DMEA Form 9

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

OFFICIAL DOCKET FILE **1075** DMEA NO._____

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(Withdrawn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

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

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

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

RECEIVED
NOV 30 1956
D.M.E.A.

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Cleveland, State of North Carolina, described as follows: 2/ A 36 Acres lying 1 1/2 East of Polkville on the Oak Grove Church Rd. the Weldon Floyd Farm Als knowing as the Alf Crowder Place,

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

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

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

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

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

— None

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

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

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

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

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

Dated this 24 day of November, 1956.

W. Schlom Filing Co.	[Seal]	Greendale Ph. 1	[Address]
_____	[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.

_____

[Corporate Seal]

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

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

RECEIVED NOV 30 1956 D.M.E.A.

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

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

Dated this 24 day of November, 1956.

William Fleming	[Seal]	Lawndale Rt. 1	[Address]
_____	[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.

_____

[Corporate Seal]

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

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

RECEIVED NOV 30 1956 D.M.E.A.

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Cleveland, State of North Carolina, described as follows: 2/ A 36 thirty six acres lying 1½ Miles East of Polkville on the Oak Grove Church Rd. the Weldon Floyd Farm Also knowing as the Old Crowder Place, which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

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

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

Dated this 24 day of November, 1956

William G. Engel [Seal] Lovingdale Route 1 [Address]

_____ [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.

_____

[Corporate Seal]

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

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

RECEIVED NOV 30 1956 D.M.E.A.

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Dated this 24 day of November, 1956

[illegible]	[Seal]	Lawndale Route 1	[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

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[Corporate Seal]

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

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA-
Contract No. Idm-E
Contract Date 7/18/

RECEIVED NOV. 30 1956 D.M.E.A.

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Dated this 24 day of November, 1956.

William F. Cagle	[Seal]	Lawndale Rd 1	[Address]
	[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.

_____

[Corporate Seal]

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

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

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

Dated this 24 day of November, 1956.

W Sheldon Keough [Seal] Lawndale Route 1 [Address]

_____ [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.

_____

[Corporate Seal]

STATE OF NORTH CAROLINA

COUNTY OF CLEVELAND

THIS LEASE made and entered into this 7th day of November, 1956, by and between Weldon Floyd and his wife, Maise Floyd of Cleveland County, North Carolina, hereinafter called the Lessors, and Bert Schmitt of Rutherfordton, North Carolina, hereinafter called the Lessee.

RECEIVED NOV 30 1956

WITNESSETH:

That subject to the terms and conditions hereinafter set forth, the lessors have let and leased and do by these presents grant and lease unto the said lessee the exclusive right and privilege to mine, dig, mill and process and remove all mica and other minerals now in, under or upon those certain tracts of land lying in Cleveland County, North Carolina and described as follows:

36 acres of land situated approximately 1 1/4 miles east of Polkville on the Oak Grove Church road.

The terms and conditions of this lease are as follows:

Unless sooner terminated as herein provided or by mutual agreement of the parties, this lease shall begin on the date hereof and exist and continue until the 10th day of January, 1958. Nov 7, 56

As rental, the lessee shall pay to the lessors as royalty a sum equal to one-eighth of the amount of gross sales, for all mica and other minerals removed and sold from said lands, which said royalty shall be payable monthly on or before the 5th day of each calendar month for all mica and other minerals sold during the preceding month, and for which the returns and payments have been received by the lessee.

The lessee shall keep a record of all mica and other minerals sold from said lands, which records shall be open for inspection to the lessors at all reasonable business hours, and said lessee shall furnish to the lessors a ticket or duplicate statement of all sales upon making settlement for the royalties due thereon.

So long as this lease remains in force, the lessees shall, in connection therewith, have and enjoy the following rights and privileges:

a. The right to use the surface of said lands to such extent as is reasonably convenient or necessary in mining and removing said mica and other minerals.

b. The right to construct and place upon said lands buildings and machinery and to remove the same at any time and for sixty, (60), days after the termination of this lease.

c. The right to use any roads now in use upon said lands or any such additional roads as may be necessary to ggive the lessees ingress and egress for the removal of said mica, together with the right to any water flowing on or under said lands, together with the right to remove any timber that may interfere with mining operations and to use any of such timber as may be necessary to remove for mining purposes.

It is further agreed that the lessees shall pay to the lessors any damage caused to growing crops on said lands by reason of said mining operations.

It is further mutually agreed that should the lessees neglect or refuse to pay the royalties as herein provided for a period of thirty, (30), days after they become due and payable under the terms hereof, or should the lessees cease to work and mine upon said lands for a period of six, (6), months, then in either event, this lease shall terminate and become null and void.

It is further mutually agreed that the lessees may, at their option, elect to renew this lease upon the same terms and conditions for an additional period of two, (2), years from the expiration hereof, and the lessors hereby agreed that upon ten, (10), days notice before the expiration hereof by lessees of their intention to renew the same, to execute and deliver to the said lessees a renewal hereof for said additional term of two, (2), years.

It is hereby mutually agreed between the lessors and the lessees that the right is reserved to effect a substitution of this lease, by a new lease, if necessary.

IN WITNESS WHEREOF, the said Lessors and Lessee have hereunto set their hands and seals, the day and year above written.

Weldon Floyd (SEAL)
Lessor

Macie Floyd (SEAL)
Lessor

Burt B. Schmitt (SEAL)
Lessee

NORTH CAROLINA

CLEVELAND COUNTY

I, _____, a Notary Public in said State and County, hereby certify that on this day personally came before me Weldon Floyd and his wife, Maise Floyd, who acknowledged the due execution of the foregoing and attached mining lease for the purpose and intent therein expressed, and for none othere.

Witness my hand and notarial seal, this the 24 day of Nov, 1956.

_____
Notary Public

My commission expires:
4/12/58

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED NOV 30 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. 4556
Metal or Mineral Mica
Date Received 11-30-56
Estimated Cost $6,326.82
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: Bert B. Schmitt, Box 105, Rutherfordton, North Carolina. Residence - Ruth, North Carolina

(*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 I have legal lease on thirty-six (36) acres with the right to explore, prospect, mine and remove mica and other minerals.

