilsgaard

Member, Geological Survey

WCAnderson:gad 10/27/54
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Dietrich, 3061
Mr. Kiilsgaard, 5223
Mr. Houk

IN REPLY REFER TO:

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

October 19, 1954

Re: DMEA-3468
Old Burleson Mine
Spruce Pine
Mitchell Co., N. C.
$4,913 - Mica

Memorandum

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

From: E. L. Newcomb, U. S. Geological Survey

Subject: Review of field examination report

The Field Team has recommended exploration assistance be granted to the applicant.

The recommended project would consist of 2-stages, (1) rehabilitate westernmost 36-foot shaft, (2) if evidence in shaft is favorable, a 30-foot incline will be driven from bottom of shaft and 75 feet of drift will be driven in the pegmatite.

The three shafts on Field Team's map are reported to have intersected pegmatite. However, little work was done in the 36-foot shaft, because of its proximity to a former property line. The applicant has acquired a lease to this neighboring property in order to explore downdip from the 36-foot shaft.

I concur with the Field Team's proposed 2-stage project and recommend a contract be approved.

E. L. Newcomb

ELNewcomb:hlm
G-10/19/54

Copy to: Director's reading, 4212
Branch reading, 4212
DMEA (3)
Docket file
W. F. Dietrich, 3061

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

Defense Minerals Administration
RECEIVED
OCT 18 1954

October 15, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3468 (mica)

Applicant: Tom Cooper

Name and Location of Property: Old Burleson (Poteat) Mine
Mitchell County, North Carolina

Date of Field Team Report: October 1, 1954

Date Rec'd. by Ceramic & Fertilizer Mtls. Br.: October 11, 1954

Field Team Recommendation:

1. Exploration assistance.

Comments:

1. The mine produced considerable mica during World War I and recently $800 worth of strategic mica was recovered and sold. The examiners believe there is a good chance of further discovery down dip.

2. The proposed exploration in two stages is consistent with good engineering practice and estimated unit costs are in line with other DMEA projects in the area.

3. Costs are estimated to total: Stage I - $150
Stage II - $4,763

Recommendation:

I concur in the field team's recommendation for a two-stage exploration project in the amount of $4,913.

Signed

W. F. Dietrich

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 4 WASHINGTON POST OFFICE BLDG.
KNOXVILLE 2, TENN.

RECEIVED
OCT - 4 1954

~~September~~
October 1, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region VII

Subject: Field Examination Report on DMEA-3468, Old Burleson Mine. Mitchell County, N. C.

Transmitted are four copies of the subject examination reports, and six extra copies of the map.

The Field Team concurs with the recommendations set forth in the report.

Wm. A. Beck, Acting
Executive Officer, DMEA
Region VII

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

Reviewed by
DMEA OPERATING COMMITTEE
10-8-54
(date)

ZM
cc:
Beck
Lynch
Files

OCT 4 1954

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD EXAMINATION REPORT-FIELD TEAM, REGION VII

ON

DMEA-3468, OLD BURLESON (POTEAT) MINE
(mica)
Mitchell County, North Carolina

BY

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

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

Lawrence E. Shirley, Mining Engineer
U. S. Bureau of Mines

Reviewed by
DMEA OPERATING COMMITTEE
10-8-54
(date)

September 23, 1954

FIELD EXAMINATION REPORT
On

OLD BURLESON (POTEAT) MINE (mica)
DMRA-3468

Applicants: Tom Cooper, Sam L. Phillips, Jack Slagle, all of Spruce Pine, N. C., c/o Tom Cooper, Route # 1, Spruce Pine, N. C.

This mine was a large producer of mica during World War I. Work since that date has been limited. Three shafts shown on the attached sketch were in pegmatite, apparently down dip from the outcrop south of previous extensive workings. The possibilities appear to be promising that additional mica may be found further down dip at this place. Exploration assistance is recommended.

