DMEA 3539

DOCKET INDEX

ACTION DOCUMENTS

1	APPLICATION	DATE RECEIVED	10-19-54
2	CONTRACT	DATE	1-3-55
3	TERMINATION AGREEMENT	DATE	6-1-55
4	CERTIFICATION	DATE	
5	AUDIT REPORT	DATE	
6	AMENDMENTS - NUMBERS	DATE	

Docket Copy

Hook Failure

RECEIVED
JUN 20 1955

NOTICE OF FAILURE TO ACHIEVE RESULTS

To: Mr. Robert L. Rudasill
Route # 5
Shelby, North Carolina

Operator under Exploration
Project Contract Idm-E753 (mica)
Docket No. DMMA-3539
Dated 3rd day of January 1955

1. The United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, pursuant to the provisions of Article 8 of the subject contract, hereby notifies you that in its opinion operations under the contract have failed to achieve anticipated results that indicate the probability of making a worthwhile discovery, and in its opinion further operations are not justified.

2. Pursuant to the provisions of said Article 8, the Government upon giving this notice is "free of all obligation to pay on account of units of work not then performed....."; and you are "free of all obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting."

3. By the provisions of Article 8c of the contract, the giving of this notice by the Government ".....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."

Effective date of termination: March 1, 1955

THE UNITED STATES OF AMERICA

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

2

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DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
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MF-200A
(Revised June 1954)

Docket No. DMEA 3539

Commodity Mica

Contract No. Idm-E - 753

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] Robert Lee Rudasill, whose mailing address is R.F.D. #5 Shelby, 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 Cleveland, and is described in Annex I.[3]

(b) The Operator represents and undertakes that:

(1) The Operator is the [4] Owner of [5] the entire interest in the land, in possession and entitled to possession for all of the purposes of this contract, under and by virtue of a [6] ....., [7] ..... recorded 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: Federal Land Bank Loan No. N-206-562 in amount of $3,600.00

(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: Release deed on ½ Acre applied for on October 5, 1954. Deed recorded January 19, 1955 in Cleveland County, N. C. Book 7E, page 289.

[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 March 3, 1958 shall commence the work, and on or before Sept. 3, 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 $3,500.00. The Government will contribute 75 percent of the fixed unit costs as work is performed, in a total sum not in excess of $2625.00: *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.

ROBERT LEE RUDASILL
(Operator)

By Robert Lee Rudasill

THE UNITED STATES OF AMERICA

By O O Mittendorf
Administrator, Defense Minerals Exploration Administration

Robin
Hollond
Fox
Fouch
Talbot
Goldridge
Gr Blanchard

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 THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 2 1955

EXPLORATION PROJECT CONTRACT
ROBERT LEE RUDASILL
DOCKET NO. DMEA-3539

ANNEX I

All that certain parcel or tract of land containing five tenths (0.5) of an acre, more or less, lying and being about 7 miles northwest of Shelby, in No. 7 Township, Cleveland County, North Carolina, and more particularly described according to a plat prepared by Packard Engineering Company, dated September 24, 1954, as follows:

> Begin at a point in the south property line of R. L. Rudasill's lands and property line of James Cabaniss, which point is South 87 degrees 15 minutes E 1050 feet from B. Cabaniss' property corner, and run with said south line South 87 degrees 15 minutes East 147.5; thence, North 2 degrees 45 minutes East 147.5 feet; thence North 87 degrees 15 minutes West 147.5 feet; thence South 2 degrees 45 minutes West 147.5 to the point of beginning.

EXPLORATION PROJECT CONTRACT
ROBERT LEE RUDASILL
DOCKET NO. DMRA-3539

EXHIBIT "A"

Description of the Work

The work consists of two successive stages, as follows:

Stage I

With a D-4 bulldozer or equivalent, cut two trenches along the strike of the pegmatite for approximately a total of 100 feet. The trenches shall be approximately 10 feet wide and 5 feet deep. The approximate locations of the trenches are shown on the attached sketch, entitled, "Sketch of Rudasill Pros."

Stage II

If the Government is of the opinion that the results of Stage I warrant it and it grants prior approval, Stage II shall be performed.

1. Sink a 40-foot inclined shaft at a point agreed upon between the Government and the Operator. The shaft shall have cross-sectional dimensions not less than 5 feet by 7 feet in the clear of timber.

2. On the 40-foot level of the shaft drive not more than an aggregate of 60 feet of drifts and/or crosscuts, having cross-sectional dimensions not less than 5 feet by 7 feet in the clear of timber.

All work shall be timbered as necessary.