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

(*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.

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16—66551-1

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 5 days and be completed within 3½ months from the date of an exploration project contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Money ☒ Use of equipment owned by you ☐ Other

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated November 24, 1956

Bert B. Schmitt (Applicant)

By

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

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

4. Physical description - (a) Accessiblity of mine for examination are good. Lies about four hundred yards South of hard surface road. Property known as Weldon Floyd on Oak Grove Church road. This road runs east of Number 10 highway at Polkville about one and one-half miles East of Polkville. Also known as the old Crowder Place.

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(b) Took mica out years ago in another place about four hundred yards from this prospect on same property.

(c) Geologic features of prospect consist of a muscovite bearing pigmatites bearing good grade of rum mica. Opening dug fifty years ago to about 12 to 14 feet. Geologic features indicate this place could be declared a mica mine with some help. I would therefore be willing to explore to my best ability.

(e) Township of Polkville one and one-half miles . I employed two good miners and more can be had at Polkville. Material and supplies would come from Shelby, fifteen miles. Electric power about four hundred yards.

(d) Accessiblity of prospect for moving and setting up equipment good. Lies South about 150 yards from owners drive and about 400 yards south of hard surface road. Shipping would be Spruce Pines about fifty miles. Owners residence 200 yards or better from prospect.

5. The exploration project: (d) Experience in operating. Worked the Adurgis gold mines in Mexico. Mined in North Carolina since 1939. Prospecting and mining for Mill and Mines Company of New York. Worked twenty-eight men back in 1941. Started to mine mica in 1942. Mined only in accordance with North Carolina State mining laws. Also gave first aid training in mining.

6. Estimate of Costs - (a) Contract to REAF or Duke Power Company for power lines about four hundred yards to prospect, for light and pumps. No other contracts.
One estimate ----------$230.00
All other mining and work done by self and two employees.

(b) Cost of purposed project , sinking 5x7 shaft to depth of 60 feet, including manway, ladderway, ten foot sections and platforms timbered upright two inch lagging set on 4x4 ringers every five feet and wedged. One inch rough oak boards for slipway and work shaft compartment. Labor and material for shaft and 5x7 drift seventy (70) feet, 35 feet in two different directions, COST----------3,098.00
Estimate 760 feet of drilling at $1.30 per foot, includes furnishing 2J55 jack hammerss, six drill steels carboloid tips, 310 compressor, air hose, gas and oil, TOTAL---------- 988.00

(c) Items such as boots, rubber coats, safety helmets, shovels, picks and elctrict pumps, electric power for total job, Estimated---------- 112.00
Fuel oil for crane, 420 gallon would be consumed, for complete job, COST- 76.32
Oil and grease ---------- 13.50
Crane operator and top man, $10.00 per eight hour day---------- 700.00
Six cases of dynamite and caps---------- 104.00

(d) Operating equipment to be used - 310 Ingersolerand compressor, 2J55 jack hammers, drill steels, air spade, 250 ft. air hose, one 4x8 air receiver and fittings, one 3/4 yard Lorain crane, one 1 yard self-dumping bucket, one Ingersolerand buster, blasting machine and wife, one 1½ ton Chevrolet truck for hauling timber and supplies.

(e) Equipment all in good shape, moving charge from Ruth, N.C. to prospect---- 75.00
No repairs needed on equipment.

(f) Prepare surface, level off for setting up. Also two small storage places for caps and one for dynamite built to specifications ---------- 90.00

(g) I will be responsible for all repairs on equipment, insurance and payroll tax included.

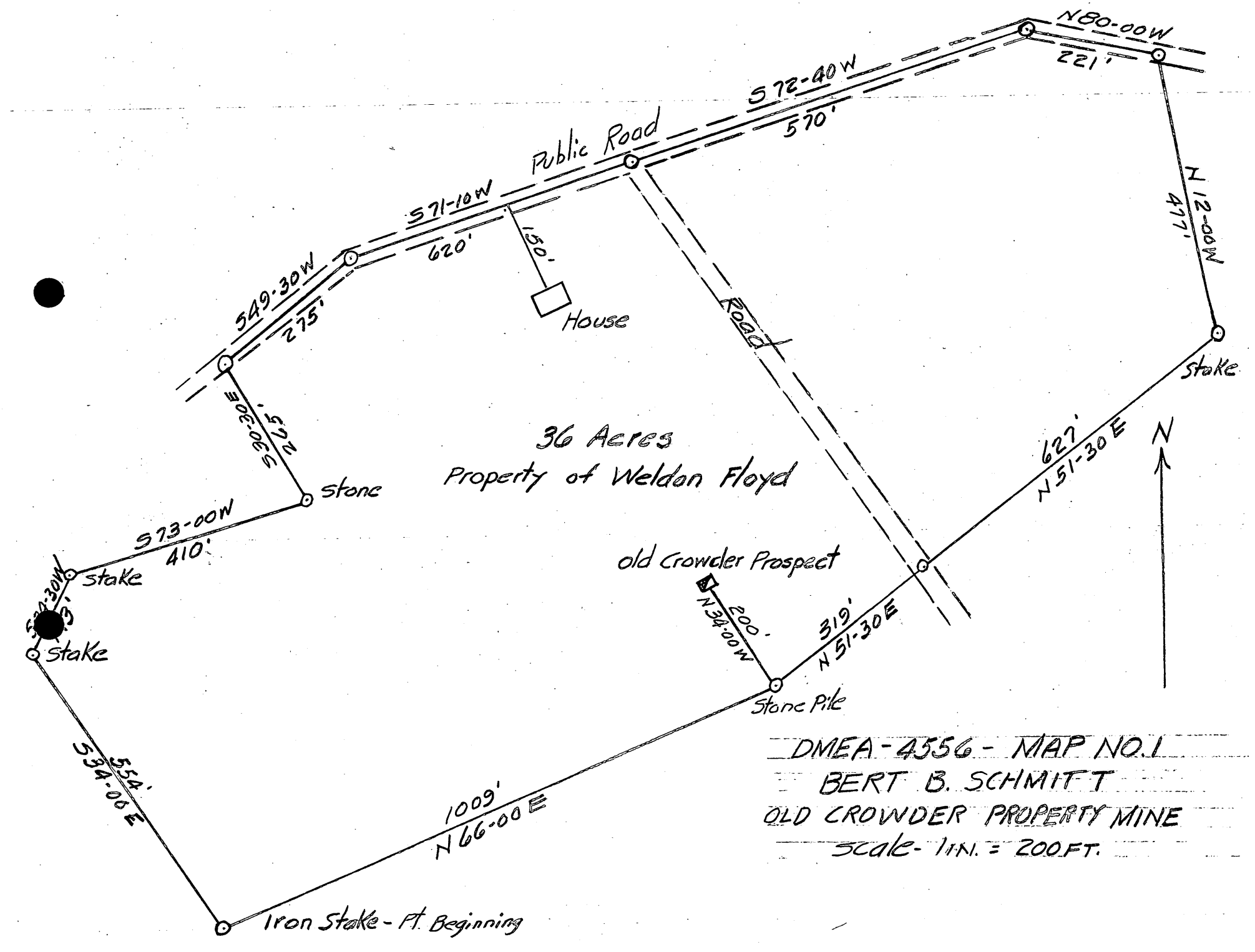
(h) *Contingencies* - willing to cooperate in any unforeseen happenings.