The deposit was examined on September 23, 1954. Messrs. Tom Cooper, Sam L. Phillips, and Mrs. Jack Slagle accompanied the examiners on the inspection which required two hours.

The Old Burleson (Poteat) fledspar and mica mine is two miles S. 70° W. of Spruce Pine, Mitchell County, North Carolina. It is on the northwest side of U. S. Highway No. 19E. Access is excellent at all times.

All applicants appear to be competent to conduct the proposed project.

Area covered by the lease is adequate for the proposed exploration.

There are no surface facilities on the property, although an electric line is about 220 feet from the proposed site of work. Workings on the northeast end of the mine are extensive. The more extensive works are caved and inaccessible. They include six shafts and an open cut from which a 45° incline is reported to extend 200 feet to the west or southwest. The three shafts shown on the attached map were sunk to intersect pegmatite (dump material from each contain pegmatite material), although reports are that the westernmost shaft was very near a former property line and that little or no work was conducted from it down the dip. The adjacent property has since been acquired and is included in the lease.

The mine was discovered about 1914 by J. H. Poteat. Most of the mining was done about 1917-20 by J. E. Burleson who is reputed to have produced about $225,000 worth of mica. Recently Mr. Tom Cooper, cleaned out part of the old cut with a bulldozer and obtained about $800 worth of strategic mica.

Little is known about the size, character, and mica content of this pegmatite. Where exposed in the open cut it is enclosed in alaskite, trends N-S, 12 feet thick, dips vertically, and is composed of perthite, quartz, plagioclase, green mica, and red garnet - listed in order of abundance.

In the three open shafts on the hill, southwest of the open cut it seems to be enclosed conformably in mica schist, strikes N-S, and dips 30° W. No information is available as to its thickness at this place. In the area of the three shafts, most of the pegmatite has probably been removed up dip east of the westernmost shaft. They are all probably connected underground by drifts and stopes. The mica is green in color, hard, generally flat, clear, and splits well. Some books exhibit "A" structure and contain flattened garnet. Size of books obtained is not known.

The examiners believe that possibilities exist down dip from the westernmost shaft for the discovery of a worthwhile mica deposit. As so little is known about the character of the pegmatite in this area, we recommend that, if exploration assistance is granted, the project be set up in Stages. Stage I should consist of cleaning out and installing ladders in the 36-foot westernmost shaft. If information from Stage I is satisfactory, Stage II should consist of timbering the 36-foot shaft (which is 6' x 8' in cross section) sinking a 50-foot incline from it on the pegmatite and driving 75 feet of level from the incline.

Estimated Cost:

Stage I

Clean out and install ladders in 36-foot shaft	$ 150.00

Stage II

Timber and install permanent ladders in 36-ft. shaft. (5 shifts)

Toolhouse		75.00
Exploder Magazine		13.00
Powder Magazine		25.00
Labor:		
1 - timberman @ $1.50/hr.	$ 60.00	
1 - hoistman @ $1.25/hr.	50.00	
Hoist (rental) @ $50/Mo.	12.50	
1 - laborer @ $1.00/hr.	40.00	
Supplies:		
Timber, 3000 BF @ $65/M	195.00	
Gasoline, oil, nails, small tools	42.50	400.00

Sink 50 feet incline (30 shifts)

Labor:	
1 - miner @ $1.50/hr.	360.00
1 - hoistman @ $1.25/hr.	300.00
1 - laborer @ $1.00/hr.	240.00