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

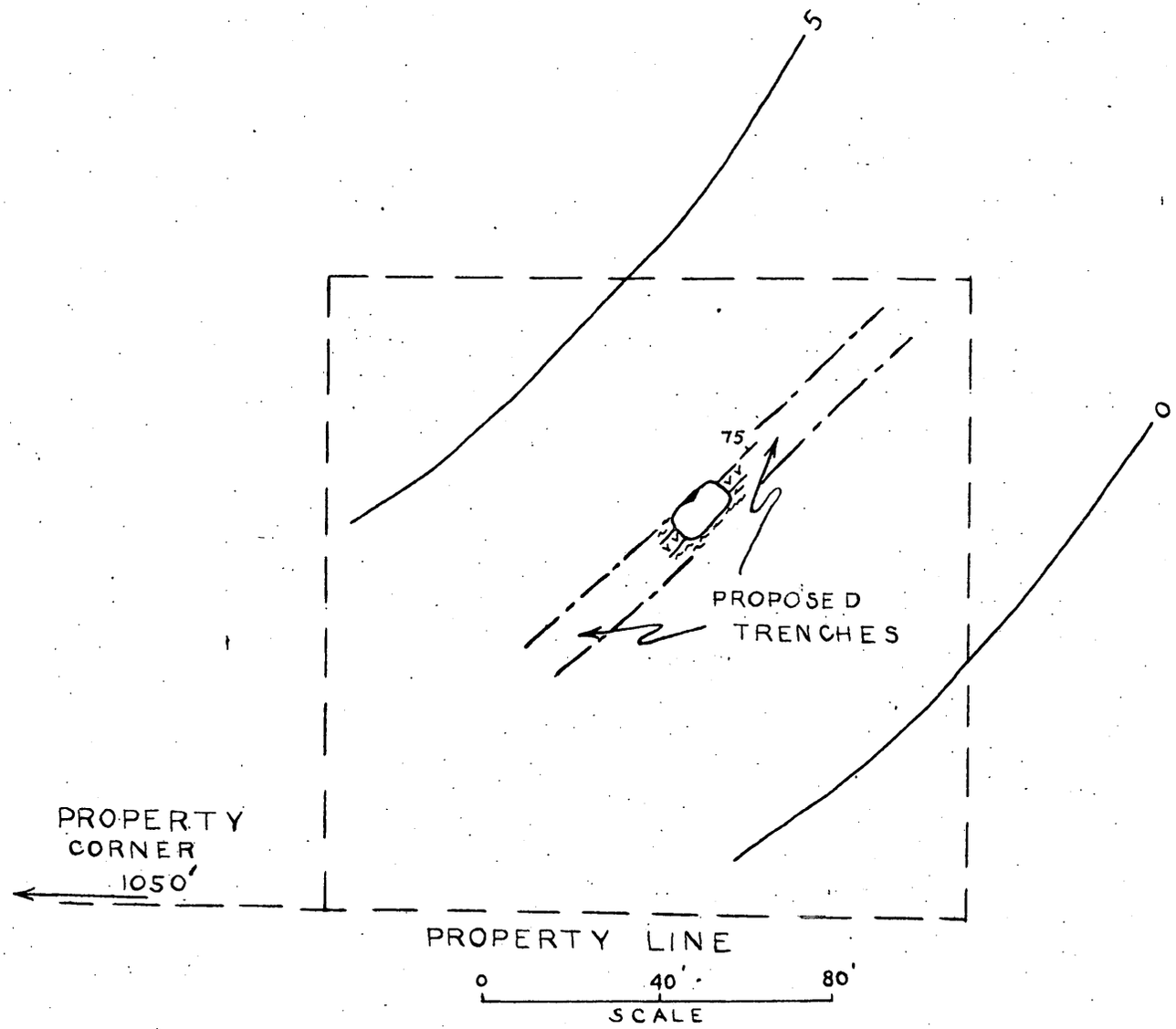
Fixed Unit Costs

Stage I

Bulldozing, 10 hrs. @ $10.00/hour	$ 100.00	
		$100.00

Stage II

Sink 40 feet of shaft @ $40.00/foot	$1,600.00	
Drift and/or crosscut 60 feet @ $30.00/foot	1,800.00	
		$3,400.00
Estimated Total Cost of Project		$3,500.00
Government participation @ 75%		$2,625.00



SKETCH OF
RUDASILL PROS.
CLEVELAND CO., N.C.

DMEA-3539 (mica)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB - 2 1955

RELEASE AND CONVEYANCE OF .5 acre to R. L. RUDASSILL AND WIFE, NINA CABANISS RUDASILL, described as follows:

All that certain parcel or tract of land containing five-tenths (0.5) acre, more or less, lying and being about 7 miles northwest of Shelby, in no. 7 Township Cleveland County, North Carolina, and more particularly described according to a plat prepard by Packard Engineering Company, dated September 24, 1954, as follows: Begin at a point in the south property line of R. L. Rudasill's lands and property line of James Cabaniss, which point is south 87 deg. 15 minutes east 1050 feet from B. Cabaniss' property corner, and run with said south line south 87 deg 15 min east 147.5 feet; thence north 2 deg. 45 min east 147.5 feet; thence north 87 deg. 15 min. west 147.5 feet; thence south 2 deg. 45 min west 147.5 feet to the point of beginning.

DOCKET COPY
Surname:

Houk
Chambers
Selfridge
JKJohnson

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

Mr. Robert Lee Rudasill
Route #5
Shelby, North Carolina

MAR - 2 1956

Re: Docket No. DMEA-3539-Mica
Robert Lee Rudasill
Rudasill Prospect
Cleveland County, North Carolina
Contract No. Idm-N753

Dear Mr. Rudasill:

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. O. Mittendorf

Administrator

JHopkins:ms 2/23/56
Copy to: Admr. R. File
Docket
Mr. Chambers
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Field Team, Region V
Mr. Houk
Mr. Hopkins

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

Project Summary Report

February 23, 1956

By: James Hopkins

1. Docket No. DMEA-3539-Mica
Robert Lee Rudasill
Rudasill Prospect
Cleveland County, North Carolina
Contract No. Idm-E753

Operator: Robert Lee Rudasill
Route #5
Shelby, North Carolina

Operator's Property Rights:
Owner of entire interest - Rudasill Property

2. Contract: Dated January 3, 1955
a) Work authorized:

Stage I	
Bulldozing 10 hrs @ $10.00/hr.	$ 100.00
Stage II	
Sink 40 ft. shaft @ $40.00/ft.	1600.00
Drift 60 ft. @ $30.00/ft.	1800.00
Total estimated cost	$3500.00

b) Amendments: none
c) Work Completed:
Bulldozing Trench 100'x12'x5 $ 100.00
Work began and completed February 18, 1955
Final Operators Report - waived by Executive Officer
Final Field Team Report - June 21, 1955

3. Audit Report: Report of Review dated June 28, 1955

Total Cost as billed by Operator	$100.00
Exceptions	None
Total Accepted Cost	$100.00
Government participation @ 75%	$ 75.00

4. Certification of discovery: none issued

5. Comments:
This project was established to explore a pegmatite on which no previous work had been done.

5. Comments:(cont'd)

An arc-shaped pegmatite 30 feet in length with a maxiumum Thickness of 5 feet was exposed by a bulldozer trench. It is essentially conformable to the enclosing country rock, mica-sillimanite schist. The body is poorly zoned with a central core of quartz and perthite and a fine grained outer zone of plagioclase, quartz, muscovite and garnet.

Only a few blocks(estimated 25 lbs.) of mica were recovered from the dozing. It is small, cracked and clay-stained.(Nonstrategic).

The work revealed that the strike length of the pegmatite was very limited. The contract was terminated by unilateral agreement March 1, 1955.

The Field recommended that no certification of discovery be issued, and that no further work be performed.

The Nonmetallic Minerals Division concurs in this recommendation. The Commodity Divisions of the Bureau of Mines and Geological Survey also concur.

The work was completed in an efficient and satisfactory manner.

No reserves of mica were found.

IN REPLY REFER TO:

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

October 5, 1955

Re: DMEA 3539, Idm-E753
Robert Lee Rudasill
Rudasill prospect
Cleveland Co., N. C.
$3,500 - Mica

Memorandum

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

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

Subject: Review of Field Team Final report.

$3,500 was approved for this project, but 10 hours of bulldozing showed the pegmatite was of very limited length. By the agreement the contract was terminated without further work having been done. The total expenditure was $100.00.

No reserves were established and the Field Team concluded and recommend that no certification of discovery should be made.

I concur with that recommendation.

N. E. Nelson

N. E. Nelson

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

RECEIVED
JUL - 6 1955

July 5, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA - 3539 (mica)

Applicant: R. L. Rudasill

Name and Location of Property: Rudasill Prospect
Cleveland County, North Carolina

Contract Number: Idm-E 753

Date of Field Team Report: June 21, 1955

Date Rec'd by Br. of Ceramic and Fertilizer Materials: June 29, 1955

Field Team Recommendation: Recommend no certification of discovery

Comments:

1. Possibility for discovery of a worthwhile deposit of strategic mica is considered poor.

2. Expenditures -

Total approved	$3,500.00
Total cost	100.00
Gov't. share of the cost	75.00
Value of production during operation	None

Recommendation:

I concur with the field team's recommendation.

W. F. Dietrich

W. F. Dietrich

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

RECEIVED
JUN 24 1955

June 21, 1955

Memorandum

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

From: Field Team, Region V, Knoxville, Tennessee

Subject: Final Report on Rudasill Prospect, DMEA-3539, Idm-E753
Robert Lee Rudasill, Route 5, Shelby, N. C.

Enclosed are the original and three copies of the Field Team's final report on the subject exploration contract.