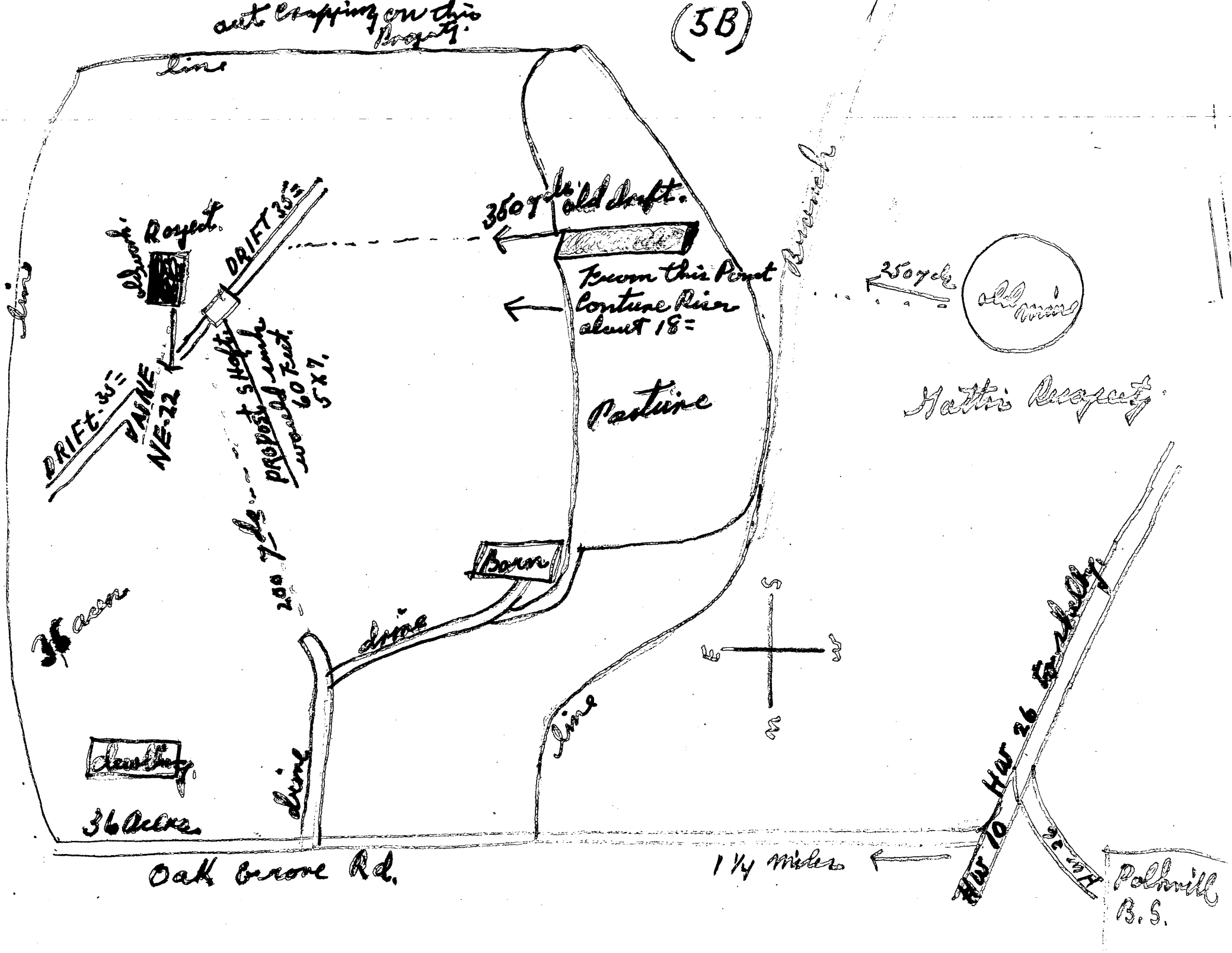
7. (a & b) Would furnish all equipment and be responsible for all repairs on same at my expense at $12.00 per shift or day, which should cost around $150.00 per shift if rented ---------- 840.00
TOTAL COST ----6,326.82

If this is satisfactory kindly let me hear from you. I remain,

Sincerely,
Bert B Schmitt.

P.O. Box 105. Rutherfordton NC.
or Ruth NC


N80-00W
221'
S72-40W
570'
Public Road
S71-10W
620'
150'
House
S49-30W
275'
Road
N12-00W
477'
Stake
S30-30E
275'
stone
36 Acres
Property of Weldon Floyd
627'
N51-30E
N
S73-00W
410'
Stake
old Crowder Prospect
N34-00W
200'
319'
N51-30E
Stake
Stone Pile
534'
S34-00E
1009'
N66-00E
Iron Stake - Pt. Beginning
DMEA-4556 - MAP NO.1
BERT B. SCHMITT
OLD CROWDER PROPERTY MINE
Scale- 1 IN. = 200 FT.


