DMEA Form 9

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

OFFICIAL DOCKET FILE **1077** DMEA NO. 4541

11 APR 1957

Application (Denied
(Withdrawn
(After disposition, delete items not applicable)

Contract
✓(Terminated - not Certified
(Cancelled
(Terminated - Certified
(Royalty Agreement

This is the official contract file containing all official records of the project. The records contained in the files are checked and are arranged in this order:

Left Side

Closing Letter
Interim Royalty Audits
Reports of Royalty Review
Certification of Discovery
Certificate of Audit (Final)
Interim Audit(s)
✓Report of Review
Termination Notice or Agreement
Recision Notice
Assignment of Contract
✓Contract Amendments (latest on top)
✓Contract with all exhibits and annexes
✓Owner's Consent to Lien
✓Subordination Agreement
✓Leases and assignments of leases
✓Application and attachments
(3) ✓Envelope for maps

Right Side

✓Project summary
✓Work completed analysis
All other material is filed in chronological order with correspondence including the following reports as checked:

✓Final Field Team Report (Tab)
✓Operator's Final Report
(2R) ✓Interim Reports
(2R) Operator's monthly reports and all attachments (latest on top)
✓On-site Exam Report(s) (Tab)✓
(4) Settlement Sheets

When the volume of records is expected to warrant additional folders, or when convenience of reference warrants separate folders for certain records, they should be set up in this order:

Left Side

Folder No. 2: (In chron. order) Interim Summary Reports by W. O. Engineers

Right Side

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

Folder No. 3: Maps (Use pocket folder or envelope. Fold maps with title block out and show reference to related document or correspondence.)

Folder No. 4: Settlement Sheets

Folder No. 5: Drill Logs

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
3/24	Anderson	600
3/24	Houk	600
3-25	Chambers	800
3/25	Jeffrey	120
"	Johnson	110
"	Hostenday	100
3/25	C	220
		600

MAR 25 1958 600

Charlie Blanton Mining Company
c/o Mr. Frank W. Phillips
Spruce Pine, North Carolina

Re: Docket No. DMEA-4541-Mica
Charlie Blanton Mining Company
Charlie Blanton Mine
Cleveland County, North Carolina
Contract No. Idm-E1077

Gentlemen:

Reference is made to your completed 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,

[illegible] (for)

Administrator

WCAnderson:rsi 3/25/58
Copy to: Admr. R. File
Mr. Chambers
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Operating Committee
Mr. George Blanton, President,
Shelby Loan and Mortgage Corporation

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
3/24	Anderson	600
3/24	Houk	600
3-25	Chambers	800
3/25	[illegible]	120
4	[illegible]	110
4	[illegible]	100
		220

MAR 25 1958 600

Shelby Loan and Mortgage Corporation
c/o Mr. George Blanton, President
Shelby, North Carolina

Re: Docket No. DMEA-4541-Mica
Charlie Blanton Mining Company
Charlie Blanton Mine
Cleveland County, North Carolina
Contract No. Idm-E1077

Gentlemen:

Enclosed is a copy of a self-explanatory letter of today to the Operator under the above-cited contract.

This correspondence relates to the Consent to Lien signed by you on October 11, 1956.

Sincerely yours,

[illegible] (for)

Administrator

Enclosure

WCAnderson:rsi 3/25/58
Copy to: Admr. R. File
Mr. Chambers
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Operating Committee
Mr. Houk

8623

DEFENSE MINERALS EXPLORATION ADMINISTRATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF REVIEW

I have reviewed the Monthly Reports of:

Charlie Blanton Mining Company
c/o Frank W. Phillips
Spruce Pine, North Carolina

pertaining to Exploration Project Contract No. Idm-E1077, DMEA No. 4541, including Amendment No. 1, for the months of June 1957 to August 1957, inclusive, covering a project for the exploration of mica on property, known as the Charlie Blanton Mine located in Cleveland 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 correspondence, and a determination of the reasonableness and propriety of the costs.

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

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

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

Total cost as billed by Contractor		$4,989.40
Exceptions:		
Prior to this review	$ -0-	
Herewith	-0-	-0-
Total Accepted Cost		$4,989.40

The contract calls for a 75 percent participation of exploration expenses by the United States Government. Therefore, payment to the contractor by the Government in the amount of Three thousand seven hundred forty-two and 05/100 Dollars

$3,742.05

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

October 4, 1957

Government's Copy

EXPLORATION PROJECT CONTRACT
CHARLIE BLANTON MINING COMPANY
DOCKET NO. DMEA-4541

AMENDMENT NO. 1

It is agreed this 24th day of May 1957, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and Charlie Blanton Mining Company, that Exploration Project Contract Idm-E1077 (Docket No. DMEA-4541), dated April 11, 1957, be amended as follows:

ARTICLE I is amended to provide that the Operator shall begin work on or before June 20, 1957, instead of May 20, 1957, as originally dated in the contract.

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

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By Robert A. Lauman
Executive Officer
DMEA Field Team
Region V

CHARLIE BLANTON MINING COMPANY

By Frank W. Phillips
Partner

By Fred L. Garland
Partner

By Lennie Aldridge
Partner

OFFICIAL FILE COPY
DMEA
RECEIVED AUG 8 1957

DATE	INITIALS	CODE

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Division Copy

EXPLORATION PROJECT CONTRACT
CHARLIE BLANTON MINING COMPANY
DOCKET NO. DMEA-4541

AMENDMENT NO. 1

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

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

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

CHARLIE BLANTON MINING COMPANY

By Frank W. Phillips
Partner

By Fred L. Garland
Partner

By Lonnie Aldridge
Partner

EXTRA COPY
DMEA
RECEIVED AUG 8 1957

DATE	INITIALS	CODE

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 313 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

OFFICIAL FILE COPY
DMEA
RECEIVED MAY 20 1957

DATE	INITIALS	CODE
5/20	C	220
5/27	B	215
5/28		600

May 16, 1957

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Signed Contract - Idm-E1077, DMEA-4541-Mica
Charlie Blanton Mining Co. Spruce Pine, N.C.

Transmitted are three signed copies of the subject contract duly signed by the partners in the Company.

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

V. J. Lynch

V. J. Lynch

Government's copy

MF-200A
(Rev. April 1956)

OFFICIAL FILE COPY
DMEA
RECEIVED MAY 20 1957

DATE	INITIALS	CODE

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

DMEA No.	*Commodity*	*Contract No. Idm–E*	*County*	*State*
4541	Mica	1077	Cleveland	North Carolina

It is agreed 11 APR 1957, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Charlie Blanton Mining Company, a partnership composed of Frank W. Phillips, Lewie Aldridge, and Fred L. Garland

whose mailing address is c/o Frank W. Phillips
Spruce Pine, North Carolina
hereinafter called the "Operator," as follows:

ARTICLE 1. *Authority and project.*—(a) 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 Annex I (land description), Exhibit A (work and costs), and the maps and documents listed therein. The project work is a search for indicated or undeveloped deposits of the commodity designated above. The Operator shall begin the work on or before MAY 20 1957, and, subject to the provisions of Article 7 and Exhibit A, shall complete the work within 8 months from the date of the contract.

(b) The description of the work and the fixed cost for each unit of work to be performed (per foot of drilling, per foot of drifting, per hour of operations, etc.) are hereby agreed upon as specified in Exhibit A. The estimated total cost of the project work is $6,216.00. The Government will contribute 75 percent of the fixed unit cost of the work performed, not exceeding $4,662.00, in accordance with the provisions of Articles 4 and 5.

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

ARTICLE 2. *Operator's property rights.*—(a) The Operator represents and undertakes that Annex I correctly describes the land which is the subject of this contract and the nature of the Operator's rights of property and possession therein (whether as owner, lessee, or otherwise), and that such right, title, or interest is subject only to the following claims, liens, or encumbrances: Interest of landowner

(b) 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: Consent to Lien and Subordination Agreement of owner.

(c) 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. 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. Two copies of such instrument shall be furnished to the Government. If the Government's rights to royalty as provided in Article 6 have been terminated, the provisions of this paragraph (c) shall become inapplicable.

ARTICLE 3. *Performance of the work.*—(a) Operator's responsibility.—The work shall be performed diligently, efficiently, expertly, in a workmanlike manner, and in accordance with good mining standards and State regulations governing health, safety, and liability insurance covering employment. The Operator shall provide suitable and adequate equipment, facilities, materials, supplies, and labor to complete the work, as specified in Article 1 (a).

(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 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 4. *Contribution by the Government.*—The Government will make its contribution on the basis of the monthly vouchers referred to in Article 5 (b); but all payments by the Government are provisional only, subject to audit, and until the account between the Operator and the Government is finally audited and settled and the Operator's final report has been rendered, the Government may withhold such sums as it sees fit but not in excess of 10 percent of the estimated total cost of the work. 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 will not contribute to the cost of any work performed prior to the date of this contract. The Government may make payments for the account of the Operator directly to independent contractors and suppliers rather than to the Operator.

ARTICLE 5. *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 all pertinent books, documents, papers, and records of the Operator.

(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 6. *Repayment by Operator.*—(a) *Certification.*—If the Government considers that a discovery or development from which production may be made has resulted from the work, the Government, at any time not later than six months after the Operator has rendered a sufficient final report (see Article 5), 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 (for example, if the Operator either transfers or fails to retain his interest in the land), shall pay to the Government a royalty on all minerals mined or produced from the land, as follows: (1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first; or (2) if the Government makes a certification of discovery or development, for a period of ten years from the date of the contract or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first.

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

(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 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 7. *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 Government may also avail itself of any other remedy the law may provide for breach of contract, including the right to rescind the contract and to demand repayment of all moneys contributed by the Government under the contract.

(c) The giving of any notice by the Government under the provisions of this Article 7 shall not affect the Government's rights as provided for in the contract with respect to a percentage royalty, and liens to secure the payment thereof, and such rights shall be fully preserved.

ARTICLE 8. *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 the mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 9. *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 10. *Changes and added provisions.*—

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Government's copy

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

CHARLIE BLANTON MINING COMPANY

By Frank W. Phillips (SEAL)
Partner

By Jennie Mae Phillips
Partner

By Fred L. Garlepp
Partner

By C. Mitchenson
Administrator, Defense Minerals
Exploration Administration

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

.....

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE: 1956—O-383069

EXPLORATION PROJECT CONTRACT
CHARLIE BLANTON MINING COMPANY
DOCKET NO. DMEA-4541

ANNEX I

The land referred to in Article 2 of the Contract is known as the Charlie Blanton Mine, and is held by the Operator under a lease dated October 11, 1956, from the Shelby Loan and Mortgage Corporation of Cleveland County, North Carolina. The land is located 1.57 airline miles N. 20° W. of the intersection of State Route 26 and U. S. Highway 74 on the western outskirts of Shelby, Cleveland County, North Carolina, and is described as follows:

The land leased herewith is a part of the Wellmon Property as deeded to the First National Bank of Shelby by Clyde R. Hoey, Trustee, as shown in Book 4-F, page 259, in the Register's Office of Cleveland County, North Carolina, and now owned by the Shelby Loan and Mortgage Corporation, the full tract consisting of 163 acres, but the specific part being leased is a square, 500 feet by 500 feet, with the lines lying due North, South, East and West, and the same shall be located so that a mine shaft now existing on the property shall be the center of the said square, this particular mining shaft is located North 0-30 East 550 feet from the Northeast corner of the old Charlie Blanton Homestead and North 2-20 East 550 feet from the Northwest corner of the said house, this being used as a tenant house on the Shelby Loan and Mortgage Company property, and the location point is shown on a survey made by James W. Elliott, Surveyor, on November 7, 1956, entitled: "Property of Shelby Loan and Mortgage Corporation, Cleveland County, N. C., Said Mine leased to Fred L. Garland, Frank W. Phillips, and Louie Aldridge".

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

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA- 4541
Contract No. Idm-E 1077
Contract Date 11 APR 1957

RECEIVED APR 3 1957 D.M.E.A.

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Cleveland, State of North Carolina, described as follows: 2/

The land leased herewith is a part of the Wellmon Property as deeded to the First National Bank of Shelby by Clyde R. Hoey, Trustee, as shown in Book 4-F, page 259, in the Register's Office of Cleveland County,

consisting of 165 acres, but the specific part being leased is a square, 500 feet by 500 feet, with the lines lying due North, South, East and West, and the same shall be located so that a mine shaft now existing on the property shall be the center of the said square, this particular mining shaft is located North 0-30 East 550 feet from the Northeast corner of the old Charlie Blanton Homestead and North 2-20 East 550 feet from the Northwest corner of the said house, this being used as a tenant house on the Shelby Loan and Mortgage Company property, and the location point is shown on a survey made by James W. Elliot, Surveyor, on November 7, 1956, entitled: "Property of Shelby Loan and Mortgage Corporation, Cleveland County, N. C., Said Mine leased to Fred L. Garland, Frank W. Phillips and Louie Aldridge." The expressed privilege is given in this area for digging and exploring and the further privilege of following anyvein outside this area provided the tunnel or excavation made in so doing shall in no event be nearer than twenty (20) feet to the surface of the property in so following the said veins.

royalty on production and liens to secure same;

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

None

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

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

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

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

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

Dated this 11th day of October, 1956.