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

V. J. Lynch
Acting Executive Officer

D. H. Amos

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

Attachments 4

Reviewed by
DMEA OPERATING COMMITTEE
6-27-55
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

RECEIVED
JUN 23 1955

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT BY FIELD TEAM
DMEA REGION V

On
DMEA-3539, RUDASILL PROSPECT (mica)
Cleveland 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

June 21, 1955

Reviewed by
DMEA OPERATING COMMITTEE
6-27-55
(date)

FINAL REPORT
On
Rudasill Prospect, DMEA-3539 (Mica), Idm-E753

RECEIVED
JUN 24 1955

Operator: Robert Lee Rudasill, Route 5, Shelby, N. C.

Location: 4.2 airline miles N. 45° W. of Shelby, Cleveland County, N. C.

Work completed under the contract consisted of bulldozing a trench under Stage I of the contract. This work revealed that the strike length of the pegmatite was very limited; thus, the contract was terminated by unilateral agreement effective March 1, 1955. No certification of discovery should be issued nor is additional exploratory work warranted.

The bulldozing was done on February 18, 1955 and required 10 hours. A trench about 100' x 12' x 5' deep trending northeast-southwest was made.

An arc-shaped pegmatite which is essentially conformable to the enclosing country rock, mica-sillimanite schist, was exposed by the trenching. It has a strike length of about 30 feet, and a maximum thickness of about 5 feet. The pegmatite occurs in the crest of a fold of the country rock, Northeast of the body the foliation and layering of the schist strikes N. 30° E. and dips 30° NW; to the southwest it strikes N-S and dips 30° to the west. The body is poorly zoned with a central core of coarse quartz and perthite and a fine-grained outer zone of plagioclase, quartz, muscovite and garnet. It also contains abundant wall rock inclusions.

Only a few blocks (estimated 25 pounds) of mica were recovered from the dozing. It is small, cracked and clay-stained.

No reserves were revealed by the work done under the contract.

Expenditures:			
	(a)	Total approved	$3,500.00
	(b)	Total cost of project	100.00
	(c)	Government's share of cost	75.00
	(d)	Government's share unexpended	2,550.00
	(e)	Value of production during operation	None

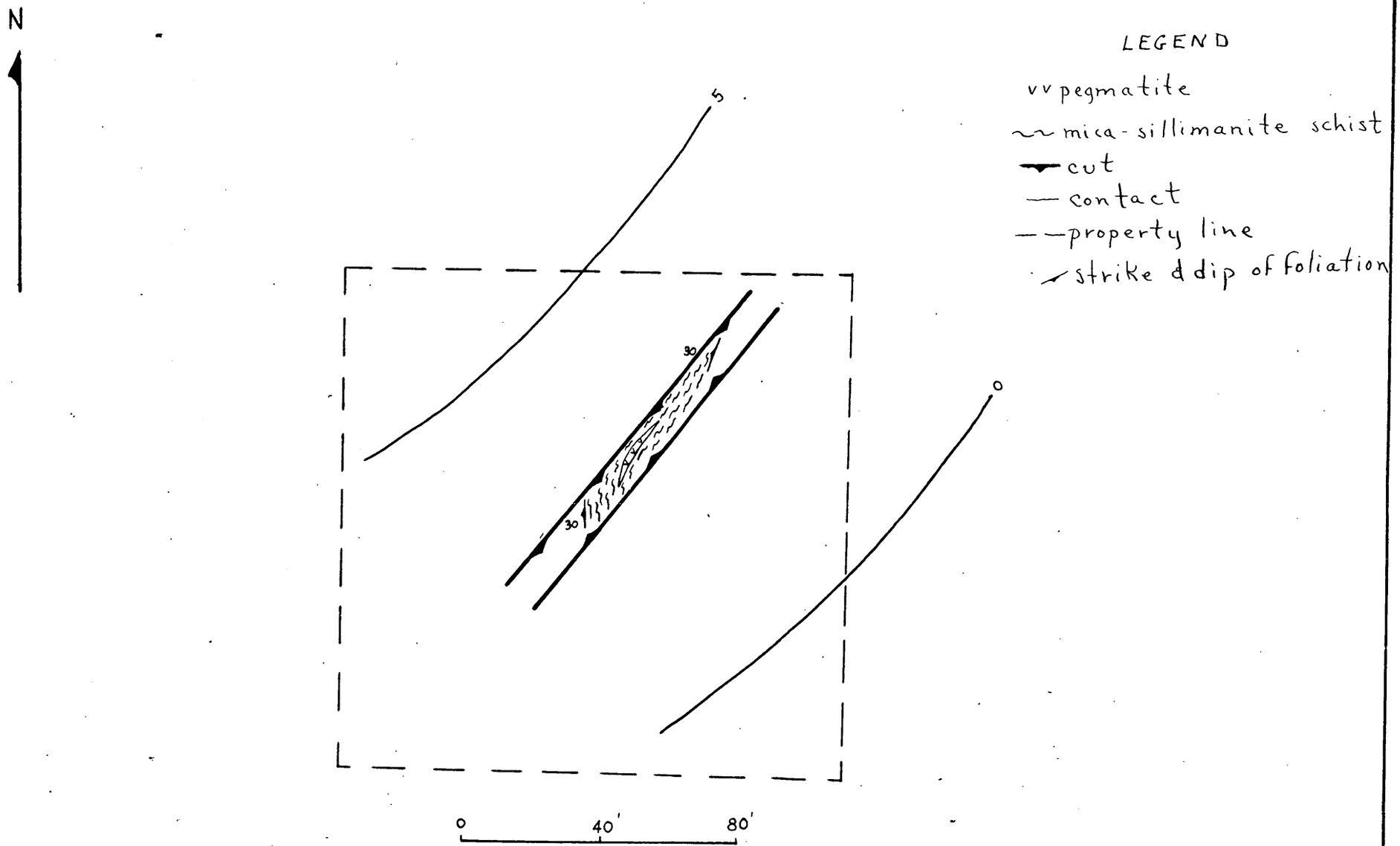
The work was done in a satisfactory manner. No equipment was purchased under the contract.

June 21, 1955.

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

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

g



SKETCH OF
RUDASILL PROS.
CLEVELAND CO., N.C.

DMEA-3539 (mica)

March 1, 1955

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

Department of the Interior
Defense Minerals Administration
RECEIVED
APR 14 1955

April 12, 1955

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: DMEA-3539, Idm-E753 (mica) Robert L. Rudasill Prospect - Request for Termination

Reference is made to our memorandum of March 18, transmitting interim report and requesting permission to terminate the subject contract.

Permission to terminate, effective March 1, 1955, is requested. Please prepare and send us the termination agreement for execution.

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

V. J. Lynch
V. J. Lynch, Mining Engineer
U. S. Bureau of Mines Member
DMEA Field Team

Docket Copy
Surname:

Hopkins
Brook
Chappelear
Selfridge
Hedges
Kiilsgaard

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

APR 11 1955

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

Subject: Docket No. DMEA-3539 - Mica
Robert L. Rudasill
Rudasill Property
Cleveland County, North Carolina
Contract No. Idm-E753

Dear Mr. Laurence:

Reference is made to your memorandum, dated March 14, 1955, regarding your request for permission to terminate the subject contract by mutual consent.