Equipment (rental)		
Compressor and drill @ $220/Mo.	$330.00	
Hoist @ $50/Mo.	75.00	
Pump @ $20/Mo.	30.00	
Supplies:		
Gasoline and oil	75.00	
Drill steel	75.00	
Explosives	125.00	
Timber, 2000 B.F. @ $65/M	130.00	
Small tools, pipe, etc.	100.00	
Miscellaneous	60.00	
Social Security, insurance, etc.	100.00	$2,000.00
75 feet of drift from incline (30 shifts)		
Labor:		
1 - miner @ $1.50/hr.	360.00	
1 - Hoistman @ $1.25/hr.	300.00	
2 - Laborers @ $1.00/hr.	480.00	
Equipment (rental)		
Compressor, drill, jackleg @ $230/Mo.	345.00	
Hoist @ $50/Mo.	75.00	
Pump @ $20/Mo.	30.00	
Supplies:		
Gasoline and oil	100.00	
Drill steel	75.00	
Explosives	250.00	
Small tools, pipe, etc.	100.00	
Miscellaneous, etc.	35.00	
Social Security, Insurance, etc.	100.00	2,250.00
Estimated Total Cost of Stage I and II.....		$4,913.00

Exam. date- September 23, 1954.

K. H. Teague and D. H. Amos, Geologists
U. S. Geological Survey

L. L. Shirley, Mining Engineer
U. S. Bureau of Mines

600

SEP 2 4 1954

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

Subject: Docket No. DMEA-3468 - Mica
Tom Cooper, et al.
Old Burleson Mine
Mitchell 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 September 7, 1954, and from the Bureau of Mines, dated September 16, 1954, are enclosed for your information.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:
J. H. Hedges

Member, Bureau of Mines

Thor H. Kiilsgaard

Member, Geological Survey

Enclosures 4

LGHouk:gad 9/21/54
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Dietrich, 3061
Mr. Kiilsgaard, 5227
Mr. Houk

SEP 24 1954

Mr. Tom Cooper, et al.
Route 1
Spruce Pine, North Carolina

Re: Docket No. DMEA-3468 - Mica
Old Burleson Mine
Mitchell County, North Carolina

Dear Mr. Cooper:

Your application for exploration assistance on 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.

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

Administrator

LGHouk:gad 9/21/54
Copy to: Admr. R. File
Docket
Operating Committee
Field Team, Region VII
Mr. Dietrich, 3061
Mr. Kiilsgaard, 5227
Mr. Houk

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

September 16, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Donald R. Irving, Acting for Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3468 (mica)

Applicant: Sam L. Phillips

Name and Location of Property: Old Burleson Mine
Mitchell County, North Carolina

Date Application Rec'd. by Ceramic & Fertilizer Mtls. Br.: 9/1/54

Comments:

1. No data available in this office on subject mine.

Recommendation:

It is recommended that the field team visit this mine when in that vicinity to ascertain if an exploration project is justified. If so, the field team and applicant should agree on a definite plan of exploration on a unit-cost basis.

Signed

Donald R. Irving

IN REPLY REFER TO:

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

September 7, 1954

Memorandum

REVIEW OF APPLICATION DMEA-3468 (mica)

To: L. G. Hook, Defense Minerals Exploration Administration
From: E. L. Newcomb, U. S. Geological Survey
Applicant's name and address: Sam L. Phillips, Spruce Pine, N. C.
Name of property: Old Burleson Mine
Location of property: Near Estatoe, Mitchell County, North Carolina
Summary of applicant's proposal:

Rehabilitation of shaft	-	40 feet
Deepen shaft	-	45 "
Drifting and crosscutting	-	100 "
Total cost	-	$6,930

Sources of information on applicant's property:

We do not have any specific data on this property. There are numerous mines in the general area that have the Burleson name, and without more definitive information it is next to impossible to relate this pegmatite to those recorded in our files.