(5B)
out cropping on this property.
line
Adjoining Royest.
DRIFT 35'=
DRIFT. 35'=
VEIN NE-22
PROPOSED SHAFT would sink 60 feet. 5x7.
350 ft. to old shaft.
From this Point Contour Rise about 18=
Pasture
Barn
drive
drive
drive
line
200 ft.
36 acres
dwelling
36 Acres
Oak Grove Rd.
1 1/4 miles
Hwy 10
Hwy 26 to Ashley
Hwy 26
Polkville B.S.
250 ft.
old mine
Hattie Royest
Branch
line
S
E
W
N

U. S. Government Messenger Envelope

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

1. Use blocks consecutively,
2. Void previous block.
3. Write clearly.

NAME OR TITLE OF PERSON, DEPARTMENT, ADDRESS, AND ROOM		NAME OR TITLE OF PERSON, DEPARTMENT, ADDRESS,
Mr. W. M. Chamberlain Dept. of the Interior Rm 4454	RUN STOP 43	
	RUN STOP	
	RUN STOP	
	RUN STOP	
	RUN STOP	
	RUN STOP	
	RUN STOP	
	RUN STOP	
	RUN STOP	
	RUN STOP	

Send surplus envelopes to supply room for reissue.

Use other side

Use RUN and STOP only when messenger service between Government buildings in Washington is re
Your mail room has RUN and STOP information.

10

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
6/21	Anderson	600
6/21	Houk	600
6/24	C	220
6/24	B	215
		225

June 21, 1957

Memorandum

To: Mr. Allen S. Dakan
Operations Control and Statistics Division

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

Subject: Withdrawal of application - Docket No. DMEA-4556-Mica
Bert B. Schmitt
Old Crowder Mine
Cleveland County, North Carolina

The applicant does not wish to execute the subject exploration project. Please withdraw the application.

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

WCAnderson:rsi 6/21/57
Copy to: Admr. R. File
Mr. Houk

8623

Government's 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*
4556	Mica	1075	Cleveland	North Carolina

It is agreed 5 APR 1957, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Bert B. Schmitt

whose mailing address is Box 105, Rutherfordton, 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 JUN 15 1957, and, subject to the provisions of Article 7 and Exhibit A, shall complete the work within 7 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 $5,420.00. The Government will contribute 75 percent of the fixed unit cost of the work performed, not exceeding $4,065.00, 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: Interests of landowners

(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 lessors

(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, drillhole 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

BERT B. SCHMITT
(Operator)

By C O Mittendorf
Administrator, Defense Minerals
Exploration Administration

By .....

.....

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
BERT B. SCHMITT
DOCKET NO. DMEA-4556

ANNEX I

The land referred to in Article 2 of the contract is known as the Old Crowder Property Mine, and is held by the Operator under a lease dated November 7, 1956, from Weldon Floyd and his wife Macie Floyd. This property is located 1.2 airline miles N 56° E of Polkville, Cleveland County, North Carolina, and lies about 1,000 feet S 58° W of Oak Grove Church and about 500 feet southeast of the paved Polkville road. Map No. 1 attached hereto shows the metes and bounds of the property lines, as follows:

> Beginning at an iron stake, thence N 66-00 E 1,009 feet to a stone pile, thence N 51-30 E 319 feet to center of road, thence N 51-30 E 627 feet to a stake, thence N 12-00 W 477 feet to center of public road, thence along road N 80-00 W 221 feet, thence S 72-40 W 570 feet to intersection of roads, thence S 71-10 W 620 feet, thence S 49-30 W 275 feet, thence S 30-30 E 265 feet to a stone, thence S 73-00 W 410 feet to a stake, thence S 24-30 W 143 feet to a stake, thence S 34-00 E 554 feet to the point of Beginning.

The Operator's lease extends for a term ending January 10, 1958, and is renewable for a two-year period.

EXPLORATION PROJECT CONTRACT
BERT B. SCHMITT
DOCKET NO. DMEA-4556

EXHIBIT A

Description of the Work

Exploration for concentrations of strategic mica shall be performed in the area indicated on the attached Map No. 2 entitled "Old Crowder Property, Cleveland County, N. C. DMEA-4556 (Mica)." The work is divided into two stages, as hereinafter described. The Operator shall complete Stage I, and shall perform as much of the work under Stage II as the Government approves in writing.

Stage I

Excavate a trench along the projected strike to properly expose the contacts of the pegmatite. The dimensions of the trench shall be 100 feet long by 15 feet wide by 5 feet deep, or not more than 280 cubic yards of excavation.

Stage II

1. 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 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 doors shall be equipped with the equivalent of a 5-tumbler jarproof lock.

2. From the bottom of the trench, at a location to be approved by the Government, sink a 2-compartment shaft for a distance not to exceed 60 feet.

3. Explore the pegmatite by driving, from or near the bottom of the shaft, not more than 80 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. All work shall be performed on the pegmatite or in as close proximity thereto as possible.

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

Fixed Unit Costs

Stage I

Excavate trench, 280 cubic yards @ $0.30/cu. yd.	$ 84.00

Stage II

1.	Construct - Toolhouse 1/	76.00
	Powder magazine 1/	25.00
	Exploder magazine 1/	15.00
2.	Sink shaft, 60 feet @ $43.00/ft.	2,580.00
3.	Drift and/or crosscut, 80 feet @ $33.00/ft.	2,640.00

Estimated Total Cost of Project	$5,420.00
Government Participation @ 75%	$4,065.00

1/ The completed work constitutes the unit.

EXPLORATION PROJECT CONTRACT
BERT B. SCHMITT
DOCKET NO. DMEA-4556

ANNEX I

The land referred to in Article 2 of the contract is known as the Old Crowder Property Mine, and is held by the Operator under a lease dated November 7, 1956, from Weldon Floyd and his wife Macie Floyd. This property is located 1.2 airline miles N 56° E of Polkville, Cleveland County, North Carolina, and lies about 1,000 feet S 58° W of Oak Grove Church and about 500 feet southeast of the paved Polkville road. Map No. 1 attached hereto shows the metes and bounds of the property lines, as follows:

> Beginning at an iron stake, thence N 66-00 E 1,009 feet to a stone pile, thence N 51-30 E 319 feet to center of road, thence N 51-30 E 627 feet to a stake, thence N 12-00 W 477 feet to center of public road, thence along road N 80-00 W 221 feet, thence S 72-40 W 570 feet to intersection of roads, thence S 71-10 W 620 feet, thence S 49-30 W 275 feet, thence S 30-30 E 265 feet to a stone, thence S 73-00 W 410 feet to a stake, thence S 24-30 W 143 feet to a stake, thence S 34-00 E 554 feet to the point of Beginning.