You are hereby authorized to terminate the subject contract in accordance with the provisions of DMEA Circular No. 33, June 30, 1954, employing the Form No. 6, "Termination Agreement (All Contract Forms - MF-200, MF-200A)".

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (JHB)

Approved:

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

Thor H. Kiilsgaard (JHB)
Member, Geological Survey

JHopkins:gad 4/5/55
Rewritten 4/7/55
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

R.A.L.

Docket Copy
Surname:
Hopkins
Houk
Hopkins

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

600

Mr. Robert A. Laurence
Executive Officer, DMEA
Field Team, Region V
Room 19, Post Office Bldg.
Knoxville 2, Tennessee

Subject: Docket No. DMEA-3539 - Mica
Robert L. Rudasill
Rudasill Property
Cleveland County, North Carolina

Dear Mr. Laurence:

Reference is made to your memorandum, dated March 14, 1955, regarding your request for permission to terminate the subject contract by mutual consent.

You are hereby ~~granted permission~~ authorized to terminate the subject contract in accordance with the provisions of DMEA Circular No. 33, June 30, 1954, employing the Form No. 6, "Termination Agreement (All Contract Forms - MF-200, MF-200A)".

Sincerely yours,

Chairman, Operating Committee

Approved:

Member, Bureau of Mines

Member, Geological Survey

JHopkins:gad 4/5/55
Copy to: Admr., R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

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

Defense Minerals Administration
RECEIVED
MAR 18 1955

March 14, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: ~~Acting~~ Field Team, DMEA- Region V - Knoxville

Subject: DMEA-3539, Idm-E753, (mica) R. L. Rudasill Prospect.

Transmitted are 4 copies of an Interim Report on the subject contract.

Work accomplished in Stage I of this contract indicates that no pegmatite capable of producing strategic mica exists. The Field Examiners and the Operator agree that no further work is warranted. The Field Team therefore requests permission to terminate the project by mutual consent.

V. J. Lynch

V. J. Lynch, Acting
EXECUTIVE OFFICER
DMEA REGION V

W. A. Beck

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

INTERIM REPORT

DMEA-3539, Idm-E753 (mica) R. L. Rudasill Prospect

Operator: R. L. Rudasill, R#5, Shelby, North Carolina

Location: 4.2 airline miles N. 45° W. of Shelby, Cleveland County, N. C.

Starting date on this contract is February 18, 1955. Stage I consisting of trenching by bulldozer has been completed. The Field Examiners are of the opinion that sufficient work accomplished has not shown that a pegmatite exists at this location capable of producing strategic mica, and, as a result of Stage I, Stage II should not be understaken. The Operator is in agreement with the examiners.

A bulldozer trench trending N. 40° E., 100' x 15' x 6' (max. depth) has been completed, which required approximately 2 days machine time, according to the Operator. This cut exposed a pegmatite pod or lense with limited extent about 18 inches in thickness. This pod is composed of kaolinized feldspar, quartz and some "burr" rock. A few pieces of muscovite mica, small in size, but of good quality was found closely associated with the quartz. The pod appears too limited to produce any quantity of shategic mica.

Permission is requested to terminate this contract.

Inspected: March 1, 1955

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

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

z

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
MAR 8 9 - 1955

March 8, 1955

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: DMEA-3539, Idm-E753 (mica) Robert L. Rudasill, Applicant
Cleveland County, North Carolina. Request for Termination.

Stage I of the subject contract has been completed. Our field examiners report that the deposits uncovered by the bulldozing do not justify shaft-sinking, and they did not give approval for Stage II. The Operator is in agreement, and we concur also.

Therefore, permission is requested to terminate the subject contract, by mutual agreement with the Operator.

Robert A. Laurence

Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION V

V. J. Lynch

V. J. Lynch
U. S. Bureau of Mines
Member DMEA Field Team

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

WASHINGTON 25, D.C.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB - 2 1955

January 31, 1955

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Signed Contract - Idm-E753, DMEA-3539, R. L. Rudasill (mica) N.C.

Transmitted are three signed copies of the subject contract.

Copies of a release deed is attached and recording reference has been noted on the contract copies. The usual distribution of the other copies has been made by this office.

Robert A. Laurence

Robert A. Laurence

Z.

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 26 1955

January 24, 1955

Mr. Robert Lee Rudasill
R. F. D. #5
Shelby, North Carolina

Re: DMEA-3539 (mica)
Rudasill Property, Cleveland Co.,
North Carolina

Dear Mr. Rudasill:

We have been advised by our Washington office that copies of the release deed on the one-half acre of land dated October 14, 1954 must be attached to the contract before we can send it for your signature. Please have six copies of the release deed made and mail to this office as soon as possible. Upon their receipt we will mail the contract copy to you.

Very truly yours,

Wm. A. Beck, Acting
EXECUTIVE OFFICER
DMEA REGION V

WAB/sm
cc:
Beck
Shirley
Files

Opr. Com.

DOCKET FILE
Surname: Hopkins Houk Selfridge

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

600

JAN 2 0 1955

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

Subject: Docket No. DMEA-3539 - Mica
Robert L. Rudasill
Rudasill Property
Cleveland County, North Carolina

Dear Mr. Laurence:

Reference is made to your memorandum, dated January 7, 1955, regarding a release deed on one-half acre of land from the security of a mortgage.

This is to advise you that the document, dated October 5, 1954, from the National Farm Loan Associations, attached to Mr. Rudasill's application, does not constitute a release deed. The Farm Loan Associations have advised us that the release was mailed to Mr. Rudasill on October 14, 1954. You may upon receipt of the release present the contract to the Operator for his approval and signature. Please forward the release to this office.

For your information we enclose copies of a letter, dated December 24, 1954, from the National Farm Loan Associations, Shelby, North Carolina.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GCS)

Approved:

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

E. L. Newcomb (ELN)
Member, Geological Survey

Enclosures 2

JHopkins:ad 1/19/55
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

RGS.

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

Department of the Interior
Defense Minerals Administration
RECEIVED

January 7, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region VII - Knoxville

Subject: DMEA-3539 (mica) Robert L. Rudasill, Cleveland County, N. C.

Reference is made to your letter of January 4, transmitting the subject contract for signature by the Operator.

On October 18, 1954, I submitted a release from the National Farm Loan Association of Shelby, N. C., attached to the original of Mr. Rudasill's application, and its receipt was acknowledged in your letter of October 28. I wonder if this is not the same document as the release deed requested in the fourth paragraph of your January 4 letter, as this release was received by Mr. Rudasill on October 16 and mailed promptly to me.

Will you please check on this and advise me as soon as possible, as our field examiners will be in Cleveland County, N. C. about January 18 and can get the document from Mr. Rudasill then, if he actually has it.

Robert A. Laurence

Robert A. Laurence

DOCKET FILE
Surname:

Hopkins
Talbert
Selfridge
Zellmer

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

600

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-3539 - Mica
Robert Lee Rudasill
Cleveland 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 Operator for his approval and signature. Please explain to the Operator that the contract, when executed, is a firm commitment under the terms of which he is 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 Operator 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 November 16, 1954, and from the Bureau of Mines, dated November 22, 1954, are enclosed.