SHELBY LOAN & MORTGAGE CORPORATION [Seal] Shelby, N. C. [Address]

By: Geo Blanton [Seal] [Address]
President

[Seal] [Address]

[Seal] [Address]

[Seal] [Address]

[Seal] [Address]

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

Geo Blanton, Jr.
Secretary [Corporate Seal]

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DATE	INITIALS	CODE

EXPLORATION PROJECT CONTRACT
CHARLIE BLANTON MINING COMPANY
DOCKET NO. DMEA-4541

EXHIBIT A

Description of the Work

Exploration for concentrations of strategic mica shall be performed in the area indicated on the attached map entitled "Charlie Blanton Mine, Cleveland County, N. C., DMEA-4541-(mica)," as follows:

1. Excavate a bulldozer trench along the strike of the pegmatite, having dimensions of 150 feet long by 15 feet wide by 10 feet deep, amounting to not more than 835 cubic yards of excavation.

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 lumber; and shall be braced at the corners. No metal shall be exposed; and the lids shall be equipped with the equivalent of a 5-tumbler jar-proof lock.

3. Sink a vertical or inclined two-compartment shaft a distance approximately, but not more than 75 feet.

4. Explore the pegmatite by driving, from the bottom or near the bottom of the shaft, approximately but not more than 100 feet of drifts and/or crosscuts.

The shaft and the drifts and/or crosscuts shall be timbered as necessary and shall have minimum cross-sectional dimensions of 5 feet by 7 feet in the clear of timber.

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

Fixed Unit Costs

1.	Excavate trench - 835 cubic yards @ $0.30/cu. yd.	$ 250.00	
2.	Construct - Toolhouse 1/	76.00	
	Powder magazine 1/	25.00	
	Exploder magazine 1/	15.00	
3.	Sink 75 feet of shaft @ $38.00/ft.	2,850.00	
4.	Drive 100 feet of drifts and/or crosscuts @ $30.00/ft.	3,000.00	
	Estimated total cost of project		$6,216.00
	Government participation @ 75%		$4,662.00

1/ The completed work constitutes the unit.

Extra copy

MF-200A
(Rev. April 1956)

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

DMEA No.	*Commodity*	*Contract No. Idm–E*	*County*	*State*
[illegible]	Mica	1077	Cleveland	North Carolina

It is agreed 11 APR 1957, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Charlie Blanton Mining Company, a partnership composed of Frank W. Phillips, Jack Aldridge, and Fred L. Garland

whose mailing address is c/o Frank W. Phillips
Spruce Pine, North Carolina

hereinafter called the "Operator," as follows:

ARTICLE 1. *Authority and project.*—(a) 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 Annex I (land description), Exhibit A (work and costs), and the maps and documents listed therein. The project work is a search for indicated or undeveloped deposits of the commodity designated above. The Operator shall begin the work on or before 8, and, subject to the provisions of Article 7 and Exhibit A, shall complete the work within ..... months from the date of the contract.

(b) The description of the work and the fixed cost for each unit of work to be performed (per foot of drilling, per foot of drifting, per hour of operations, etc.) are hereby agreed upon as specified in Exhibit A. The estimated total cost of the project work is $6,200.00. The Government will contribute 75 percent of the fixed unit cost of the work performed, not exceeding $[illegible], in accordance with the provisions of Articles 4 and 5.

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

ARTICLE 2. *Operator's property rights.*—(a) The Operator represents and undertakes that Annex I correctly describes the land which is the subject of this contract and the nature of the Operator's rights of property and possession therein (whether as owner, lessee, or otherwise), and that such right, title, or interest is subject only to the following claims, liens, or encumbrances: Interest of landowner

(b) 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: Consent to Lien and Subordination Agreement of Owner.

(c) 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. 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. Two copies of such instrument shall be furnished to the Government. If the Government's rights to royalty as provided in Article 6 have been terminated, the provisions of this paragraph (c) shall become inapplicable.

ARTICLE 3. *Performance of the work.*—(a) Operator's responsibility.—The work shall be performed diligently, efficiently, expertly, in a workmanlike manner, and in accordance with good mining standards and State regulations governing health, safety, and liability insurance covering employment. The Operator shall provide suitable and adequate equipment, facilities, materials, supplies, and labor to complete the work, as specified in Article 1 (a).

(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 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 4. *Contribution by the Government.*—The Government will make its contribution on the basis of the monthly vouchers referred to in Article 5 (b); but all payments by the Government are provisional only, subject to audit, and until the account between the Operator and the Government is finally audited and settled and the Operator's final report has been rendered, the Government may withhold such sums as it sees fit but not in excess of 10 percent of the estimated total cost of the work. 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 will not contribute to the cost of any work performed prior to the date of this contract. The Government may make payments for the account of the Operator directly to independent contractors and suppliers rather than to the Operator.

ARTICLE 5. *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 all pertinent books, documents, papers, and records of the Operator.

(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 6. *Repayment by Operator.*—(a) *Certification.*—If the Government considers that a discovery or development from which production may be made has resulted from the work, the Government, at any time not later than six months after the Operator has rendered a sufficient final report (see Article 5), 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 (for example, if the Operator either transfers or fails to retain his interest in the land), shall pay to the Government a royalty on all minerals mined or produced from the land, as follows: (1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first; or (2) if the Government makes a certification of discovery or development, for a period of ten years from the date of the contract or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first.

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

(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 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 7. *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 Government may also avail itself of any other remedy the law may provide for breach of contract, including the right to rescind the contract and to demand repayment of all moneys contributed by the Government under the contract.

(c) The giving of any notice by the Government under the provisions of this Article 7 shall not affect the Government's rights as provided for in the contract with respect to a percentage royalty, and liens to secure the payment thereof, and such rights shall be fully preserved.

ARTICLE 8. *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 the mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 9. *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 10. *Changes and added provisions.*—

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Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

CHARLES BLANCH MINING COMPANY

(Operator)

By _____
Partner

By _____
Partner

By _____
Partner

By C. O. Mittendorf
Administrator, Defense Minerals
Exploration Administration

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

_____

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE: 1956—O-383069

EXPLORATION PROJECT CONTRACT
CHARLIE BLANTON MINING COMPANY
DOCKET NO. DMEA-4541

ANNEX I

The land referred to in Article 2 of the Contract is known as the Charlie Blanton Mine, and is held by the Operator under a lease dated October 11, 1956, from the Shelby Loan and Mortgage Corporation of Cleveland County, North Carolina. The land is located 1.57 airline miles N. 20° W. of the intersection of State Route 26 and U. S. Highway 74 on the western outskirts of Shelby, Cleveland County, North Carolina, and is described as follows:

The land leased herewith is a part of the Wellmon Property as deeded to the First National Bank of Shelby by Clyde R. Hoey, Trustee, as shown in Book 4-F, page 259, in the Register's Office of Cleveland County, North Carolina, and now owned by the Shelby Loan and Mortgage Corporation, the full tract consisting of 163 acres, but the specific part being leased is a square, 500 feet by 500 feet, with the lines lying due North, South, East and West, and the same shall be located so that a mine shaft now existing on the property shall be the center of the said square, this particular mining shaft is located North 0-30 East 550 feet from the Northeast corner of the old Charlie Blanton Homestead and North 2-20 East 550 feet from the Northwest corner of the said house, this being used as a tenant house on the Shelby Loan and Mortgage Company property, and the location point is shown on a survey made by James W. Elliott, Surveyor, on November 7, 1956, entitled: "Property of Shelby Loan and Mortgage Corporation, Cleveland County, N. C., Said Mine leased to Fred L. Garland, Frank W. Phillips, and Louie Aldridge".

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

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA-
Contract No. Idm-E 1077
Contract Date 11 APR 1957

RECEIVED APR 3 1957 D.M.E.A.

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of [redacted], State of [redacted], described as follows: 2/

[redacted]

consisting of 163 acres, but the specific part being leased is a square, 500 feet by 500 feet, with the lines lying due North, South, East and West, and the same shall be located so that a mine shaft now existing on the property shall be the center of the said square, this particular mining shaft is located North 0-30 East 550 feet from the Northeast corner of the old Charlie Blanton Homestead and North 2-20 East 550 feet from the Northwest corner of the said house, this being used as a tenant house on the Shelby Loan and Mortgage Company property, and the location point is shown on a survey made by James W. Elliot, Surveyor, on November 7, 1956, entitled: "Popperty of Shelby Loan and Mortgage Corporation, Cleveland County, N. C., Said Mine leased to Fred L. Garland, Frank W. Phillips and Louie Aldridge." The expressed privilege is given in this area for digging and exploring and the further privilege of following anyvein outside this area provided the tunnel or excavation made in so doing shall in no event be nearer than twenty (20) feet to the surface of the property in so following the said veins.

[redacted] with respect to royalty on production and liens to secure same;

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

[redacted]

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

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

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

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

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

Dated this _____ day of _____, 195__.

_____ [Seal] _____ [Address]

Geo Blanton [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

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

Geo Blanton Jr.

[Corporate Seal]

EXPLORATION PROJECT CONTRACT
CHARLIE BLANTON MINING COMPANY
DOCKET NO. DMEA-4541

EXHIBIT A

Description of the Work

Exploration for concentrations of strategic mica shall be performed in the area indicated on the attached map entitled "Charlie Blanton Mine, Cleveland County, N. C., DMEA-4541-(mica)," as follows:

1. Excavate a bulldozer trench along the strike of the pegmatite, having dimensions of 150 feet long by 15 feet wide by 10 feet deep, amounting to not more than 835 cubic yards of excavation.

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 lumber; and shall be braced at the corners. No metal shall be exposed; and the lids shall be equipped with the equivalent of a 5-tumbler jar-proof lock.

3. Sink a vertical or inclined two-compartment shaft a distance approximately but not more than 75 feet.

4. Explore the pegmatite by driving, from the bottom or near the bottom of the shaft, approximately but not more than 100 feet of drifts and/or crosscuts.

The shaft and the drifts and/or crosscuts shall be timbered as necessary and shall have minimum cross-sectional dimensions of 5 feet by 7 feet in the clear of timber.

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

Fixed Unit Costs

1.	Excavate trench - 835 cubic yards @ $0.30/cu. yd.	$ 250.00	
2.	Construct - Toolhouse 1/	76.00	
	Powder magazine 1/	25.00	
	Exploder magazine 1/	15.00	
3.	Sink 75 feet of shaft @ $38.00/ft.	2,850.00	
4.	Drive 100 feet of drifts and/or crosscuts @ $30.00/ft.	3,000.00	
	Estimated total cost of project		$6,216.00
	Government participation @ 75%		$4,662.00

1/ The completed work constitutes the unit.

MF-203
Revised March 24, 1955

RECEIVED 15 1956 M.E.A.

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA-
Contract No. Idm-E 1077
Contract Date 11 APR 1957

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Cleveland, State of North Carolina, described as follows:1/

The land leased herewith is a part of the Wellmon Property as deeded to the First National Bank of Shelby by Clyde R. Hoey, Trustee, as shown in Book 4-F, page 259, in the Register's Office of Cleveland County, consisting of 163 acres, but the specific part being leased is a square, 500 feet by 500 feet, with the lines lying due North, South, East and West, and the same shall be located so that a mine shaft now existing on the property shall be the center of the said square, this particular mining shaft is located North 0-30 East 550 feet from the Northeast corner of the old Charlie Blanton Homestead and North 2-20 East 550 feet from the Northwest corner of the said house, this being used as a tenant house on the Shelby Loan and Mortgage Company property, and the location point is shown on a survey made by James W. Elliot, Surveyor, on November 7, 1956, entitled: "Property of Shelby Loan and Mortgage Corporation, Cleveland County, N. C., Gold Mine leased to Fred L. Garland, Frank W. Phillips and Louie Aldridge." The expressed privilege is given in this area for digging and exploring and the further privilege of following anyvein outside this area provided the tunnel or excavation made in so doing shall in no event be nearer than twenty (20) feet to the surface of the property in so following the said veins.

2. None

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

None

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

3/ Write "none" if that is the case. Do not leave lines blank.

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: None

Dated this 11th day of October, 1956.

SHELBY LOAN AND MORTGAGE CORPORATION [Seal]

By: Geo. Blanton [Seal]
President

[Seal]

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

Geo. Blanton, Jr.
Secretary [Corporate Seal]

MINING LEASE

RECEIVED NOV 15 1956 D.M.E.A.

State of North Carolina CLEVELAND County:

This indenture made this 11th day of October, 1956

between Shelby Loan and Mortgage Corporation, a Corporation

of Cleveland County and State of North Carolina as party of the first part, and known as lessor, and Fred L. Garland, of Cleveland County; Frank W. Phillips and Louie Aldridge,

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

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

The land leased herewith is a part of the Wellmon Property as deeded to the First National Bank of Shelby by Clyde R. Hoey, Trustee, as shown in Book 4-F, page 259, in the Register's Office of Cleveland County, North Carolina, and now owned by the Shelby Loan and Mortgage Corporation, the full tract consisting of 163 acres, but the specific part being leased is a square, 500 feet by 500 feet, with the lines lying due North, South, East and West, and the same shall be located so that a mine shaft now existing on the property shall be the center of the said square, this particular mining shaft is located North 0-30 East 550 feet from the Northeast corner of the old Charlie Blanton Homestead and North 2-20 East 550 feet from the Northwest corner of the said house, this being used as a tenant house on the Shelby Loan and Mortgage Company property, and the location point is shown on a survey made by James W. Elliott, Surveyor, on November 7, 1956, entitled: "Property of Shelby Loan and Mortgage Corporation, Cleveland County, N. C., Said Mine leased to Fred L. Garland, Frank W. Phillips, and Louie Aldridge". The expressed privilege is given in this area for digging and exploring and the further privilege of following any vein outside this area provided the tunnel or excavation made in so doing shall in no event be nearer than twenty (20) feet to the surface of the property in so following the said veins.