The Operator's lease extends for a term ending January 10, 1958, and is renewable for a two-year period.

EXPLORATION PROJECT CONTRACT
BERT B. SCHMITT
DOCKET NO. DMEA-4556

EXHIBIT A

Description of the Work

Exploration for concentrations of strategic mica shall be performed in the area indicated on the attached Map No. 2 entitled "Old Crowder Property, Cleveland County, N. C. DMEA-4556 (Mica)." The work is divided into two stages, as hereinafter described. The Operator shall complete Stage I, and shall perform as much of the work under Stage II as the Government approves in writing.

Stage I

Excavate a trench along the projected strike to properly expose the contacts of the pegmatite. The dimensions of the trench shall be 100 feet long by 15 feet wide by 5 feet deep, or not more than 280 cubic yards of excavation.

Stage II

1. 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 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 doors shall be equipped with the equivalent of a 5-tumbler jarproof lock.

2. From the bottom of the trench, at a location to be approved by the Government, sink a 2-compartment shaft for a distance not to exceed 60 feet.

3. Explore the pegmatite by driving, from or near the bottom of the shaft, not more than 80 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. All work shall be performed on the pegmatite or in as close proximity thereto as possible.

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

Fixed Unit Costs

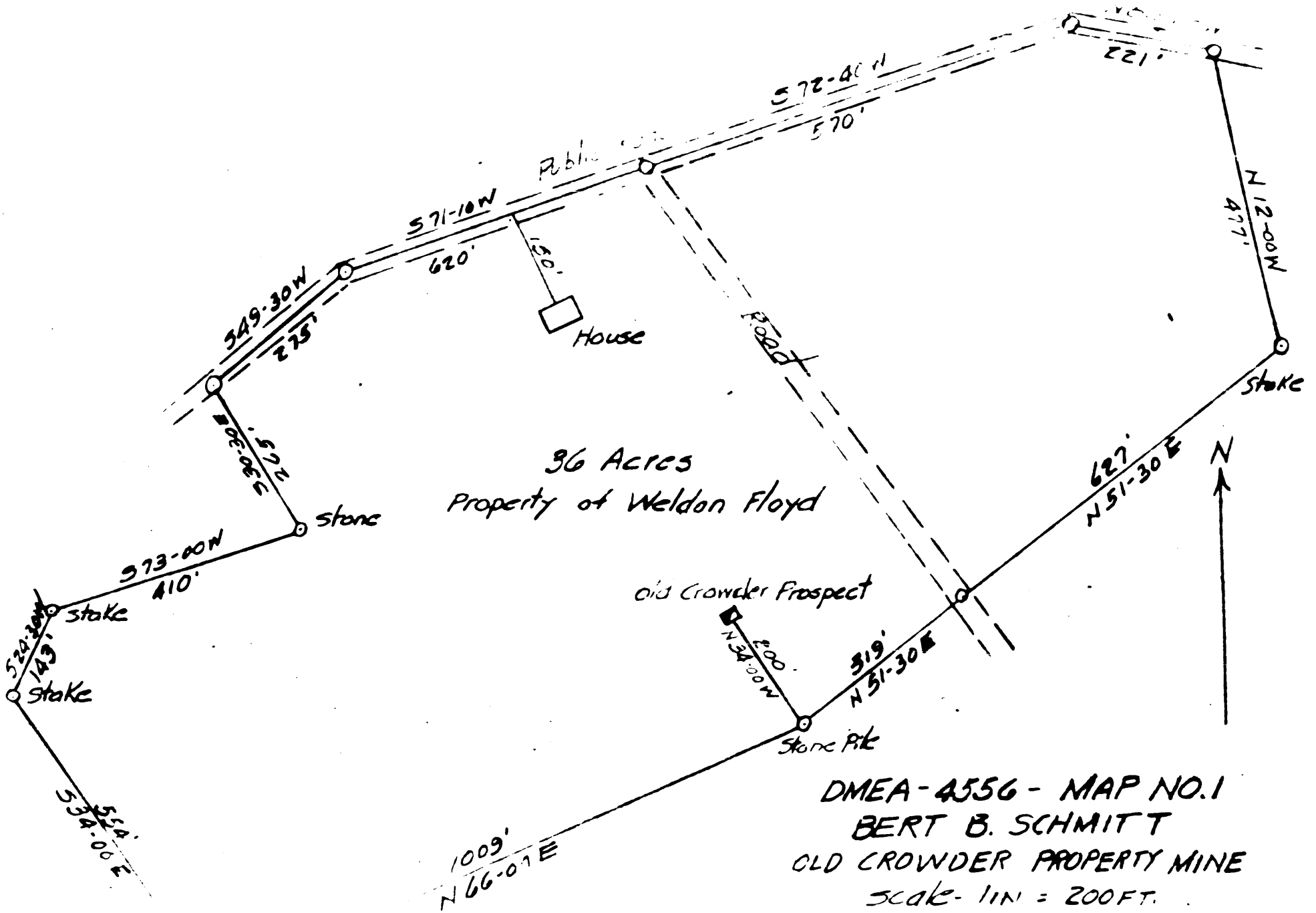
Stage I

Excavate trench, 280 cubic yards @ $0.30/cu. yd.	$ 84.00

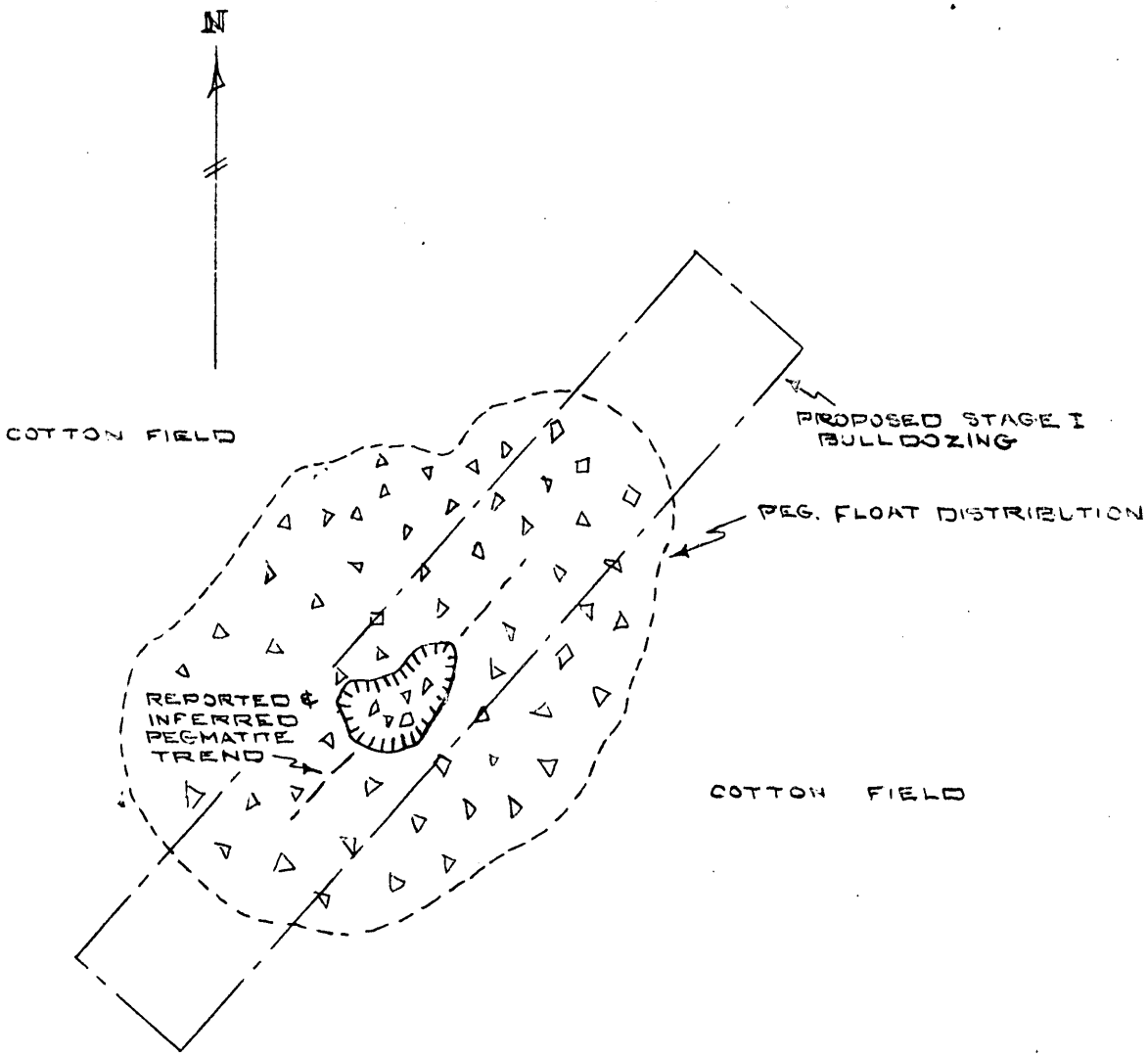
Stage II

1.	Construct - Toolhouse 1/	76.00
	Powder magazine 1/	25.00
	Exploder magazine 1/	15.00
2.	Sink shaft, 60 feet @ $43.00/ft.	2,580.00
3.	Drift and/or crosscut, 80 feet @ $33.00/ft.	2,640.00
	Estimated Total Cost of Project	$5,420.00
	Government Participation @ 75%	$4,065.00

1/ The completed work constitutes the unit.



DMEA-4556 - MAP NO.1
BERT B. SCHMITT
OLD CROWDER PROPERTY MINE
Scale- 1IN = 200FT.



LEGEND

- PEGMATITE FLOAT
- FLOAT LIMITS
- EXCAVATION

OLD CROWDER PROPERTY

CLEVELAND COUNTY, N.C.

DMEA - 4556

(MICA)

SCALE: 1" = 20'

MAP No. 2

SCB 1/56

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

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator Bert B. Schmitt
Docket No. DMEA- 4556
Contract No. Idm-E 1075
Contract Date 5 APR 1957

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/