We have been advised by the National Farm Loan Associations, Shelby, North Carolina, that the release deed on one-half acre of land from the security of a mortgage was mailed to Mr. Rudasill on October 14, 1954. Kindly request Mr. Rudasill to furnish you with copies of this release to be attached to the contract at the time it is presented to him for his approval and signature.

Under Article 3 of the contract form please insert the date the work shall commence and the date of completion allowing a maximum of four months to perform the work.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (JHB)

Approved:

J. H. Hedges

Member, Bureau of Mines (JHB)

Thor H. Kiilsgaard

Member, Geological Survey (JHB)

Enclosures 10

Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

JHopkins:ad 12/29/54
Copy to: Admr. R. File
Docket
Operating Committee

RCL

SHELBY NFLA, SERVING
BURKE, CLEVELAND, MCDOWELL, POLK AND RUTHERFORD COUNTIES

CHARLOTTE NFLA, SERVING
MECKLENBURG, LINCOLN AND GASTON

NATIONAL FARM LOAN ASSOCIATIONS
LONG TERM FARM MORTGAGE LOANS THROUGH
THE FEDERAL LAND BANK OF COLUMBIA
OFFICE OF THE SECRETARY-TREASURER
LINEBERGER BUILDING
P. O. BOX 212, PHONE NO. 7941
SHELBY, N. C.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 27 1954

December 24, 1954

Mr. C. O. Mithendorf, Admr.
Defense Minerals Exploration Administration
United States Department of the Interior
Defense Minerals Exploration Administration
Washington, 25, D. C.

Docket No. DMEA-3539, (Mica)
Rudasill Properties
Cleveland County
North Carolina
Loan N-206-562
R. L. Rudasill

Dear Mr. Mithendorf:

In reply to your letter of December 15, 1954, addressed to The Federal Land Bank, Columbia, South Carolina, the release was mailed to Mr. R. L. Rudasill, Route # 5, Shelby, North Carolina on October 14, 1954.

Yours very truly,

John F. Gaylord

John F. Gaylord,
Secretary-Treasurer

JFG:dm

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

Put in Hoffman Book

DEC 1 5 1954

Federal Land Bank of Columbia

Columbia, North Carolina

Re: Docket No. DMEA 3539, (Mica),
Rudasill Properties,
Cleveland County,
North Carolina

Gentlemen:

Reference is made to the application dated October 5, 1954, by Mr. R. L. Rudasill, Route #5, Shelby, North Carolina, for release of ½ acre of security for Loan No. N 206-562.

In connection with an application made to the Defense Minerals Exploration Administration for financial aid in exploring for minerals Mr. Rudasill submitted to us a document, form NFLA-91, executed by the National Farm Loan Association of Shelby on October 5, 1954, purporting to approve his application for release of the one half acre of land "subject to such legal requirements as may be prescribed by The Federal Land Bank of Columbia." The document recites further that "upon compliance with the above requirements, a release deed will be executed by the Bank."

Ordinarily, Defense Minerals Exploration Administration requires a subordination agreement from a prior encumbrancer as a prerequisite to entering into an Exploration Project Contract. However, if your Bank has released the one-half acre which is the subject of the application to this agency, our requirement will have been thereby satisfied.

Please inform us whether your Bank has or will execute the release deed for the following described land, with which we are concerned:

DMEA
~~Solicitor's~~ Docket

All that certain parcel or tract of land containing five-tenths (0.5) of an acre, more or less, lying and being about 7 miles northwest of Shelby, in No. 7 Township, Cleveland County, North Carolina, and more particularly described according to a plat prepared by Packard Engineering Company, dated September 24, 1954, as follows:

> Begin at a point in the south property line of R. L. Rudasill's lands and property line of James Cabaniss, which point is South 87 degrees 15 minutes E 1050 feet from B. Cabaniss' property corner, and run with said south line South 87 degrees 15 minutes East 147.5; thence, North 2 degrees 45 minutes East 147.5 feet; thence North 87 degrees 15 minutes West 147.5 feet; thence South 2 degrees 45 minutes West 147.5 to the point of beginning.

Sincerely yours,

C. O. Mittendorf

Administrator, Defense Minerals
Exploration Administration

HCRubin:gjb
December 9, 1954

Copy to: Solicitor's Docket
DMEA Docket
Adm. Reading File
Operating Committee
T. H. Kiilsgaard, USGS
W. F. Dietrich, USBM
L. G. Houk
J. L. Hofflund
H. C. Rubin
Field Team, Region VII (2)
Chron. File
Pending File

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

December 3, 1954

Memorandum

To: The Administrator, DMEA
Attention: L. G. Houk

From: Acting Assistant Solicitor, Defense Minerals

Subject: DMEA-3539, Rudasill Properties (mica) Cleveland County, North Carolina

There is attached, in satisfactory legal form for execution, a proposed contract covering the above described project.

The applicant states that he owns a 98 acre farm which is subject to a mortgage in favor of The Federal Land Bank in the amount of $3,600. The contract recites that the project covers only one-half acre of this farm, and the applicant has submitted a document executed by the Shelby National Farm Loan Association which purports to approve an application for release of a one-half acre of land from the security of the mortgage, "subject to such legal requirements as may be prescribed by The Federal Land Bank of Columbia. . ." We have no way of knowing whether the Land Bank imposed any requirements or whether they have executed the "release deed" to the applicant, which latter act was to follow the satisfaction of the Bank's requirements, according to the document executed by the Loan Association. This fact should be inquired into prior to the execution of the contract and if the release deed has been executed a recital to that effect should be entered in Article 2(c). If the release deed has not been executed, for some reason, it is for administrative determination as to whether the requirement should be waived.

J. L. Hofflund
Acting Assistant Solicitor,
Defense Minerals

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

December 3, 1954

Memorandum

To: The Administrator, DMEA
Attention: L. G. Houk

From: Acting Assistant Solicitor, Defense Minerals

Subject: DMEA-3539, Rudasill Properties (mica) Cleveland County, North Carolina

There is attached, in satisfactory legal form for execution, a proposed contract covering the above described project.

The applicant states that he owns a 98 acre farm which is subject to a mortgage in favor of The Federal Land Bank in the amount of $3,600. The contract recites that the project covers only one-half acre of this farm, and the applicant has submitted a document executed by the Shelby National Farm Loan Association which purports to approve an application for release of a one-half acre of land from the security of the mortgage, "subject to such legal requirements as may be prescribed by The Federal Land Bank of Columbia. . ." We have no way of knowing whether the Land Bank imposed any requirements or whether they have executed the "release deed" to the applicant, which latter act was to follow the satisfaction of the Bank's requirements, according to the document executed by the Loan Association. This fact should be inquired into prior to the execution of the contract and if the release deed has been executed a recital to that effect should be entered in Article 2(e). If the release deed has not been executed, for some reason, it is for administrative determination as to whether the requirement should be waived.