[illegible] above which may be taken and sold shall be paid for and at the usual royalty rate of the minerals taken.

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

It is further agreed and by their acceptance the Lessees specifically agree that any shafts dug by them and the present shaft now existing in this space as leased and any excavation made by them shall be refilled and leveled over at the termination or abandonment of this Lease by the said Lessees.

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

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

Witness: Geo Blanton, Jr.
Secretary

SHELBY LOAN AND MORTGAGE CORPORATION (Seal)

By: Geo Blanton (Seal)
President

(Seal)

NORTH CAROLINA

CLEVELAND COUNTY

I, the undersigned Notary Public in and for the aforesaid State and County, certify that Geo. Blanton, Jr., personally came before me this day and acknowledged that he is Secretary of Shelby Loan and Mortgage Corporation, a corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

WITNESS my hand and notarial seal, this 11 day of October, 1956.

Notary Public

My commission expires:

7-31-58.

MF-203
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED NOV 15 1956 D.M.E.A.

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. 4541.
Metal or Mineral Mica
Date Received 11-15-56
Estimated Cost $7015
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: Charlie Blanton Mining Company, Spruce Pine, N. C.
c/o Frank W. Phillips, Lewie Aldridge, Spruce Pine, N.C.
Fred L. Garland, Shelby, N.C.

RECEIVED NOV 15 1956 U.S. [illegible]

(*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 Lease and sketch enclosed

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

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

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

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

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

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

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

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

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

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

5. *The exploration project.*—(*a*) State the mineral or minerals for which you wish to explore 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 60 days and be completed within 6 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.). None

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

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

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

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

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

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

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

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

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

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

☐ Money ☒ Use of equipment owned by you ☐ Other

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated Nov 8, 1956

Charlie Blanton Mining Co.
(Applicant)

By Frank W. Phillips

Spruce Pine, N.C.

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

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NOV 15 1936
D.C.M.A.

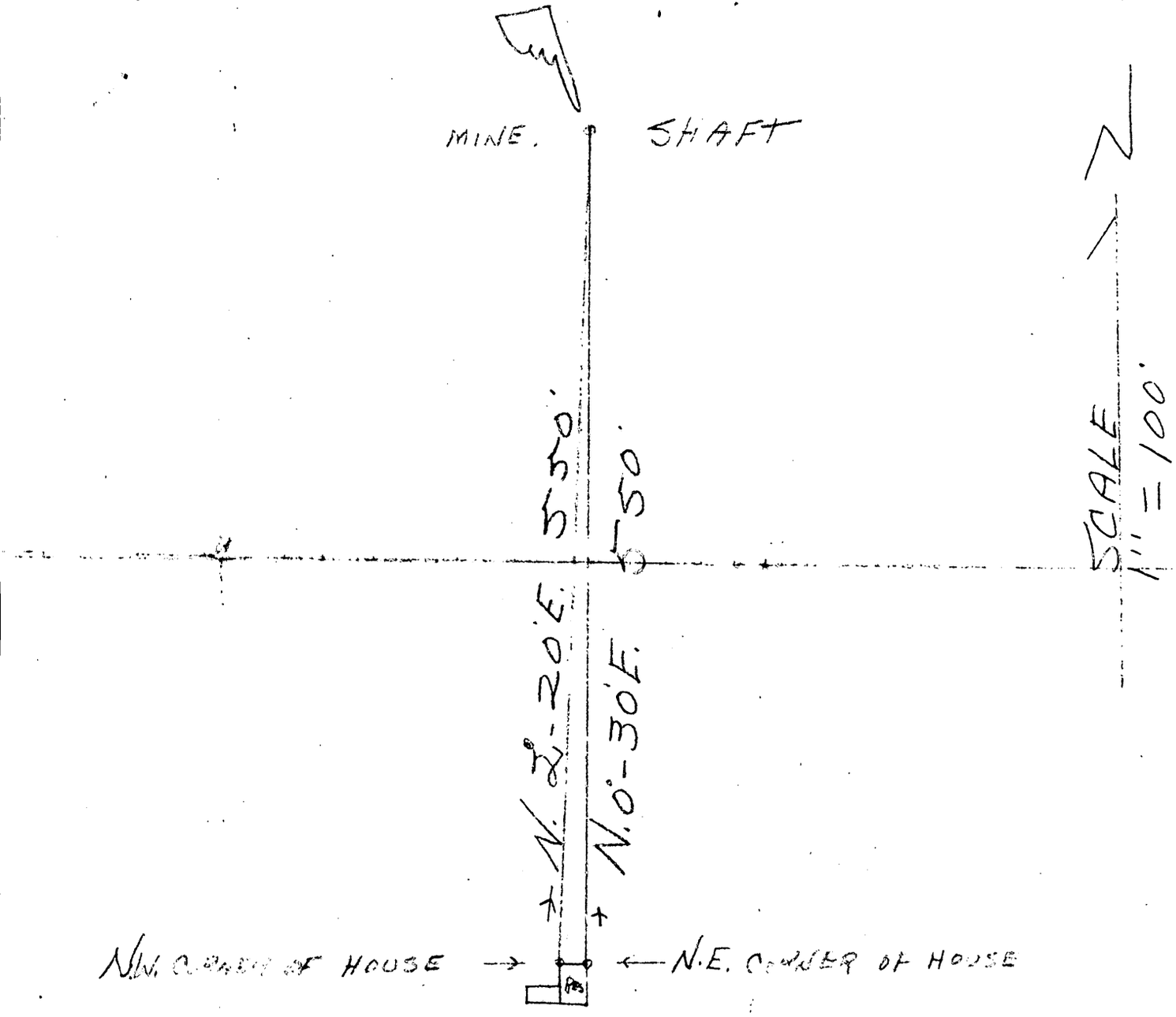
Charlie Blanton Mine

There is an old shaft (as shown on sketch) about 20 feet deep that has some vein left on one side. We have not been able to obtain any information as to the operations or production of the mine. There is a road to the old Charlie Blanton house as shown on the sketch. Every thing that is necessary to carry on mining operations is available, except cash. The vein material is showing in different places. We would like to make a cut, with bulldozer, 40 feet wide, 100 feet long and 25 feet deep; then pick the best spot for sinking 60 foot shaft and do 100 feet of cross cutting.

Tool house	$75.00
Powder Magazine	25.00
Exploder Magazine	15.00
Bulldozing	800.00
60 ft. shaft @ $45.00 --------	$2700.00
100 ft. cross cut @ $34.00 ---	3400.00
Total ----------	$7015.00

The applicants can furnish their share of the expenses by the use of their equipment.

Mine is located in Cleveland County, N. C., $2\frac{1}{2}$ miles west of Shelby on U. S. Highway 74, then one mile north on dirt road.



PROPERTY OF

SHELBY LOAN + MTG. CORP.

CLEVELAND COUNTY N.C.

SAID MINE LEASED TO

FRED L GARLAND, FRANK W. PHILLIPS +

LUIE ALDRIDGE

James W. Elliott NOV. 7, 1956

SURVEYOR

U. S. Government Messenger Envelope

Standard Form No. 65 (Rev. 1/46)

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2. Void previous block.
3. Write clearly.

NAME OR TITLE OF PERSON, DEPARTMENT, ADDRESS, AND ROOM		NAME OR TITLE OF PERSON, DEPARTMENT, ADDRESS, AND ROOM	
~~Martha B. Shanks~~ ~~Room 4238~~ ~~GSA Bldg.~~	RUN / STOP	Mr. Griswold 4444 Int.	RUN / STOP
W. Burbank Room 4218	RUN / STOP		RUN / STOP
~~D. Foster Hewitt~~ ~~5227 Int~~	RUN / STOP		RUN / STOP
~~Mr. Louis Parlides~~ ~~Geological Survey~~ ~~Agricultural Research Center~~ ~~Beltsville, Md.~~	RUN / STOP		RUN / STOP
Mr. Louis Parlides Geological Survey Agricultural Research Center Beltsville, Maryland	RUN / STOP		RUN / STOP
Mr. Phil Smith Rm. 5227 Int.	RUN / STOP 24		RUN / STOP
~~Lois Hilliard~~ ~~4201 Int.~~	RUN / STOP		RUN / STOP
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DMEA Form 7
(12-56)

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Date	Surname	Code
3/24	Anderson	600
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		110
		100
		220

600

March 24, 1958

Project Summary Report

By: Walter C. Anderson, Division of Nonmetallic Minerals

1. Docket No. DMEA-4541-Mica
Contract No. Idm-E1077
Charlie Blanton Mine
Cleveland County, North Carolina

Application: Form MF-103(April 1952) received November 15, 1956.
Work proposed by Applicant:

Construction - Toolhouse, powder and exploder magazine	$115.00
Bulldozing	800.00
60 feet of shaft @ $45.00/ft.	2,700.00
100 feet of crosscut @ $34.00/ft.	3,400.00
Total amount requested	$7,015.00

Operator: Charlie Blanton Mining Company, partnership composed of Frank W. Phillips, Lewie Aldridge, and Fred L. Garland. c/o Frank Phillips, Spruce Pine, North Carolina

Operator's Property Rights: Five year mining lease on part of the Wellmon Property consisting of 163 acres, dated October 11, 1956. Consent to Lien and Subordination Agreement, dated October 11, 1956.

2. Contract: Form MF-200A(April 1956), dated April 11, 1957.
Work authorized:

Construction - Toolhouse, powder and exploder magazine	$116.00
Excavation trench - 835 Cu. Yds. @ $0.30/c.yd.	250.00
75 feet of shaft @ $38.00/ft.	2,850.00
100 feet of drift @ $30.00/ft.	3,000.00
Estimated total cost of project	$6,216.00
Government participation @ 75%	$4,662.00

Amendments: No. 1 - 5/24/1957, postponed the time for beginning the work from May 20, 1957 to June 20, 1957.
Work completed:

418 Cu.Yds. of trenching @ $0.30/c.yd.	$125.40
Construction - Toolhouse, powder and exploder magazine	116.00
46 feet of shaft @ $38.00/ft.	1,748.00
100 feet of drift @ $30.00/ft.	3,000.00
Total accepted cost	$4,989.40
Government participation @ 75%	$3,742.05

Work began May 27, 1957, and was completed on August 22, 1957. Field Team Final Report received February 17, 1958. Operator's Final Report received October 2, 1957. No equipment purchased under contract. No mica of value produced during operation.

3. Audit: Report of Review issued October 4, 1957.

Total accepted cost	$4,989.40
Government participation	$3,742.05

4. Certification of Discovery - None issued.
No economic reserves outlined by work.

5. Comments:

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

Operation: Good.

Engineering: Reporting by the Operator was satisfactory.

Geologic Premise: The plunge elongation as premised in the Field Team Examination Report did not develop, and the quartz core became discontinuous down dip.

Geologic Criteria upon which work was based:

1. Pegmatite: Lenticular, plunging, zoned. Tapers from 9 feet thick to 1 foot. Massive quartz core tapers from 6 feet thick to a sharp point. Discordantly emplaced in a garnet-sillimanite schist. Exposed for a distance of 39 feet along strike and to a depth of 29 feet.
2. Mica: Reddish brown to light green, flat to flat "A", essentially free from stains, books average 2 by 4 inches, some 6 by 8 inches.

Geologic Criteria developed during project:

1. Pegmatite: Lens-like, fracture-emplaced structure up to 9 feet thick, consisting of massive quartz down to 45 feet in depth with 2-foot wallzones consisting of medium-grained kaolinized sodic-plagioclase and minor amounts of muscovite and fine-grained quartz. Discordantly emplaced in a contorted garnet-sillimanitic country rock. Plunge was much less pronounced than expected, keel being horizontal at 42 feet depth.
2. Mica: Mostly in sizes not exceeding 2 x 2 inches, substantial amount in scrap sizes. Color - brown to green. Flat with minor ruling, cracking and clay stained.

Future Possibilities: None, since pegmatite contains only minor amounts of small clay stained books.

Recommendations: The Division of Nonmetallic Minerals and the Commodity Members of the Bureau of Mines and Geological Survey concur in the Field Team's recommendation that this project should not be certified.

Walter C. Anderson
Walter C. Anderson
Division of Nonmetallic Minerals

WCAnderson:rsi 3/11/58
Copy to: Admr. R. File
Mr. Houk

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

February 28, 1958

ORIGINAL FILE COPY
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DATE	INITIALS	CODE
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Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4541 (mica)

Applicant: Charlie Blanton Mining Co.

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

Contract Number: Idm-E 1077

Date of Field Team Final Report: February 13, 1958

Date Rec'd. by Br. of Ceramic and Fertilizer Materials: February 24, 1958

Field Team Recommendation: Recommend that no certification of discovery be made.