Thirty-six acres of land described by metes and bounds in Book No. 6-K at page 459 in the official records of Cleveland County, and also described by metes and bounds on Map No. 1 attached to the Exploration Contract referred to below, said descriptions being incorporated herein by reference.

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

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

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

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

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

None

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

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

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

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

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

Dated this 25 day of April, 1957.

Weldon Floyd Weldon Floyd	[Seal]		[Address]
Macie Floyd Macie Floyd	[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.

_____ [Corporate Seal]

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROWAN BUILDING
KNOXVILLE 2, TENN.

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 17 1957

DATE	INITIALS	CODE
6/17	C	220
6/17	[illegible]	600

June 13, 1957

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: DMEA-4556-mica. Bert B. Schmitt, Rutherfordton, N.C.
Old Crowder Mine, Cleveland County, N. C.

Enclosed are the original and four copies of the subject contract, returned unsigned by the Applicant, and copies of his letter. Mr. Schmitt did not return the Operator's Copy, and we are writing to him today asking for it.

It seems surprising that he rejects the Contract because of only $84 worth of bulldozing, but under the circumstances withdrawal of the application appears to be the best course. The target is not sufficiently well defined to start a shaft without some preliminary bulldozer work.

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

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

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

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 17 1957
DATE | INITIALS | CODE

June 13, 1957

Mr. Bert Schmitt
P.O. Box 105
Rutherfordton, N.C.

Re: DMEA-4500-mica
Old Crowder Mine
Cleveland County, N.C.

Dear Mr. Schmitt:

This will acknowledge receipt of your letter of June 11, returning the original and four copies of the proposed contract unsigned. I regret that you did not agree with the two-stage proposal for exploration, which is a standard procedure for projects of this type where the available information is insufficient to adequately locate the shaft.