J. L. Hofflund

J. L. Hofflund
Acting Assistant Solicitor,
Defense Minerals

HCRubin:gjb
Copy to: Solicitor's Docket
DMEA Docket
L. G. Houk
J. L. Hofflund
H. C. Rubin
Chron. File

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

Defense Minerals Exploration Administration
RECEIVED
NOV 23 1954

November 22, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3539 (mica)

Applicant: Robert L. Rudasill

Name and Location of Property: Rudasill Properties
Cleveland County, North Carolina

Date of Field Team Report: November 9, 1954

Date Rec'd. by Ceramic & Fertilizer Mtls. Br.: November 16, 1954

Field Team Recommendation:

1. Approval of an exploration project.

Comments:

1. Mica of good quality and grade has been obtained from this prospect in the past 3 years.

2. Proposed exploration is consistent with good engineering practices.

3. Estimated costs are in line with other DMEA projects in this area and total $100 for Stage I and $3,400 for Stage II.

Recommendation:

I concur in the field team's recommendation for a two-stage exploration project in the amount of $3,500.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 16 1954

November 16, 1954

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-3539 (Mica)

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

From: R. D. Trace, U. S. Geological Survey

Applicant: Robert Lee Rudasill

Name of property: Robert Lee Rudasill prospect

Location of property: Cleveland County, North Carolina

Date of Field Team Report: November 2, 1954

Authorship of Field Team Report: K. H. Teague and D. H. Amos, U.S.G.S., and L. E. Shirley, U.S.B.M.

Field Team's recommendation:
Stage I : Bulldoze trench along strike of pegmatite, 100 x 10 x 5'.
Stage II: Sink 40-foot incline and drift 60 feet.

ACTION RECOMMENDED: Follow Field Team recommendation.

Bob Trace
R. D. Trace

Hopkins

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 9 1954

November 9, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3539, Mica

Applicant: Robert L. Rudasill

Name and Location of Property: R. L. Rudasill Prospect

Date Application Rec'd. by Ceram. & Fert. Mat. Br.: Oct. 10, 1954

Comments:

1. The application, as submitted by the applicant, is inadequate to determine the location of the mine, geologic features, proposed exploration, or amount of funds necessary to conduct the exploration.

Recommendation:

It is recommended that action be delayed on this docket until the applicant furnishes sufficient data to assist an evaluation of the proposed exploration.

W. F. Dietrich

W. F. Dietrich

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

November 9, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region VII

Subject: DMEA-3539, Rudasill Properties (mica) Cleveland County, N. C.

Transmitted are 4 copies of the Field Examiners report on the subject prospect. This report recommends limited exploration assistance with which the Field Team concurs.

This applicant was contacted and it appeared more feasible to prepare an examination report than to secure complete data on the application. A copy of the legal description of the area under consideration is enclosed. The prospect is in the center of the square one-half acre area.

K. H. Teague
K. H. Teague for R. A. Laurence
EXECUTIVE OFFICER
DMEA REGION VII

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

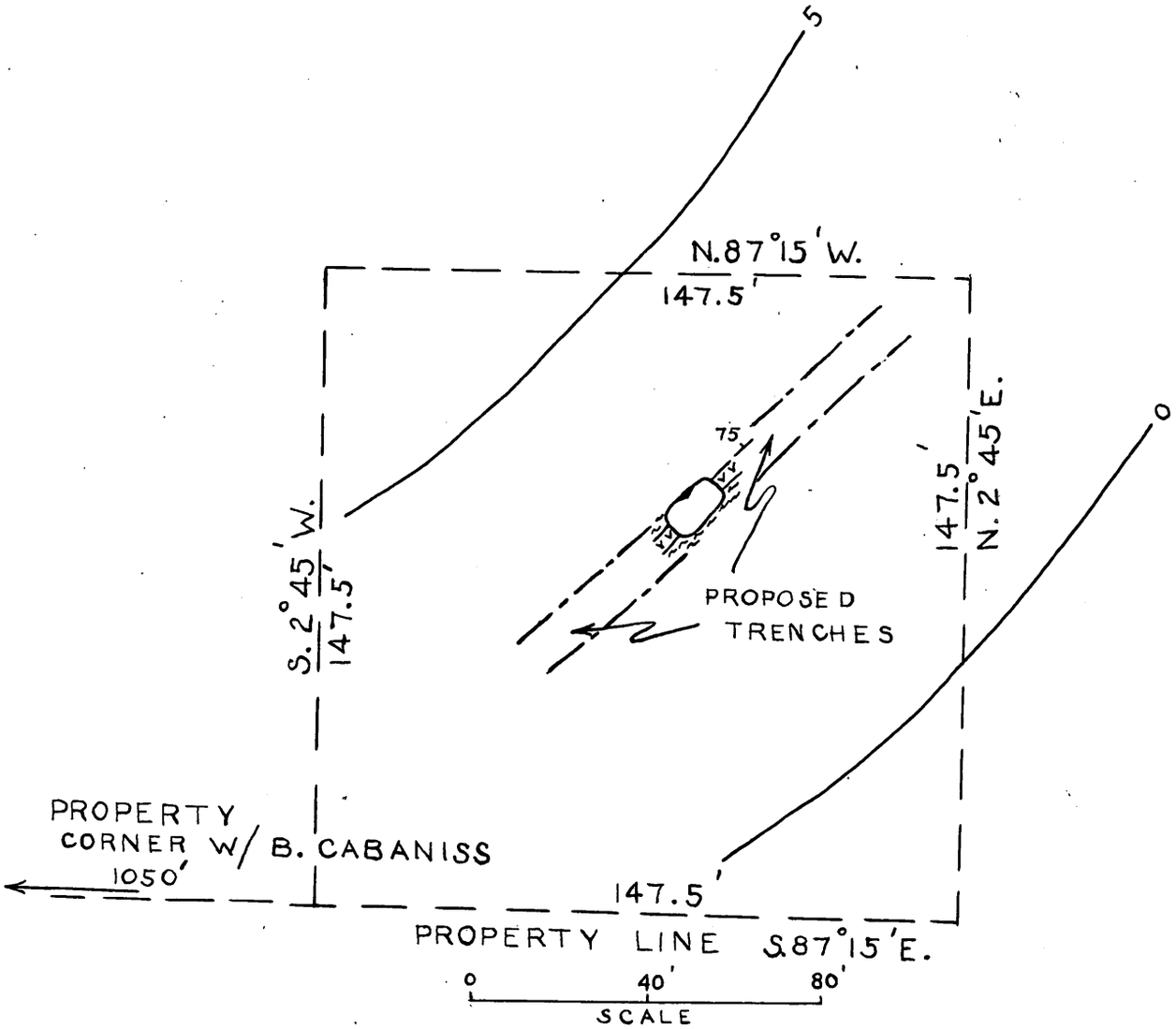
Reviewed by
DMEA OPERATING COMMITTEE
11-17-54
(date)

All that certain parcel or tract of land containing five-tenths (0.5) acre, more or less, lying and being about 7 miles northwest of Shelby, in No. 7 Township, Cleveland County, North Carolina, and more particularly described according to a plat prepared by Packard Engineering Company, dated September 24, 1954, as follows: BEGIN at a point in the south property line of R. L. Rudasill's lands and property line of James Cabaniss, which point is South 87 degrees 15 minutes East 1050 feet from B. Cabaniss' property corner, and run with said south line South 87 degrees 15 minutes East 147.5 feet; thence, North 2 degrees 45 minutes East 147.5 feet; thence North 87 degrees 15 minutes West 147.5 feet; thence South 2 degrees 45 minutes West 147.5 feet to the poing of beginning.