Comments:

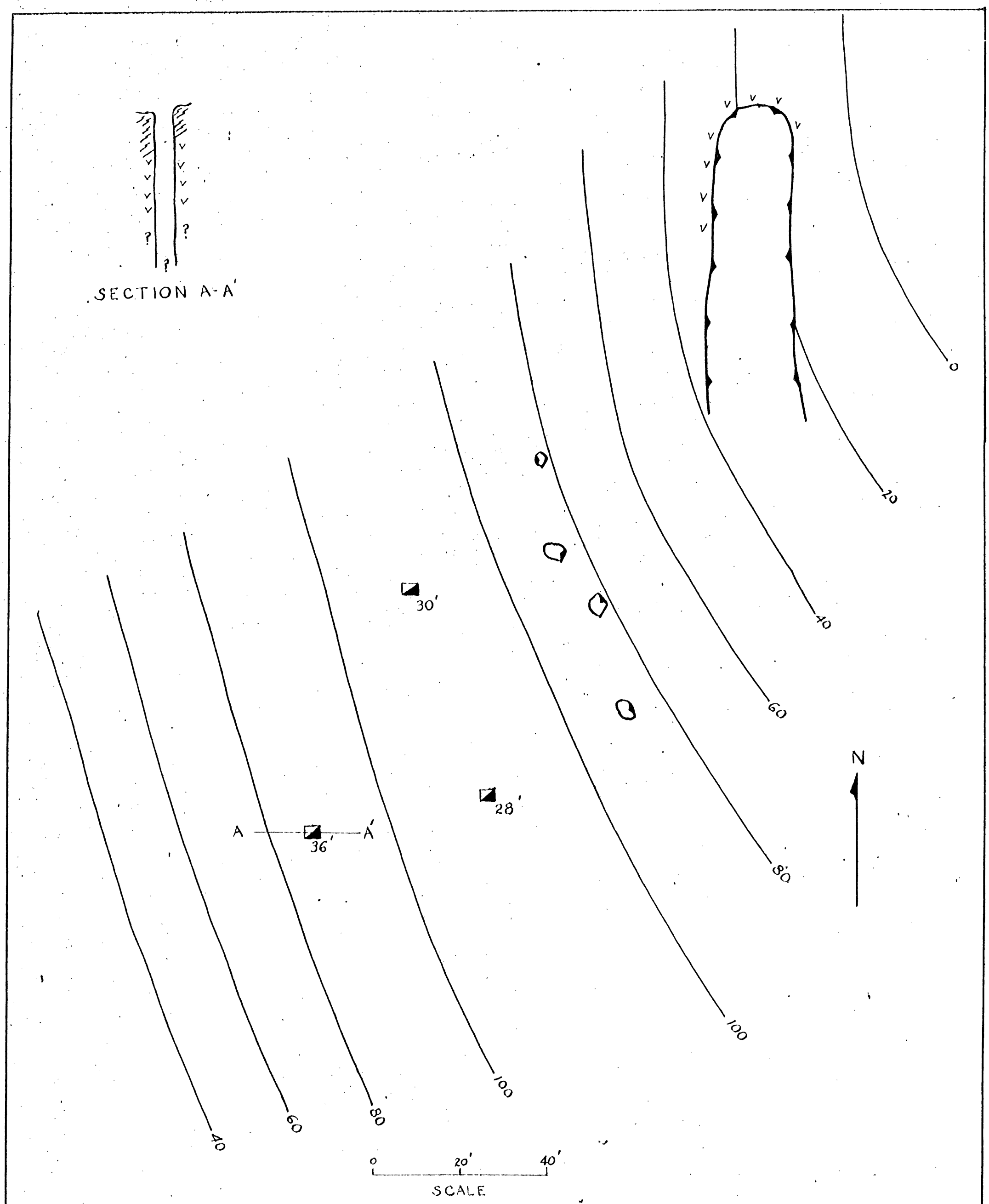
The merit of the proposed work can best be appraised in the field.

RECOMMENDATION: I recommend this application be referred to the Field Team for their review.

E. L. Newcomb

ELNewcomb:hlm
G-9/7/54

Copy to: Director's reading, 4212
Branch reading, 4212
DMEA (3)
Docket file
W. F. Dietrich, 3051



SKETCH OF
OLD BURLESON MINE
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