You did not return the Operator's Copy of the proposed contract. Since you did not sign the contract, that copy should also be returned to me.

Sincerely yours,

Robert A. Laurence
Executive Officer, DMEA
Region V

RAL/zm
cc
Opr. Com.-2
Lynch
Shifley
Files

June 11,1957

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 17 1957

Mr. Robert A. Lawrence
Executive Officer, DMEA
Room 13 Post Office Building
Knoxville 2, Tennessee

Dear Mr. Lawrence:

I am returing the contract on the old Crowder property.

At a later date, I will attempt to mine this property the way it should be tested and mined. I agree with the property owner to sink shaft on old workings, but not cut a 100 x 15 x 5 trench to see where to sink shaft this is uncalled for.

I appreciate all you have done for me on this matter.

Sincerely yours,

Bert Schmitt

Bert Schmitt

RECEIVED
JUN 13 1957

Operating Committee

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 10 1957
DATE | INITIAL | CODE
6/10 | C | 220
6/11 | Hank | 600

June 6, 1957

Mr. Bert B. Schmitt
P.O. Box 105
Rutherfordton, N. C.

Re: Proposed Contract
DMEA-4556 - Mica
Old Crowder Mine
Cleveland County, N.C.

Dear Mr. Schmitt:

On April 30, I sent you six copies of a proposed contract for your signature. I have not yet received the signed contracts from you.

If the contract is not acceptable in its present form, please return all copies unsigned with proposed changes for our consideration. If it is acceptable, please sign and return all copies except the Operator's Copy.

If you still plan to execute the contract, please let me know approximately when you will begin work.

Very truly yours,

Robert A. Laurence
Executive Officer, DMEA
Region V

RAL/zm
cc
LynchCom.-2
Files

May 22, 1957

Telephone conversation

Robert A. Laurence, Knoxville, Tennessee

Washington Office: Mr. L. G. Houk
Mr. W. C. Anderson

Docket No. DMEA-4556-Mica
Bert B. Schmitt
Old Crowder Property
Cleveland County, N. C.

The contract and new Consents to Lien have been forwarded to the applicant for signature but have not been received back in the Knoxville Office.

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

OFFICIAL FILE COPY
DMEA
RECEIVED APR 10 1957

DATE	INITIALS	CODE
4-10	C	220
4-12	WA	600

April 8, 1957

Mr. Bert B. Schmitt
P. O. Box 105
Rutherfordton, North Carolina

Re: Docket No. DMEA-4556
Bert B. Schmitt
Old Crowder Property
Cleveland County, N. C.

Dear Mr. Schmitt:

We have received from our Washington office the proposed contract for exploration of the Old Crowder Mine. Before we can forward the contract to you for your signature it will be necessary to have all seven copies of the enclosed Consent to Lien and Subordination Agreement (Form MF-205) signed by the land owners, Welden Floyd and Macie Floyd and returned to this office. Also show the addresses of the land owners and the date the forms were signed.

When the signed copies of Consent to Lien have been received, the contract will be forwarded to you for your signature.

Very truly yours,

Robert A. Laurence
Executive Officer, DMEA
Region V

RAL/as
cc
Opr. Com. 2
Lynch
Shirley
Files

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
4/3	Anderson	600
4/3	Houk	600
4-4	Chapman	800
4/5	Selfridge	130
"	Johnson	110
"	Fruchtendorf	100
4/8	C	220
		600

600

APR 5 - 1957

B

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

Re: Docket No. DMEA-4556-Mica
Bert B. Schmitt
Old Crowder Property 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), Exhibit A (2 pages), and two maps. Also enclosed are two extra copies of Annex I, Exhibit A, and the maps for Field Team use. There are also enclosed prepared Consent to Lien and Subordination Agreement forms for signature of both lessors, to be attached to the contract prior to execution thereof.

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 two maps are to be returned to this office, together with the proposed changes for consideration.

Copies of memoranda dated February 20 and 21, 1957, by Mr. W. F. Dietrich, USBM, and Mr. N. E. Nelson, USGS, respectively, relating to the project are enclosed.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (DB)

Approved:

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

Thor H. Kiilsgaard (DB)
Member, Geological Survey

Enclosures 19

WCAnderson:gad 4/3/57
Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

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

APR 2 1957

Memorandum

To: Administrator, DMEA
Attention: Chief, Nonmetallic Minerals Division

From: Associate Solicitor, Division of Mineral Resources

Subject: Docket No. DMEA-4556 (Mica)
Bert B. Schmitt
Old Crowder Property Mine
Cleveland County, North Carolina

As requested in Mr. Houk's reference slip dated March 27, we have prepared the attached contract.

The Consent to Lien form in the docket is unacceptable, and we have prepared the attached form for signature of both lessors and attachment to the contract prior to execution thereof.

Robert P. Dwyer

Attachments

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

APR 2 1957

Memorandum

To: Administrator, DMEA
Attention: Chief, Nonmetallic Minerals Division

From: Associate Solicitor, Division of Mineral Resources

Subject: Docket No. DMEA-4556 (Mica)
Bert B. Schmitt
Old Crowder Property Mine
Cleveland County, North Carolina

As requested in Mr. Houk's reference slip dated March 27, we have prepared the attached contract.

The Consent to Lien form in the docket is unacceptable, and we have prepared the attached form for signature of both lessors and attachment to the contract prior to execution thereof.

Robert P. Dwyer

Attachments

Mr. Houk:

The Operating Committee disagrees on this one. They feel that we should either deny or make a contract since we have made contracts on less evidence.

Inasmuch as Stage I would cost less then $100.00 it would seem to me that we should be willing to gamble this small amount for a look and to obtain more evidence for a Stage II.

FEJohnson
3-25-57

Contract drafted 3-27-57.

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
3/22	Anderson	600
3/22	Houk	600
		130
		110
		100
		220

600

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

Re: Docket No. DMEA-4556-Mica
Bert B. Schmitt
Old Crowder Property Mine
Cleveland County, North Carolina

Dear Mr. Laurence:

Reference is made to the Field Examination Report of February 12, 1957, recommending an exploration project at the subject property.