RECEIVED
NOV 4 - 1954
Knoxville, Tenn.

DMEA-3507
(Rudasill)

COPY



SKETCH OF
RUDASILL PROS.
CLEVELAND CO., N.C.

DMEA-3539 (mica)

UNITED STATES

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM - REGION VII

On

DMEA-3539, ROBERT LEE RUDASILL PROSPECT
(mica)
Cleveland County, North Carolina

Lunney Minerals Committee
Received
NOV 2 8 1954

BY

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

and

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

November 2,1954

Reviewed by
DMEA OPERATING COMMITTEE
11-17-54
(date)

FIELD EXAMINATION REPORT
ON
DMEA-3539, ROBERT LEE RUDASILL PROSPECT
(mica)

Applicant: Robert Lee Rudasill, R.F.D.#5, Shelby, North Carolina

Several slightly prospected pegmatites occur on the Rudasill farm, only one of which is covered by this application. The prospect covered by the application has produced some good mica within the past three years. The possibilities seem to be favorable that additional mica can be discovered in the deposit. Assistance is recommended.

This prospect was examined on November 2, 1954. Mr. R. L. Rudasill accompanied the examiners on the inspection which required two hours.

The Robert Lee Rudasill prospect is 4.2 airline miles N. 45° W. of Shelby, Cleveland County, North Carolina. Access is good at all times.

The applicant has no mining experience; however, he plans to employ experienced miners if work is conducted on the prospect.

A copy of the legal description and a plat of the area covered by the application is attached to this report. Area covered is adequate for the proposed work.

The pegmatite is exposed at only one place in a 9-foot deep pit which is 15 feet long and 10 feet wide. Where exposed it is from 3 to 5 feet thick, semi-weathered, poorly zoned, trends N. 45° E., and dips 75° N.W. The dike is coarsely crystalline in the core portion, but fine-grained near the contacts. It is composed of a perthite and quartz core, with feldspathic wall zones. The wall zones are composed of plagioclase, quartz, muscovite and garnet. Mica is more abundant on the hanging wall side of the core than the footwall side.

The mica is generally less than five inches in diameter. It is hard, flat, clear, splits well, and ruby-colored. Some contains surface discolorations. It is reported that several hundreds of pounds of "mine-run" mica ~~was~~ were obtained from the prospect.

There are no facilities on the property and none will be needed for the proposed project.

The examiners recommend that exploration be conducted in two stages. Stage I, should consist of cutting a trench (100' x 10' x 5') deep) along the pegmatite strike, both northeast and southwest of the existing pit. If results from Stage I are satisfactory Stage II should consist of sinking a 40-foot incline on the pegmatite and driving 60 feet of drifts.

Estimated Cost:

Stage I

Cut two bulldozer trenches along strike of pegmatite (total 100' x 10' x 5')

Bulldozer, 10 hrs. @ $10/hr.		$ 100.00

Stage II

Sink 40-foot incline (5 x 7') on pegmatite (20 shifts)

Labor:		
1 - Miner @ $1.50/hr.	$ 240.00	
1 - Hoistman @ $1.25/hr.	200.00	
1 - Laborer @ $1.00/hr.	160.00	
Equipment (rental):		
Compressor and drill @ $220/Mo.	220.00	
Hoist @ $50/Mo.	50.00	
Supplies:		
Explosives	75.00	
Drill steel	80.00	
Timber, 2000 B.F. @ $60/M	120.00	
Small tools	100.00	
Pipe	60.00	
Gasoline and oil	75.00	
Miscellaneous	120.00	
Insurance and Social Security	100.00	$1,600.00

Drive 60 feet of drift on pegmatite (25 shifts)

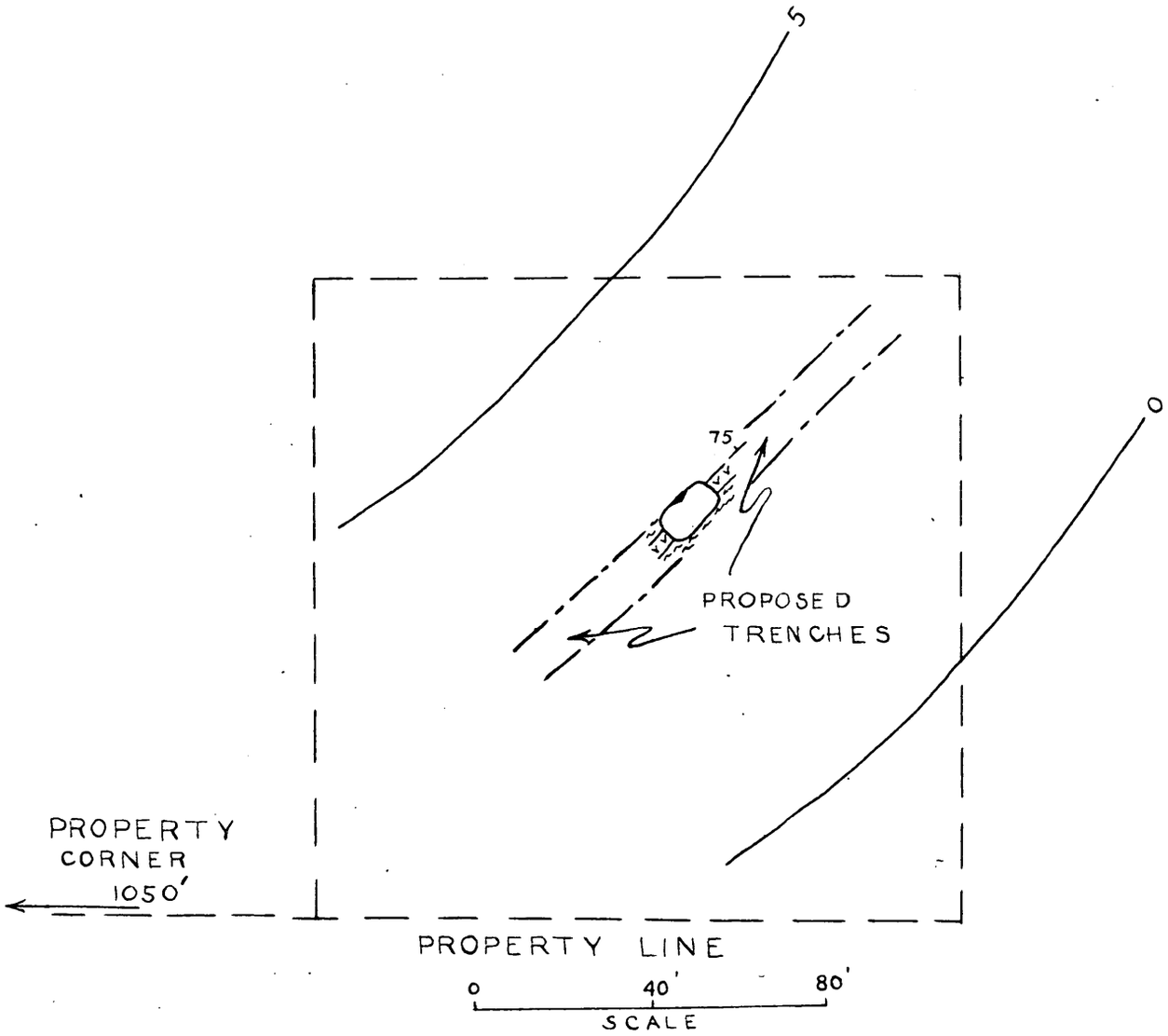
Labor:		
1 - Miner @ $1.50/hr.	300.00	
1 - Hoistman @ $1.25/hr.	250.00	
2 - Laborers @ $1.00/hr.	400.00	
Equipment (rental)		
Compressor, drill, jackleg and pump @ $240/Mo.	270.00	
Hoist @ $50/Mo.	62.50	
Supplies:		
Explosives	100.00	
Drill Steel	75.00	
Small tools	100.00	
Pipe	50.00	
Gasoline and oil	100.00	
Miscellaneous	42.50	
Insurance and Social Security	50.00	$1,800.00