Comments:

1. Work consisting of 46 feet of shaft and 100 feet of drift was completed under contract.

2. The expected plunge elongation of pegmatite failed to develop.

3. Only minor amounts of small clay stained books of muscovite were encountered.

Recommendation:

I concur with the recommendation of the field team that no certification of discovery be made.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

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

February 27, 1958
Re: DMEA 4541, Idm-E1077
Charlie Blanton Mining Company
Charlie Blanton Prospect
Cleveland County, North Carolina
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

The contract approved the expenditure of $6,216.00 on the exploration by bulldozing, shaft sinking, and drifting of a pegmatite which at surface appeared to possess the requisite mica-bearing characteristics.

The shaft sinking and drifting showed the pegmatite to be of very limited extent on dip and laterally and to carry very little strategic grade mica. The work done cost $4,989.40 of which cost the Government contributed $3,742.05.

The examiners recommend that certification not be made. I concur with the recommendation.

N. E. Nelson

N. E. Nelson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1015, POST OFFICE BLDG.
KNOXVILLE 2, TENN.

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February 13, 1958

Memorandum

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

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

Subject: Final Report - Docket No, DMEA-4541, Idm-E1077 (Mica)
Charlie Blanton Mining Company, Spruce Pine, N. C.
Charlie Blanton Prospect, Cleveland County, N. C.

Enclosed are the original and two copies of the subject final report.

The Field Team is in agreement with the recommendation of the examiners that no certification of discovery be made.

Robert A. Laurence
Robert A. Laurence
Executive Officer

S A Feitler
S. A. Feitler for V. J. Lynch
Member, Bureau of Mines

Enclosures 3

Field Team Final Rpt

Reviewed by
DMEA OPERATING COMMITTEE
2-21-58
(date)

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UNITED STATES

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT

FIELD TEAM - REGION V

DMEA-4541, Idm-E1077, CHARLIE BLANTON PROSPECT (Mica)
Cleveland County, North Carolina

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

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

February 13, 1958

Reviewed by
DMEA OPERATING COMMITTEE
2-21-58
(date)

FIELD TEAM FINAL REPORT

DMEA-4541, Idm-E1077, CHARLIE BLANTON PROSPECT (Mica)
Cleveland County, North Carolina

Operator: Charlie Blanton Mining Company, a partnership composed of Frank W. Phillips, Lewie Aldridge, and Fred Garland, c/o Frank W. Phillips, Spruce Pine, North Carolina

SUMMARY

A total of 418 cubic yards of strike-trench was excavated and 46 feet of shaft and 100 feet of drift completed under the contract. The plunge elongation of the pegmatite inferred in the examination report did not develop, and quartz core material became discontinuous down dip. Drift was driven along the flattened keel of the structure. Pegmatite contains only minor amounts of relatively small clay stained books of muscovite and no economic concentrations outlined. No certification of discovery is recommended.

INTRODUCTION

Location

The pegmatite is situated 1.57 airline miles N. 20° W. of the intersection of State Route 26 and U. S. Highway 74 on the western outskirts of Shelby, Cleveland County, North Carolina. The property is reached by 0.8 miles of gravel road west from Route 26, immediately south of and paralleling the Southern Railway track, thence north 0.45 miles by dirt farm road to the old Charlie Blanton Homestead. The prospect is located 550 feet due north of the farmhouse (Shelby, N. C. Quad., USGS Ed. 1950, 1:62,500).

Contract Work

Preliminary bulldozing began on May 27, 1957, and all underground work was completed by August 22, 1957. The Operator efficiently carried out the terms of the contract in every respect.

After completing 418 cubic yards of bulldozer excavation in a strike trench about 100 feet long, it was decided that sufficient pegmatite exposure to the east-southeast of the original pit had been made. The original pit which is of unknown origin was completely backfilled. Shaft was collared on pegmatite at a point about 12 feet east-southeast of the old pit and sunk vertically to a depth of 46 feet. The Operator did an excellent job of shaft cribbing and construction of a separated manway. At the 42-foot level, 16 feet of drift was driven S. 80° E. and 87½ feet N. 85° W. for a total of 103½ feet. The Operator drove 3½ feet of drift at his own expense. In addition to the excavation and underground work, a toolhouse and exploder and powder magazines were constructed.

GEOLOGY

The pegmatite is a lens-like, fracture-emplaced structure up to 9 feet thick, striking N. 80 - 85° W. and dipping vertically to steeply northeast. The discordant country rock is a contorted garnetiferous-sillimanitic schist, interlayered with a feldspathic, quartz-muscovite-biotite gneiss. The foliation and schistosity trend from N. 30° W. 30-60° NE to N. -65° E. 10-35° SE. The tapering geometry of the pegmatite in the old pit led the examiners to infer a plunge elongation to the east-southeast. The contract work showed the structure to be eliptical in its longitudinal section, but much more equi-dimensional than expected, and the plunge to be much less pronounced. An almost horizontal pegmatite keel was followed by the drift work at a shaft depth of 42 feet or a surface depth of 50 feet, rising at each end out of the

drift area. A massive lens-like, quartz core up to 6 feet in thickness was exposed in the old pit, tapering upward to extinction. The top of the core was cut in the contract shaft on about the expected plunge projection, but became discontinuous at a depth of about 30 feet below the surface. Irregular, more or less centrally located, masses of quartz persisted to a maximum depth of about 45 feet below the surface. The one- to two-foot thick wall zones of the pegmatite are composed of medium-grained kaolinized sodic-plagioclase, and relatively minor amounts of muscovite and fine-grained interstitial quartz.

Muscovite was found in books up to 6 x 8 inches across, but mostly in sizes not exceeding 2 x 2 inches, with a substantial amount in scrap sizes. A total of 600 pounds of small, clay-stained block was recovered from the contract work. The muscovite is flat with minor ruling, cracking, and isolated oxide intergrowths. Flat-A, color zoned books were found adjacent to the core. The color zoning varies from brown exteriorly to green interiorly, parallel to the crystal outline. Brownish-red (ruby) colored books were recovered near or at the pegmatite margins. No other concentration or localization of the mica was noted.

CONCLUSIONS AND RECOMMENDATIONS

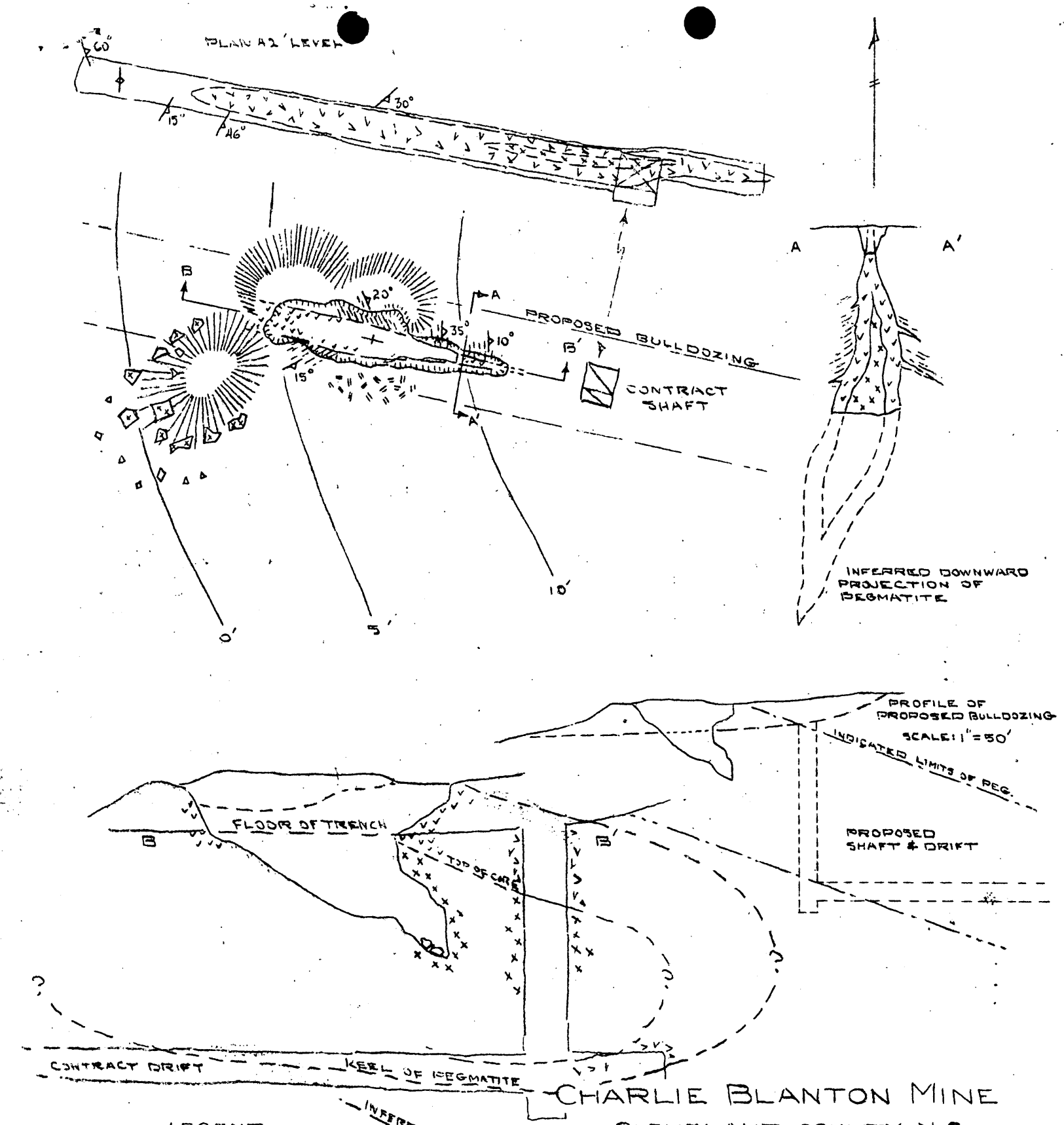
A zoned, discordant, fracture-controlled pegmatite was thoroughly explored by the contract work from the surface to the keel of the structure and probably along most of its strike extent. No localization of muscovite was defined or any large amount recovered during the contract. All work was efficiently done according to the terms of the contract. No certification of discovery is recommended by the field examiners.

EXPENDITURES

(a)	Total approved	$6,216.00
(b)	Total cost of project	4,989.40
(c)	Government's share of cost	3,742.05
(d)	Government's share unexpended	919.05
(e)	Value of production	?
(f)	Royalty paid to date	None

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

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



CHARLIE BLANTON MINE

CLEVELAND COUNTY, N.C.

DMEA-4541, IDM.-E1077 (MICA)

SCALE: 1" = 20'

LEGEND

- PLAGIOCLASE-MUSCOVITE
- MASSIVE QUARTZ CORE
- SILLIMANITE SCHIST & QTZ-MICA GNEISS
- TRENCH
- DUMP
- RESIDUAL SCRAP MUSCOVITE

SCB 2/57 (2/58)

MF-104 (Rev.)
(April 1952)

RECEIVED OCT 14

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Budget Bureau No. 42-R1036.5

PAID ON VOUCHER & SCHEDULE OF PAYMENTS K- 19

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of August, 1957 Docket No. DMEA 4541 Contract No. DMA E-1077

Operator's Name Charlie Blanton Mining Co. Minerals mica

Address c/o Frank W. Phillips, Spruce Pine, N. C.

Contract Amount, $ 6,216.00 Government Participation: 75 % Amount, $ 4,662.00

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		125.40	125.40			
Crosscutting	$1920.00	$ 1050.00	3000.00			
Shafts		1748.00	1748.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.		116.00	116.40 00			
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	$1920.00	$3039.40	$4959.40	1920.00	3069.40	4989.40

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

Date 9-25-57 *Payee Charlie Blanton Mining Co.

Per Frank W. 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:

$ 1440.00

Signature Helen R. Mieler
(Authorized Certifying Officer)

Date OCT 10 1957 Vou. No. 65
(See other side)

480.00

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. E-1077 in accordance with the terms of the contract.

Signature N. J. Lynch Title MINING ENGINEER U. S. BUREAU OF MINES Date OCT 7 1957

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lawrence Title EXECUTIVE OFFICER DMEA FIELD TEAM REGION V Date OCT 7 1957

MONTHLY REPORT OF OPERATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of August 1957 Docket No. DMEA 4541 Contract No. Ion. E-1077

Operator's Name Charlie Blanton Mining Co. Minerals mica

Address c/o Frank W. Phillips, 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
Drifting								
Crosscutting	ft.	$1020.00	64	$2000.00	100	$50.00		
Raising								
Shafts	ft.			$1748.00	46	$38.00		
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching	cu-yd.	###		$ 125.00	418	.30		
Test Pits								
Roads and Trails					3 125.40			
TOTAL DISTRIBUTED COSTS		$1020.00		~~$2000.00~~ $4878.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased				40				
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.				116.00				
				~~$4989.00~~				
TOTAL COSTS								

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

Date 9-25-57 Operator Charlie Blanton Mining Co.

Per Frank W. 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)

S Feider

MINING ENGINEER
U. S. BUREAU OF MINES

INSTRUCTIONS

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

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

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

GPO 872894

CHARLIE BLAUTON MINING CO.

August 1957 IMRA 4541 - mica Contract Idm. E-1077

Narrative:

This 64 feet of crosscutting was continued on in a N 85 W direction. It contained chist, country rock, quartz with vein most all the way, but no mica of any size or quality.

Work progressed nicely as we did not have very much drilling and blasting to do. Most of this crosscut was picking, but it was not necessary to timber. We struck a little water in the bottom of the shaft and at about 18 feet from the shaft we had no more water.

I certify that the above information is correct.

Frank W. O'Neill, partner

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
10/4	Talbert	800
10/7	B	220
10/7	Hook	600

OCT 4 1957

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

Re: Docket No. DMEA-4541 (Mica)
Charlie Blanton Mining Company
Charlie Blanton Mine
Cleveland County, N. C.
Contract No. Idm-E1077

Dear Mr. Laurence:

As requested in your memorandum of September 30, 1957, a Report of Review in lieu of a final audit of the referenced project has been prepared. The original and three copies thereof, together with the original of the final MF-104 submitted with your memorandum, are enclosed.

If you concur with the facts stated in this Report of Review, the original and one copy should be released to the regional finance officer, one copy should be forwarded to the Operator, and one copy should be retained in your files. If for any reason you do not concur, please return the original and all copies to this Division with your comments.

Sincerely yours,

(Signed) J. L. Chambers

Jay L. Chambers, Director
Contract Administration
and Audit Division

Enclosure

EDTalbert/wb
October 4, 1957

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

8623

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

September 30, 1957

OFFICIAL FILE COPY
DMEA
RECEIVED OCT 3 1957

DATE	INITIALS	CODE
10/3	B	220
10/4	Hawk	600

Memorandum

To: Jay L. Chambers, Director Contract Admin & Contract Div.

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

Subject: Request for Report of Review - DMEA-4541, Idm-E1077-mica
c/o Frank Phillips, Charlie Blanton Mining Co.
Charlie Blanton Mine, Cleveland County, N. C.

Work on the subject contract has been completed.

The following units of work have been acceptably performed as verified by our Field Examiners.

1 - Trench excavation totaling 418 cu. yds. was completed.

2 - A toolhouse, exploder and powder magazines were completed.

3 - A shaft was sunk to a depth of 46 feet.

4 - 100 feet of drifts were completed.

An adequate final engineering and geological report has been received.

Report of review is requested. Final MF-104 is attached.

VJL/xm
cc:
Lynch
Files
Opr. Com-2

Robert A. Laurence

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

September 30, 1957

Memorandum

To: Jay L. Chambers, Director Contract Admin & Contract Div.

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

Subject: Request for Report of Review - DMEA-4541, Idm-E1077-mica c/o Frank Phillips, Charlie Blanton Mining Co. Charlie Blanton Mine, Cleveland County, N. C.

Work on the subject contract has been completed.

The following units of work have been acceptably performed as verified by our Field Examiners.

1 - Trench excavation totaling 418 cu. yds. was completed.

2 - A toolhouse, exploder and powder magazines were completed.

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4 - 100 feet of drifts were completed.

An adequate final engineering and geological report has been received.

Report of review is requested. Final MF-104 is attached.

Robert A. Laurence

VJL/xm
cc:
Lynch
Files
Opr. Com-2

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 10 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

WASHINGTON 25, D.C.

September 30, 1957

OFFICIAL FILE COPY
DMEA
RECEIVED OCT 2 1957

DATE	INITIALS	CODE
10/2	C	220
10/2	[illegible]	800
10/3	[illegible]	600

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Operator's Final Report - DMEA-4541, Idm-E1077(mica). Charlie Blanton Mining Co., Charlie Blanton Mine, Cleveland County, N. C.

Attached are three copies of the subject final report.

Robert A. Laurence

Robert A. Laurence

Operators' Final Rpt

CHARLIE BLANTON MINING CO.

DMEA 4541-mica Contract Idm. E-1077

Final Narrative:

We got a total of approximately 700 pounds of mica that will go as scrap.

We had good success in our mining operations, due to the fact that we moved our mining shack within 150 feet of our shaft, had good weather for working with no break-downs and worked 56 hours per week.

We cut a very good looking mica vein about 2 feet below the surface with the bulldozer. It contained good little blocks of ruby mica and looked as if it was going to make a good mine. However the mica did not get any larger and the clay stain did not clear up any to the bottom of the 46 foot shaft.

From this level we made a 16 foot cut in S 80 E direction and vein cut almost out. Small mica was found about the same as in the shaft. Tehn we began, still on the smae level, in a N 85 W direction and drove this tunnel 84 feet. We had country rock, quartz and mica bearing pegmatite all the way. The mica continued to be very small and badly stained with clay.

I certify that the above information is correct.

Frank W Shill partner

OFFICIAL FILE COPY
DMEA
RECEIVED OCT 2 1957

DATE	INITIALS	CODE

OFFICIAL FILE COPY
DMEA
RECEIVED SEP 30 1957

DATE	INITIALS	CODE
9/30	C	220
"	Com	100
10/2	Hock	600

INTERIM REPORT-- Correction

on

DMEA-4541, Idm-E1077, CHARLIE BLANTON ~~MINE~~
(mica)

Operator: Charlie Blanton Mining Co., c/o Frank Phillips, Spruce Pine, North Carolina

Location: 1.57 airline miles N 20°W of the intersection of State Highway 26 and U. S. Highway 74 West of Shelby, Cleveland County, North Carolina

This is to correct the Interim Report for the inspection made August 22, 1957.

The total shaft depth is 46 feet. A four-foot sump was left and the drifts turned off at 42 feet.

The original Interim report, in the recapitulation of work done, lists the shaft as 42 feet deep.

September 26, 1957

SAFeitler

Stanley A. Feitler
Mining Engineer, U. S. Bureau of Mines

INTERIM REPORT

DMEA-4541, Idm-E1077(mica) CHARLIE BLANTON MINE

Operator: Charlie Blanton Mining Co., c/o Frank W. Phillips, Spruce Pine, N. C.

Location: 1.57 airline miles N20°W of the intersection of State Highway 26 and U. S. Highway 74 West of Shelby, Cleveland County, North Carolina.

The N85°W drift was advanced 37 1/2 ft during the interim to complete work under the contract. The quality of the pegmatite deteriorated progressively,

In the face is schist highly impregnated with pegmatitic material. The last 19 ft was barren of quartz pods and mica large enough to save.

A review of the excavation on this prospect follows:

Trench excavation 418 cu.yds.
Shaft ~~42~~ ft. 46'
Drifts:

S80°E	16 ft
N85°W	87 1/2 ft.
Total...	103 1/2 ft

Three and one-half feet of drift was done at the Operator's expense.

The work was efficiently carried out. A good manway was installed and the level work was done rapidly.

Approximately 600 lbs of mica was recovered, most of it while sinking the shaft.

It is unlikely that certification will be recommended.

Inspected: August 22, 1957

S. A. Feitler and L. E. Shirley, Mining Engrs.
U. S. Bureau of Mines

F. G. Lesure,
Geologist, Geological Survey.

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
8/12	Anderson	600
8/12	Houk	600
		630
		600

August 12, 1957

Memorandum

To: Mr. C. O. Mittendorf, Administrator

From: Lawrence G. Houk, Director, Division of Nonmetallic Minerals

Subject: Amendment No. 1 - Docket No. DMEA-4541-Mica
Charlie Blanton Mining Company
Charlie Blanton Mine
Cleveland County, North Carolina
Contract No. Idm-E1077

The Division of Nonmetallic Minerals concurs in Amendment No. 1 to the subject contract as written and executed in the field. This amendment extends the commencement date of work from May 20, 1957 to June 20, 1957.

Amendment No. 1 is necessary because the Operator was unable to obtain equipment before the original date.

W. C. Anderson

W. C. Anderson
Division of Nonmetallic Minerals

WCAnderson:gad 8/12/57
Copy to: Admr. R. File
Mr. Houk

8623

INTERIM REPORT

DMEA-4541, Idm-E1077(mica) Charlie Blanton Mine

Operator: Charlie Blanton Mining Co., c/o Frank Phillips, Spruce Pine, N. C.

Location: 1.57 airline miles N20°W of the intersection of State Highway 26 and U. S. Highway 74 West of Shelby, Cleveland County, North Carolina

During the interim a drift was advanced 50 feet N85°W from the shaft as requested by the Examiners. This was accomplished in 8 twelve-hour shifts, but the rock required little blasting and the men considered the overtime and the long week-end at home (Spruce Pine) a form of bonus. Loose ground below old workings required the installation of two sets lagged.

Quartz core was continuous for 23 feet from the shaft. Beyond that point minor amounts of quartz with small and scrap mica are scattered through the pegmatite. Small schist inclusions in the dike are exposed in the face.

About 600 lbs. of mica have been recovered to date. The mica, although not large, is ruby colored, hard and flat with some clay or rust staining.

Thirty-four feet of drifting remains to be done under the contract.

Inspected: August 8, 1957

CARTOGRAPH FILE COPY
RECEIVED AUG 1957

DATE		CODE
8-19	C	220
19	Copy	100
20	Hook	600

S. A. Feitler and L. E. Shirley,
Mining Engineers, U.S. Bureau of Mines

F. G. Lesure, Geologist
U.S. Geological Survey

Form MF-104 (Rev. 4 (April 1952)

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Budget Bureau No. 42-R1036.5

PAID ON VOUCHER & SCHEDULE OF PAYMENTS K- 8

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of June July, 1957 Docket No. DMEA 4541 Contract No. Xm-S 1077

Operator's Name Charlie Blanton Mining Co. Minerals Mica

Address c/o Frank W. Phillips, Spruce Pine, N. C.

Contract Amount, $ 6,216.00 Government Participation: 75 % Amount, $ 4,662.00

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						
Excavating trench						
Bulldozing	$125.40		$125.40			
Crosscutting						
Drifting	$1080.00		$1080.00			
Shafts	$1748.00		$1748.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:	$116.00		116.00			
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	$3069.40		$3069.40	3069.40		3069.40

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

Date 8-1-57 *Payee Charlie Blanton Mining Co.

Per Frank W. 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:

$ 2302.05

Signature Helen R. Melin (Authorized Certifying Officer)

Date AUG 28 1957 Vou. No. 37

(See other side)

767.35

(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. E1077 in accordance with the terms of the contract.

Signature S. Feitler Title U. S. BUREAU OF MINES Date AUG 13 1957

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Roemer Title EXECUTIVE OFFICER DMEA FIELD TEAM REGION V Date AUG 13 1957

MONTHLY REPORT OF OPERATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of ~~June~~ July 195~~6~~7 Docket No. DMEA 4541 Contract No. 14m E 1077

Operator's Name Charlie Blanton Mining Co. Minerals mica

Address c/o Frank W. Phillips, 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
Drifting								
Crosscutting	ft.	$1050.00	38	$1050.00	38	$30.00		
Raising								
Shafts								
Winzes	ft.	1748.00	46	1748.00	46	38.00		
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching	cu. yd.	125.40	418	125.40	418	.30		
Test Pits								
Roads and Trails								
Total Distributed Costs		$2963.40		$2963.40				Total Costs Authorized by Contract
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.		116.00		116.00				
Total Costs		$3079.40		$3079.40				

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 8-1-57 Operator Charlie Blanton Mining Co.

Per Frank W. 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) SFeitler AUG 13 1957

MINING ENGINEER
U. S. BUREAU OF MINES

INSTRUCTIONS

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

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

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

GPO 872894

CHARLIE BLANTON MINE Docket No. DMEA 4541 Contract No. Idm-E 1077

Narrative:

In the last week of May atrench was excavated to a depth of about 6 feet down a narrow vein containing small flat block mica. At this depth ground and vein were very hard and the field team spotted the shaft.

Trailer house, air compressor, hoist and lumber were moved in.

Shaft was started on the third day of June and was sunk in vein material to a depth of 46 feet with a two foot water hole, getting about 250 pounds of small block mica containing heavy clay or mud stain.

A cross cut, S-80-E was cut 16 feet with the vein narrowing from 2½ ft. to 1 foot.

Then another cross cut was started N-85-W and cut a distance of 20 feet on the same level. This cut contained quartz, country rock and vein. About 200 pounds of same size and quality of mica was picked out in this cut.

Tunnel did not require any timbering except the top, which started at a distance of about 10feet from the shaft that was under old workings.

We made very good progress in this work due to good weather, very little water, no breakdowns of equipment and the men working twelve hours aday.

I certify that the above narrative is correct.

Frank W. Phillips operator

RECEIVED
AUG 13 1957

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

OFFICIAL FILE COPY
DMEA
RECEIVED AUG 8 1957

DATE	INITIALS	CODE
8/8	P.K.	220
		130
		600

August 6, 1957

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region V - Knoxville

Subject: Amendment No. 1, DMEA-4541, Idm-E1077 (mica)
Charlie Blanton Mine, Cleveland County, N.C.

Attached is the original and two copies of the subject amendment signed by the partners of the Charlie Blanton Mining Company. The usual distribution of the other copies has been made.

This amendment was necessary because the Operator was unable to obtain the equipment before the original date.

Robert A. Laurence

Robert A. Laurence

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

EXTRA COPY
DMEA
RECEIVED AUG 8 1957

DATE	INITIALS	CODE
8/8	[illegible]	60

August 6, 1957

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region V - Knoxville

Subject: Amendment No. 1, DMEA-4541, Idm-E1077 (mica)
Charlie Blanton Mine, Cleveland County, N.C.

Attached is the original and two copies of the subject amendment signed by the partners of the Charlie Blanton Mining Company. The usual distribution of the other copies has been made.

This amendment was necessary because the Operator was unable to obtain the equipment before the original date.