Estimated Total Cost of Stages I & II $3,500.00

Nov. 2, 1954.

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

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



SKETCH OF
RUDASILL PROS.
CLEVELAND CO., N.C.

DMEA-3539 (mica)

Docket Copy
Surname:

Hopkins
Houk
Selfridge
Hedges
Kiilsgaard

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

OCT 28 1954

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

Subject: Docket No. DMEA-3539 - Mica
Robert Lee Rudasill
Cleveland County, North Carolina

Dear Mr. Laurence:

This will acknowledge receipt of an application (Form MF-103) for exploration assistance on the subject property, together with a copy of a release of one-half acre under loan No. K-206-562 by the National Farm Loan Association.

It will be impossible to process this application until the applicant has submitted his proposed program and has furnished the information required under paragraphs four, five, and six of the application form.

We suggest that you contact Mr. Rudasill either by mail or personally when a member of the Field Team is in the vicinity of Shelby, North Carolina, and obtain the requisite information, together with a sketch of the land area referenced to an established property corner.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (JB)

Approved:

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

Thor H. Kiilsgaard (JB)
Member, Geological Survey

JHopkins:gad 10/25/54
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5223
Mr. Dietrich, 3061
Mr. Houk

R.C.S.

IN REPLY REFER TO:

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

October 25, 1954

Re: DMEA-3539
R. L. Rudasill
Shelby, N. C.
Mica

Memorandum

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

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

Subject: Review of application

Apparently this application consists only of an MF-103 form.

Without considerable more data on location, proposed exploration and a geologic map, this application cannot be further processed.

I suggest a letter be sent to applicant requesting more complete answers and supporting data for his application. Has been done!

E. L. Newcomb

E. L. Newcomb

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

October 19, 1954

Memorandum

To: Executive Officer, DMEA Field Team, Region VII

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number

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

DMEA-3539 Robert Lee Rudasill

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

Mr. Robert Lee Rudasill
Route 5
Shelby, North Carolina

Ocotber 19, 1954
Subject: DMEA-3539
Re: Exploration Assistance

Dear Mr. Rudasill:

The receipt of your application dated July 29, 1954 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3539 and referred to the Non-Metallic Minerals Division.

Kindly refer to in any future correspondence relating to your application.

Sincerely yours,

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 19 1954

October 18, 1954

Memorandum

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

From: Executive Officer, DMEA

Subject: Application from R. L. Rudasill, Shelby, N. C. (Mica)

Enclosed are original and two copies of the subject application. The fourth copy is being kept here for our use.

This application was received in August, but was held here while we corresponded with the applicant concerning a subordination agreement from the Federal Land Bank. Instead of signing a subordination agreement, the bank sent a release of one-half acre, which is attached to the original application.

Robert A. Laurence
Robert A. Laurence
Executive Officer

Enclosures3

xxxxxxxxxxxxxxxxxx
Room 13, Post Office Building
Knoxville 2, Tennessee

October 18, 1954

Memorandum

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

From: Executive Officer, DMEA

Subject: Application from R. L. Rudasill, Shelby, N. C. (Mica)

Enclosed are original and two copies of the subject application. The fourth copy is being kept here for our use.

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Robert A. Laurence
Executive Officer

RAL/mg
Enclosures3

cc
Beck
Lynch
Files
Division File-DMEA

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED
OCT 19 1954

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

Not to be filled in by applicant

Docket No. 3539
Metal or Mineral MICA
Date Received
Estimated Cost
Participation (Government %)

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: Robert Lee Rudasill
Shelby, N. C., Route 5

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

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

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

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

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract 98 acres in farm, lying 6 miles
northwest of Shelby, N. C.

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

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

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

(*e*) If you own the land, describe any liens or encumbrances on it
Federal Land Bank $3,600.

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

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

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

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

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

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

5. *The exploration project.*—(*a*) [redacted]e the mineral or minerals for which you wis[redacted] explore mica

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[X] Money [ ] Use of equipment owned by you [X] Other

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated July 29th, 1954

R. J. Rudasill
(Applicant)

By .....

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

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

GENERAL SERVICES ADMINISTRATION

Spruce Pine, North Carolina
January 12, 1953

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

Dear Mr. Laurence:

We are in receipt of samples of mica from the R. L. Rudasill property located on Route 5, Shelby, North Carolina.

We find this mica to be of the ruby variety and with proper preparation, would be acceptable on the government's mica purchasing program.

Yours very truly,

W. S. Flynt, Superintendent
Spruce Pine Mica Depot

cc: Mr. R. L. Rudasill

Shelby NATIONAL FARM LOAN ASSOCIATION

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 19 1954

LOAN NO. N-206-562

APPLICATION FOR RELEASE OF 1/2 acre of security

DATED October 5, 1954

Mr. R. L. Rudasill
Route # 5
Shelby, N. C.

Dear Mr. Rudasill:

Your application for the release referred to above has been approved, subject to such legal requirements as may be prescribed by The Federal Land Bank of Columbia and subject to compliance with the following conditions:

1. That the sum of $ None be paid to this association within -0- days from the date hereof and that these funds be applied as follows:

(a) To pay the exchange charges, if any, on the remittance covering the required payment.

If any person other than those who signed the application for the release have a lien on or any interest in the property that will remain as security, they must consent in writing to the release being granted as herein approved.

Upon compliance with the above requirements, a release deed will be executed by the Bank.

Yours very truly,

Shelby NATIONAL FARM LOAN ASSOCIATION

DATE: October 5, 1954

By John F. Gaylord
Secretary-Treasurer

NFLA-91

RECEIVED
OCT 13 1954
U. S. Geological Survey
Geologic Division
Knoxville, Tenn.

Dear Mr Laurence

I finally got them to release 1 acre. This paper says so but it is 1 acre and Mr Jaylor said if I needed more and it looked like the mine was going to pay off. he would release more acres.

This property has too good a reputation for mica to ever leave I feel sure it will pay off if it has a decent chance or possibility Worked. If you want 4-5-6-Paragraph I will mail them at once

yours truly R L Parsons