Robert A. Laurence

RAL/sm
cc
Finance
Lynch
Shirley
Files

OFFICIAL FILE COPY
DMEA
RECEIVED AUG 5 1957
DATE | INITIALS | CODE
8/5 | 100
8/6

INTERIM REPORT

DMEA-4541, Idm-E1077 (mica) CHARLIE BLANTON MINE

Operator: Charlie Blanton Mining Co., c/o Frank W. Phillips, Spruce Pine, North Carolina

Location: 1.57 airline miles N20°W of the intersection of State Highway 26 and U. S. Highway 74 West of Shelby, Cleveland County, North Carolina

Shaft sinking and drifting has been in progress during the Interim on this contract. The shaft was sunk to a total depth of 46 feet, and will be bottomed at that level due to the absence of pegmatite below the 44-foot level. At the time of the last visit the foreman was advised to drill percussion test holes down dip to define the continuity of the pegmatite. Three 8 foot holes were drilled from the 42 foot level and all bottomed in biotite gneiss. A sump was established, the shaft was floored, and turnoff on a drift level was made to the southeast, in pegmatite having a thickness of 3.5 feet. A drift advance of 16 feet was made in a S80°~~W~~ E direction in pegmatite, virtually barren of mica, which shows a thickness of about 2 feet in the present face. The hanging wall contact strikes N80°W and ~~strikes~~ dips 55°NE. The material removed in this work was principally feldspathic and contained small scrap sizes of excellent quality muscovite. Quartz core material evident in shaft sinking is not continuous to the southeast. Instructions were given for turning off a drift from the shaft bottom to the northwest in petmatite 6.5 feet thick containing quartz core.

The shaft has been cribbed to the bottom and contains a separated manway with ladders and landings at 15 foot intervals. Instructions were given for timbering the drifts if enclosing rock is weathered badly. Progress on this contract is satisfactory.

L. E. Shirley

L. E. Shirley and S. A. Feitler
Mining Engineers

F. G. Lesure, Geologist
U. S. Geological Survey

Date inspected:

July 24, 1957

INTERIM REPORT

DMEA-4541, Idm-E1077 (mica) CHARLIE BLANTON MINE

Operator: Charlie Blanton Mining Co., c/o Frank W. Phillips, Spruce Pine, NorthCarolina

Location: 1.57 airline miles N20°W of the intersection of State Highway 26 and U. S. Highway 74 west of Shelby, Cleveland County, North Carolina

Vertical shaft sinking continues on this contract and now measures 42.5 feet. The shaft bottom contained water and could not be inspected at the time of this visit. The mine foreman reports that the pegmatite began dipping out of the shaft at about 38.5 feet. Instructions were given for inclining the shaft with the dip of the body if percussion test holes indicate continuous pegmatite down dip.

The shaft has been cribbed solid to near bottom and contains a separated manway. Progress on this contract is satisfactory.

L. E. Shirley & S. A. Feitler

L.E. Shirley and S. A. Feitler
Mining Engineers
U. S. Bureau of Mines

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

OFFICIAL FILE COPY
DMEA
RECEIVED JUL 22 1957

DATE	INITIALS	CODE
7/22	C	220
22	Corr	100
7/23	Hrut	600

Date inspected:

July 11, 1957

INTERIM REPORT

DMEA-4541, Idm-E-1077, Charlie Blanton Mine
(mica)

Operator: Charlie Blanton Mining Co., c/o Frank W. Phillips, Spruce Pine, North Carolina

Location: 1.57 airline miles N20°W of the intersection of State Highway 26 and U. S. Highway 74 west of Shelby, Cleveland Co., N.C.

Vertical shaft sinking is underway on this contract and to date totals 15 feet. The shaft is being sunk in pegmatite 5 feet (plus) in thickness, containing a clear, glassy quartz core approximately 1.5 feet thick and flanked on each side by feldspathic zones containing small books of excellent quality mica. A few pounds of larger sizes of mica have been produced during the course of shaft sinking, but this mica contains "A" structure and is partially tied or "locky" and does not split as easily as the smaller flat books. Instructions were given for continued shaft sinking in pegmatite until another visit can be made. The foreman was instructed to collar the shaft and crib a section up to 10 feet as soon as practicable, and provide temporary ladders for access.

Inspected: June 12, 1957

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 24 1957

DATE	INITIALS	CODE
6/25	C	220
25	COM	100
6/26	Hmk	600

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

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

INTERIM REPORT

DMEA-4541, Idm-E1077, Charlie Blanton Mine
(mica)

Operator: Charlie Blanting Mining Co., c/o Frank W. Phillips, Spruce Pine, North Carolina

Location: 1.57 airline miles N20°W of the intersection of State Highway 26 and U.S.Highway 74 west of Shelby, Cleveland County, N.C.

The starting date on this contract is May 27, 1957. Trench excavation has been completed and required the removal of 418 cu. yds. of material. The present trench, which includes the original trench existing at time of examination (30 ft long, 8 ft wide and 8 ft deep), trends N80°W and is 110 ft long, 20 ft wide and 6 ft (average) deep. The pegmatite is exposed for at least 80-feet along strike and is composed of small clear books of muscovite in a feldspar-quartz mixture. The Field Examiners were of the opinion that the body was sufficiently exposed at the time of this inspection and that additional trench work was unnecessary. A shaft site was spotted and sinking will probably begin during the coming week. No commercial mica was recovered during trench excavation.

Inspected: May 29, 1957.

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 7 1957

DATE	INITIALS	CODE
6/7	[illegible]	220
10	Conn	100
12	Hook	600

L. E. Shirley

L. E. Shirley, Mining Engineer
Bureau of Mines

S. C. Bergman

S. C. Bergman, Geologist
Geological Survey

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Memorandum

To: File

From: Walter C. Anderson

Subject: Evaluation of application and field examination report
Docket No. DMPA-4541-Mica
Charlie Blanton Mining Company
Charlie Blanton Mine
Cleveland County, North Carolina

A contract is recommended

Mica: Reddish brown to light green color, flat to flat A, essentially free from stains. Books up to 6 by 8 inches, average 2 by 4 inches across.

Pegmatite: Lenticular, plunging, zoned. Tapers from 9 feet thick to 1 foot. Massive quartz core tapers from 6 feet thick to a sharp point. Discordantly emplaced in a garnet-sillimanite schist. Exposed for a distance of 39 feet and to a depth of 29 feet.

Old Workings: Trench - 39 feet long by 29 feet deep.

Method of exploring: Applicant proposed a 60 foot shaft and a 100 foot drift, total cost $7,015. Field Team proposed 75 feet of shaft and 100 feet of drift at total estimated cost of $6,344.50. The Nonmetallic Minerals Division has cut this cost to $6,216. Resulted from using 1.6 feet of advance for shafting and 2.2 feet for drifting in comparison with the field's advances of 1.5 feet and 2.0 feet per day for shafting

and drifting, respectively.

Recommendations: Because of the excellent indicated mineralogy and structural continuity and the presence of very good quality mica, the field team strongly recommended a contract. The Nonmetallic Minerals Division and the accountability members of the Bureau of Mines and Geological Survey concur.

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
4/5	Anderson	600
4/5	Houk	600
4-5	Chapman	800
4/10	Selfridge	130
"	Johnson	110
"	Chetwood	100
4/11	C	220
		600

600

APR 11 1957

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

Re: Docket No. DMEA-4541-Mica
Charlie Blanton Mining Company
Charlie Blanton Mine
Cleveland County, North Carolina

Dear Mr. Laurence:

Enclosed are the original and five copies of a proposed short-form contract signed by the Administrator for the Government. It consists of the form, Annex I (1 page), Consent to Lien and Subordination Agreement, Exhibit A (2 pages) and one map. Also enclosed are two extra copies of Annex I, Exhibit A, and the map for Field Team use.

If the proposed contract meets with your approval, present it to the applicant for execution. Please explain to the applicant that the contract is a firm commitment to complete the work outlined at the agreed cost. Copies of the executed contract are to be distributed in the usual manner.

If any part of this proposed contract does not have either your approval or that of the applicant and cannot be amended within your delegated authority, then the original and all copies of the contract and the two extra copies of Annex I, Exhibit A, and the map are to be returned to this office, together with the proposed changes for consideration.

Copies of memoranda dated February 28 and March 7, 1957, by Mr. N. E. Nelson, USGS, and Mr. W. F. Dietrich, USBM, respectively, relating to the project are enclosed.

Approved:

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

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

Enclosures 12

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (GLB)

WCAnderson:gad 4/5/57
Copy to: Admr. R. File
Mr. Houk
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
3/12	Houk	600
	Griffin	~~100~~
	Mangan	~~100~~
3/14	Johnson	~~220~~
14	Matthewson	100
3/15	C	220

600

600

MAR 15 1957

Charlie Blanton Mining Company
c/o Mr. Frank W. Phillips
Spruce Pine, North Carolina

Re: Docket No. DMEA-4541-Mica
Charlie Blanton Mining Company
Charlie Blanton Mine
Cleveland County, North Carolina

Gentlemen:

We are returning herewith five copies of the Consent to Lien which are unacceptable to the Government because of the deletion in paragraph two of the words: "...and interest in the land and". This limited security is unacceptable to the Defense Minerals Exploration Administration.

You will find enclosed seven copies of the Consent to Lien and Subordination Agreement on our latest form which should be executed by the lessors without any deletions.

When the forms are returned properly executed we will continue to process your application.

Sincerely yours,

C. D. Mittendorf

Administrator

Enclosures 12

LGHouk:gad 3/11/57
Copy to: Admr. R. File
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

FROM SOLICITOR
MAR 13 1957
FOR SIGNATURE

8623

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

MAR - 8 1957

Memorandum

To: Administrator, DMEA
Attention: Chief, Division of Non-Metallic Minerals

From: Associate Solicitor, Division of Mineral Resources

Subject: Docket No. DMEA-4541 - Mica
Charlie Blanton Mining Company

As requested in Mr. Houk's reference slip dated March 4, 1957, we have prepared the attached contract.

The Consent to Lien executed by the lessor is on the form of March 1955 and in paragraph numbered 2 there have been striken the words "and interest in the land and". The effect of deleting these words is to grant to the Government a lien upon the lessor's right and title in any minerals produced, but the Government would not have a lien upon the land, upon the mineral deposit, or upon the lessor's "interest" in production.

Unless this limited security is acceptable administratively, the Consent to Lien and Subordination Agreement of the lessor on the latest form, without any deletion, should be required.

Robert P. Dwyer

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

OFFICIAL FILE COPY
DMEA
RECEIVED MAR 8 1957

DATE	INITIALS	CODE
3-8	C	220
		600
March 7, 1957		

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA-4541 (mica)

Applicant: The Charlie Blanton Mining Co., (F. W. Phillips)

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

Date of Field Team Report: 2/21/57

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 3/4/57

Field Team Recommendation: Recommend approval of a contract as outlined in the report.

Comments:

1. A lenticular, zoned pegmatite has been exposed along strike for 39 feet and to a depth of 29 feet.

2. Books up to 6 x 8 inches were found, and the mica is essentially free from mineral stain or intergrowth.

Recommendation:

I concur with the recommendation of the field team an exploration contract be approved.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

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

OFFICIAL FILE COPY
DMEA
RECEIVED MAR 1 1957

DATE	INITIALS	CODE
3/1	C	220
3/4	wza	600

February 28, 1957
Re: DMEA 4541
Charlie Blanton Mining Co.
Charlie Blanton Prospect
Cleveland County, North Carolina
Applicant's Estimate $7,015.00
Recommended Estimate $6,344.50 - Mica

Memorandum

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

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

Subject: Review of Field Team Report

The applicant requested assistance in exploring a pegmatite on which some work had been done.

The examiners found a good looking mica-bearing zoned pegmatite had been exposed by trenching, and recommend a work program consisting of bulldozing, shaft sinking and drifting.

I concur with the recommendation of the examiners and the Field Team.

N. E. Nelson

N. E. Nelson

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

OFFICIAL FILE COPY
DMEA
RECEIVED FEB 25 1957

DATE	INITIALS	CODE
2/25	C	220
		130
3/4	C	220
3/4	mra	600

February 21, 1957

Memorandum

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

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

Subject: Field Examination Report - DMEA-4541 (Mica)
The Charlie Blanton Mining Co., Spruce Pine, N.C.
Charlie Blanton Prospect, Cleveland County, N. C.

Enclosed are four copies of the subject report, and nine extra copies of the map.

We recommend approval of a contract as outlined in the report.

Robert A. Laurence
Robert A. Laurence
Executive Officer

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

Enclosures 13

Reviewed by
DMEA OPERATING COMMITTEE
3-1-57
(date)

attach to report
45541

Charlie Blanton Mine D M E A 4541 Mica

Applicants have and will contribute the following equipment for their part:

1 D-8 Caterpiller bulldozer, 2 years old, good condition, present market value -- $10,000

1 Hoist, 4 years old, good condition, capacity 3000 lbs. Ingersoll-Rand, present market value -- $600

1 Gardner-Denver Air-compressor jack-leg and hammer, 1 year old, good condition, present market value -- $2500. (105 Gardner-Denver)

OFFICIAL FILE COPY
D M E A
RECEIVED FEB 25 1957

DATE	INITIALS	CODE
		130
		220
3/4	wra	600

Reviewed by
DMEA OPERATING COMMITTEE
3-1-57
(date)

RECEIVED
FEB 11 1957

Charlie Blanton Mine D M E A 4541 Mica

Applicants have and will contribute the following equipment for their part:

1 D-8 Caterpiller bulldozer, 2 years old, good condition, present market value -- $10,000

1 Hoist, 4 years old, good condition, capacity 3000 lbs. Ingersoll-Rand, present market value -- $600

1 Gardner-Denver Air-compressor jack-leg and hammer, 1 year old, good condition, present market value -- $2500. (105 Gardner-Denver)

EXTRA COPY
D M E A
RECEIVED FEB 25 1957

DATE	INITIALS	CODE
		130 ~~26~~
		220

Reviewed by
DMEA OPERATING COMMITTEE
3-1-57
(date)

RECEIVED
FEB 11 1957

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OFFICIAL FILE COPY
DMEA
RECEIVED FEB 25 1957

DATE	INITIALS	CODE
		130
		220
3/4	wza	600

FIELD EXAMINATION, REGION V

On

DMEA-4541, CHARLIE BLANTON ~~PROSPECT~~ Mine - Mica
Cleveland County, North Carolina

By

S. C. Bergman and E. L. Boudette, Geologists
U. S. Geological Survey

and

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

February 21, 1957

Reviewed by
DMEA OPERATING COMMITTEE
3-1-57
(date)

ON-SITE EXAM

OFFICIAL FILE COPY
DMEA
RECEIVED FEB 25 1957

DATE	INITIALS	CODE

FIELD EXAMINATION REPORT

On

DMEA-4541, CHARLIE BLANTON PROSPECT - Mica

Applicant: The Charlie Blanton Mining Company, Spruce Pine, N. C.
c/o Frank W. Phillips, Lewie Aldridge, Spruce Pine, N. C.
and Fred L. Garland, Shelby, N. C.

Summary

A large, discordant, zoned, mica-rich pegmatite has been excavated by means of a narrow strike-length trench for 39 feet and to a depth of 29 feet. The pegmatite appears to be lenticular in cross-section and to plunge to the southeast. The symmetry of the exposed vertical cross-section in the trench indicates that the pegmatite should have vertical continuity of at least 60 feet and continuity along the plunge axis many times that distance. The examiners highly recommend this prospect for DMEA assistance, because of limited previous work, excellent indicated mineralogy and structural continuity, and the presence of some very good quality strategic muscovite.

Introduction

Location

The pegmatite is situated 1.57 airline miles N. 20° W. of the intersection of State Route 26 and U. S. Highway 74 on the western outskirts of Shelby, Cleveland County, North Carolina. The property is reached by 0.8 miles of gravel road west from Route 26, immediately south of and paralleling the Southern Railway track, thence north 0.45 miles by dirt farm road to the old Charlie Blanton Homestead. The prospect is located 550 feet due north of the house (Shelby, N. C. quadrangle, USGS Ed. 1950, 1:62,500).

Examination

The property was examined on February 7, 1957 over a period of about 1½ hours. The examiners were accompanied by Messrs. Fred Garland, and Frank Phillips. Mr. Phillips is the only partner with mining experience and is presently active in two successful mica operations which have paid in full their DMEA obligations (Sinkhole Mine, DMEA-2379 and Dycus Mine, DMEA-3774).

The excavation is situated near the crest of a wide gentle north-south trending ridge on open crop and pasture land. Except for a narrow N. 80° W. trending trench 39 feet long and 29 feet deep at the southeast end, there are no other improvements, equipment, or supplies at the site. In the midst of generally wet weather, the bottom of the 29 foot deep trench remains perfectly dry. The applicant has submitted to this office a list of equipment he intends to use on the project as well as the age condition and market value of each piece.

Geology

A lenticular, southeast-plunging zoned pegmatite has been exposed along strike for a distance of 39 feet and to a depth of 29 feet. It strikes N. 80° W., dipping vertical to steeply northeast.

The structure is discordantly emplaced in a garnet-sillimanite schist. Float in the adjacent field suggests the presence of quartz-mica gneiss and a fine grained impure quartzite. The schistosity of the enclosing country rock has an attitude of N. 30° W., 20° NE to N. 65° E, 15° SE. Occasional apophyses of pegmatite were observed tapering outward from the pegmatite margins along the planes of schistosity.

An excellent vertical cross-section of pegmatite is exposed in the southeast end of the trench. The plunge and lenticular nature of the structure are well illustrated by the distinct upward tapering of the pegmatite from a thickness of about 9 feet in the bottom of the trench to less than a foot at the surface. The massive quartz core tapers from about 6 feet thick in the bottom of the exposure to a sharp point about 10 feet below the surface (see map). The pegmatite tapers in the horizontal plane at the surface, from

about 5 feet thick at the northwest end of the exposure to less than a foot at the southeast end. The rate of taper in the two planes as well as the orientation of subtle wall structures indicates a plunge of roughly 20° southeast. The downward diverging margins of the well-exposed quartz core in the bottom of the exposure, indicate that a maximum thickness has not been reached at a depth of 29 feet. Because the structure is considered to be a lenticular shaped fracture filling, its projected downward symmetry suggests that pegmatite should be expected to continue to depths of 60 feet or more below the surface in the vertical plane (see map). The opposite margins of the pegmatite appear to be parallel to and elongate in the plunge direction and since this is considered to be a fracture emplacement, the plunge continuity can be expected to be several to many times the dimensions of the long axis of the cross-section.

Pegmatite is composed of a massive, clear to milky quartz core, and 1- to 2-foot thick margins composed of soft weathered sodic plagioclase, muscovite, and fine disseminated quartz. Some of the core quartz has a slight rose tint. There is considerable float and scrap muscovite of strategic size around the margins of the trench as well as a few books observed in place. The muscovite is color-zoned parallel to the crystal margins and varies from a reddish brown to a light green color. It is flat to flat-A and essentially free from mineral stain or intergrowth. Books up to 6 x 8 inches across were found although the residual scrap from previous operations suggest that the average book is about 2 x 4 inches across. A considerable number of small books of muscovite were seen in place in remnants of the pegmatite margins and in the excellent exposure at the southeast end of the trench.

CONCLUSIONS AND RECOMMENDATIONS

An excellent mineralogic and structural environment is exposed in a limited amount of trenching. It is recommended that a trench be bulldozed along strike 150' x 15' x10' deep to expose the southeast strike-length extent of the pegmatite at the surface. On the southeastern most exposure of pegmatite sink 75 feet of 2-compartment shaft, 5 x 7 feet in cross-section and from about the 70-foot level drive 100 feet of 5 x 7 foot drift in the direction of plunge. (See map).

Excavate

1 - Bulldozer trench 150' x 15' x 10' (835 cu yds @ .30/cu yd		$250.00

Construct

1 - Tool house	75.00	
1 - Powder magazine	25.00	
1 - Exploder magazine	15.00	
		115.00

Sink shaft 75 feet - 5 x 7'
Timber where necessary (50 shifts)
Use 1.6'/shift = 47 shifts

Labor

1 - Foreman-Miner @ $1.75/hr.	700.00	658.00
1 - Hoistman @ $1.50/hr.	600.00	564.00
1 - Laborer @ $1.00/hr.	400.00	376.00
	1700.00	1598.00

Equipment

Depreciated over period of 5 years	
Air Compressor, Jackhammer and Jackleg (valued @ $2500.00)	
Depreciation - 2 months	83.50
Hoist (value $600.00)	
Depreciation - 2 months	20.00
1 - water pump - rental @ $40/Mo. 2 months	80.00
	183.50

Supplies

Gasoline and oil	187.50	
Explosives	225.00	
Drill steel	137.25	
Timber	125.25	
Pipe and small tools	75.00	
Social Security	42.50	
Compensation Insurance	170.00	
Miscellaneous	75.00	
	1037.50	
($38.40/ft.) Total estimated Cost of Shaft Sinking		$2921.00
wrong - should be 38.95		2819.00
		use $38.00/ft.

Drifting

Drive 100 feet 5' x 7' drift, timbered where necessary (50 shifts)

use 2.2'/sh. = 46 shifts

Labor

1 - Foreman-Miner @ $1.75/hr.	700.00	644.00
1 - Hoistman @ $1.50/hr.	600.00	552.00
1 - Laborer @ $1.00/hr.	400.00	368.00
	1700.00	1564.00
		1700.00

Equipment

Depreciate over 5 yrs.
Same as for shaft sinking 183.50

Supplies

Gasoline	175.00	
Explosives	300.00	
Drill steel	185.00	
Timber	80.00	
Pipe	50.00	
Social Security	58.00	
Compensation Insurance	227.00	
Miscellaneous	100.00	
	1175.00	
Total drifting		3058.50
		2922.50 use $30/ft.
Total Estimated Cost of Project		$6344.50

S. C. Bergman and E. L. Boudette, Geologists
U. S. Geological Survey

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

Docket Copy
Surname:
Anderson
Hardy
Selfridge
J. Johnson

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

DEC - 3 1956

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

Re: Docket No. DMEA-4541-Mica
Charlie Blanton Mining Company
Charlie Blanton Mine
Cleveland County, North Carolina

Dear Mr. Laurence:

Please review the subject application and arrange for a field examination if you deem it necessary.

Please note that the applicant proposes to furnish its share of the costs by use of equipment owned by it. If a contract is recommended please have the applicant submit to you or this office the list and make of equipment, the capacity, age, condition, present market value and the cost of maintenance of the equipment.

Copies of memoranda dated November 19 and 21, 1956, by Mr. N. E. Nelson, USGS, and Mr. W. F. Dietrich, USBM, respectively, relating to the project are enclosed.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee

Approved:
/s James Boone
Member, Bureau of Mines

Thor H. Kiilsgaard
Member, Geological Survey

Enclosures 4

WCAnderson:gad 11/30/56
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

N.G.S.

Docket Copy
Surname:
Anderson
Houk
Kiilsgaard
Pooks
Selfridge

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

Charlie Blanton Mining Company
C/O Mr. Frank W. Phillips
Spruce Pine, North Carolina

Re: Docket No. DMEA-4541-Mica
Charlie Blanton Mining Company
Charlie Blanton Mine
Cleveland County, North Carolina

Gentlemen:

Your application for assistance in exploring the subject property has been reviewed by the Nonmetallic Minerals Division of the Defense Minerals Exploration Administration and has been referred to Mr. Robert A. Laurence, Executive Officer, DMEA Field Team, Region V, 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 you may give the members of the Field Team during the examination will be appreciated.

Sincerely yours,

Frank E. Johnson (for)

ACTING Administrator

WCAnderson:gad 11/30/56
Copy to: Admr. R. File
Docket
Field Team, Region V
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

RCA

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

A

RECEIVED NOV 23 1956 D.M.E.A.

November 21, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA-4541 (mica)

Applicant: Charlie Blanton Mining Company

Name and Location of Property: Charlie Blanton Mine, Cleveland County, N. C.

Date Application Rec'd. by Br. of Ceramic & Fertilizer Materials: 11/15/56

Comments:

1. From the limited information presented, it is difficult to determine if an exploration program is justified or if the proposed plan would be the best method of exploring this property.

2. Although it would be desirable for the applicant to furnish more complete information, it appears that a visit by an examiner would furnish more useful data.

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.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

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

A

RECEIVED NOV 23 1956 D.M.E.A.

November 19, 1956

Re: DMEA 4541
Charlie Blanton Mining Co.
Charlie Blanton Mine
Cleveland County, North Carolina
$7,015.00 - Mica

Memorandum

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

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

Subject: Review of application.

The applicant requests assistance in exploring a pegmatite on which some work has been done, by bulldozing, shaft work, and crosscutting. Probably drifting is meant.

Nothing is said concerning the pegmatite, as to width, whether mica-bearing etc., etc., although the pegmatite is said to be showing in different places.

Referral of the application to the Field Team is recommended.

N. E. Nelson

N. E. Nelson

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

November 15, 1956

Charlie Blanton Mining Co.
c/o Mr. Frank W. Phillips
Spruce Pine, N. C.

Subject: DMEA-4541

Dear Mr. Phillips

Your application for exploration assistance, dated November 8, 1956 submitted to our office at Knoxville, has been assigned Docket Number DMEA-4541 and referred to the Nonmetallic Minerals Division in the Washington office. Kindly identify all future correspondence relating to your application by this Docket Number.

Sincerely yours,

Allen S. Dakan, Director
Operations Control and
Statistics Division

Copy to:

Region V. Knoxville, Tennessee
Code 600

6416

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

November 13, 1956

RECEIVED NOV 15 1956 D.M.E.A.

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V - Knoxville, Tenn.

Subject: Application from Charlie Blanton Mining Co.
Charlie Blanton Mine, Cleveland County, N.C. (mica)

Enclosed are three copies of the subject application, with one copy of the mining lease and six copies of the Consent to Lien. We are keeping the fourth copy of the application for our files.

The applicants propose to furnish their share of the cost by the use of their equipment, but give no indication of what this equipment is or what it is worth.

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

V. J. Lynch
V. J. LYNCH
MEMBER, BUREAU OF MINES

November 13, 1956

Charlie Blanton Mining Co.
c/o Frank Phillips
Spruce Pine, N.C.

Dear Mr. Phillips:

Your applmation for aid in exploration for strategic mica at the Charlie Blanton Mine in Cleveland County, N.C., has been forwarded to our Washington office in accoardance with established procedure.

We will notify you in advance if a field examination is to be made.

Very truly yours,

Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION V

RAL/zm
cc
Opr. Com.-3
Lynch
Shirley
Files

V. J. LYNCH
MEMBER, BUREAU OF MINES

RECEIVED
NOV 15 1956

November 13, 1956

Charlie Blanton Mining Co.
c/o Frank Phillips
Spruce Pine, N.C.

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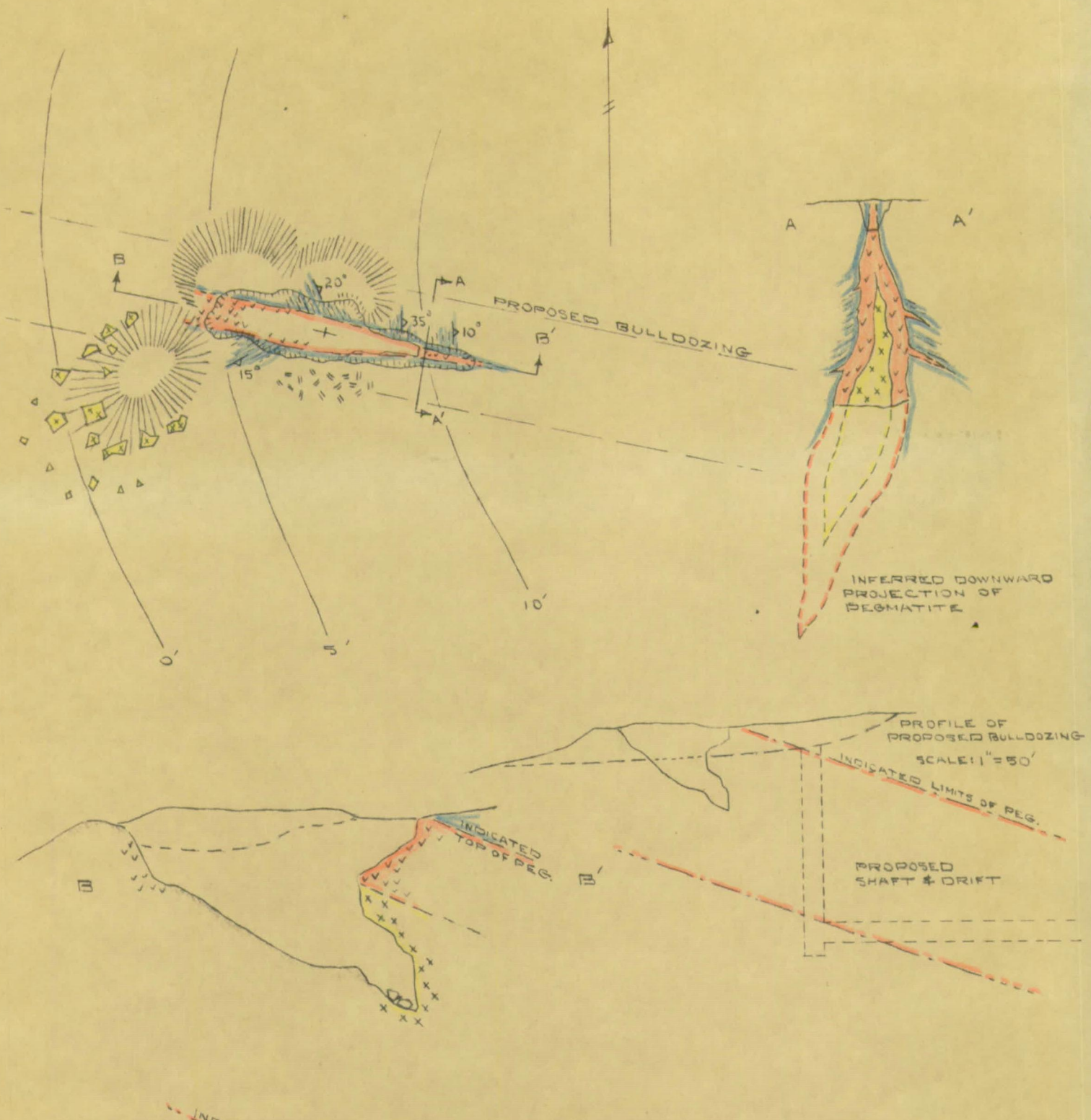
Very truly yours,

Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION W

RAL/zm
cc
Opr. Com.-3
Lynch
Shirley
Files

V. J. LYNCH
MEMBER, BUREAU OF MINES



CHARLIE BLANTON MINE

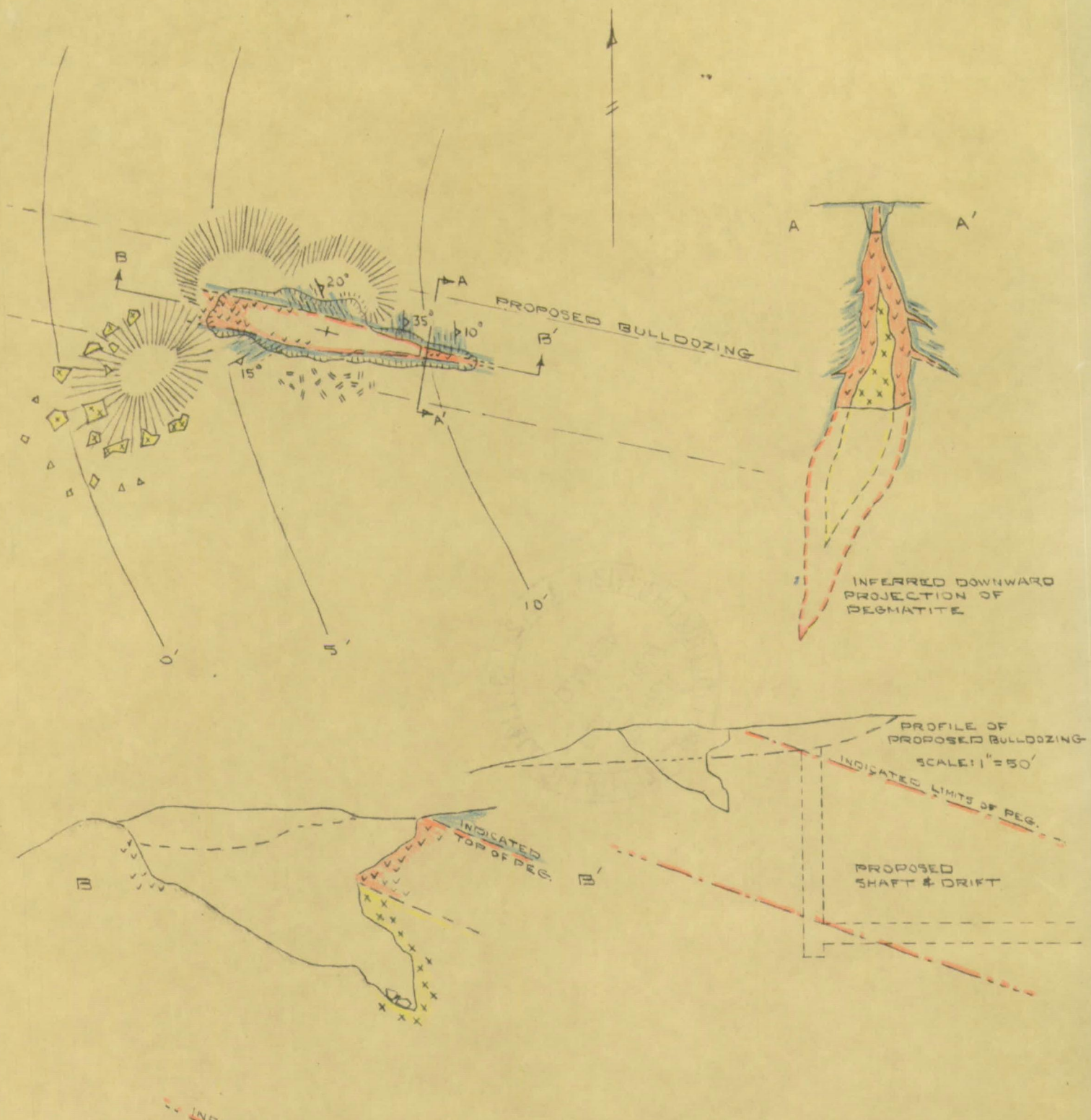
CLEVELAND COUNTY, N.C.

DMEA-4541 (MICA)

SCALE: 1" = 20'

SCB 2/57

RECEIVED
FEB 25 1957
D.M.E.A.



CHARLIE BLANTON MINE

CLEVELAND COUNTY, N.C.

DMEA-4541 (MICA)

SCALE: 1" = 20'

LEGEND

- PLAGIOCLASE-MUSCOVITE
- MASSIVE QUARTZ CORE
- SILLIMANITE SCHIST
- TRENCH
- DUMP
- RESIDUAL SCRAP MUSCOVITE

SCB 2/57

OFFICIAL FILE COPY
D M E A
RECEIVED MAY 20 1957

DATE	INITIALS	CODE

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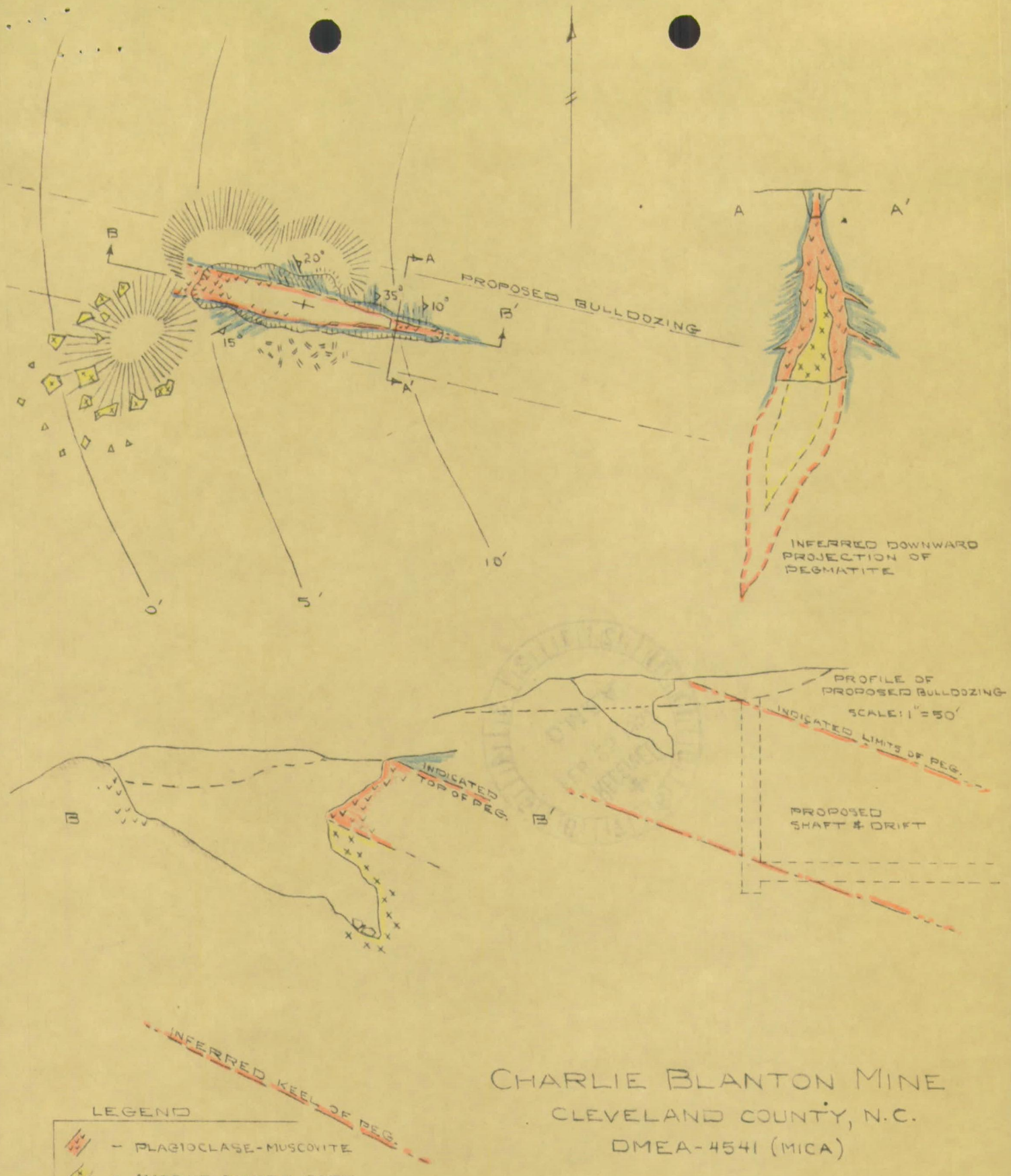
FEB 25 1957
D.M.E.A



CHARLIE BLANTON MINE

CLEVELAND COUNTY, N.C.

DMEA-4541 (MICA)

SCALE: 1" = 20'

LEGEND

- PLAGIOCLASE-MUSCOVITE
- MASSIVE QUARTZ CORE
- SILLIMANITE SCHIST
- TRENCH
- DUMP
- RESIDUAL SCRAP MUSCOVITE

SCB 2/57

RECEIVED
FEB 25 1957
D.M.E.A.