Because of the meager information contained in the report we are reluctant to write a contract. We would be much more favorable to proposed projects like this one, if the applicant would expose the pegmatite for a more thorough examination and evaluation. It is our observation that too many of these two-stage programs result in only the bulldozing work being done.

We would appreciate very much if the examiners, in cases like this, insist that the applicants expose enough pegmatite to ascertain its character and attitude. Please comment on our analysis of this proposed exploration project.

Sincerely yours,

Chairman, Operating Committee

Approved:

Member, Bureau of Mines

Member, Geological Survey

WCAnderson:gad 3/22/57
Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

Not Recd

8623

Dear Mr Hook

In reference to your letter feb 19.
about Docket No Dmea 4556. Bert Schmitt
and. old Crowder, Property.
this description or in records, Book, No 6-K.
Page. 459. should. cover your needs. on
this Property.
If any further Info is needed, kindly
let me. here from you.

Sincerely Yours.
Bert Schmitt
Box 105 Rutherfordton N.C.

OFFICIAL-COPY

[redacted]
DMEA
RECEIVED MAR 11 1957

DATE	INITIALS	CODE
3/11	C	220
3/21	WCA	600

200
N 30 W
Road

IN REPLY REFER TO:

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

February 21, 1957
Re: DMEA 4556
Bert C. Schmitt
Old Crowder Property
Cleveland County, North Carolina
Applicant's Estimate $6,326.82
Recommended Estimate $5,816.00 - 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 concerning which little information was given and of which there is now no exposure. Work has been done of which there are good indications and scattered quartz and mica on the dump suggest a zoned mica-bearing pegmatite is present.

The examiners and Field Team recommend a 2-stage work program, consisting of:-

Stage I	Bulldozing	$ 84.00
Stage II	Shaft sinking, 60 feet	2,780.00
	Drifting 80 feet	2,837.00
	Miscellaneous	115.00
		$5,816.00

I concur with the recommendation.

N. E. Nelson

N. E. Nelson

OFFICIAL FILE COPY
DMEA
RECEIVED FEB 26 1957

DATE	INITIALS	CODE
2-26	C	220
2-26	wra	600

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

February 20, 1957

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA-4556 (mica)

Applicant: Bert C. Schmitt

Name and Location of Property: Old Crowder Property Mine, Cleveland County, North Carolina

Date of Field Team Report: 2/12/57

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 2/18/57

Field Team Recommendation: Recommend a two-stage, unit-cost exploration contract to explore this prospect.

Comments:

1. A mica-bearing pegmatite reportedly 8 feet thick, has been excavated to shallow depth, but since backfilled and covered.

2. Muscovite seen in float material was an average of 2 inches in diameter and in sheets up to 3 by 5 inches.

3. Exploration proposed by applicants is consistent with local practices and in line with unit-cost estimates for other DMEA projects.

4. This deposit appears to have possibilities for the development of strategic mica.

Recommendation:

I concur with the recommendation of the field team for the approval of DMEA exploration assistance.

W. F. Dietrich

W. F. Dietrich

OFFICIAL FILE COPY
DMEA
RECEIVED FEB 21 1957

DATE	INITIALS	CODE
2/21	C	220
2/26	aoza	600

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
2/19	Anderson	600
2/19	Houk	600
4	Mutterdorf	100
2-19	C	220
		600

600

FEB 19 1957

Mr. Bert B. Schmitt
Box 105
Rutherfordton, North Carolina

Re: Docket No. DMEA-4556-Mica
Bert B. Schmitt
Old Crowder Property Mine
Cleveland County, North Carolina

Dear Mr. Schmitt:

Reference is made to your application for Government assistance to explore the subject property for mica.

We are unable to continue with the processing of your application since we do not have an adequate legal land description of your property. Please furnish this office with the legal description as given in the county public records, giving the book and page number. This must be a metes and bounds description of the 35 acre leased area under consideration. Also, we require that you show an accurate measurement and compass bearing from the proposed DMEA work to the closest identifiable corner.

Processing of your application will be held in abeyance pending receipt of the above requested information.

Sincerely yours,

SIGNED

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

WCAnderson:gad 2/19/57
Copy to: Admr. R. File
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

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

OFFICIAL FILE COPY
DMEA
RECEIVED FEB 14 1957

DATE	INITIALS	CODE
2-14	C	220
		130
2-19	C	220
2-19	OWL	600

February 12, 1957

Memorandum

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

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

Subject: Examination Report - DMEA-4556 (mica)
Bert C. Schmitt, Box 105, Rutherfordton, North Carolina
Old Crowder Property Mine, Cleveland County, N. C.

Submitted are four copies of the field examination report on the subject property.

The Field Team agrees with the recommendation for a unit cost exploration contract to explore this prospect.

The applicant stated in his application and later in a letter to the field examiners, that he owns enough equipment to complete the project. The equipment consists of a compressor, jackhammer, hoist and water pump, all purchased previous to 1940. It has all been completely depreciated. Most of it has been overhauled several times and if used on this project it will probably require a lot of repairs. We do not recommend the use of this equipment and have therefore estimated the cost of equipment rental in the usual manner, based on the use of modern equipment.

V. J. Lynch
Acting Executive Officer

Helmuth Wedow, Jr.
Geologist, U. S. Geological Survey

Enclosures 16

Reviewed by
DMEA OPERATING COMMITTEE
2-18-57
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

OFFICIAL FILE COPY
DMEA
RECEIVED FEB 14 1957

DATE	INITIALS	CODE
		130
		220

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD EXAMINATION REPORT, REGION V

On

DMEA-4556 (mica) OLD CROWDER PROPERTY MINE
Cleveland County, North Carolina

By

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

and

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

February 12, 1957

Reviewed by
DMEA OPERATING COMMITTEE
2-18-57
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

OFFICIAL FILE COPY
DMEA
RECEIVED FEB 14 1957

DATE	INITIALS	CODE
		130
		220

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD EXAMINATION REPORT, REGION V

On

DMEA-4556 (mica) OLD CROWDER PROPERTY MINE
Cleveland County, North Carolina

By

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

and

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

February 12, 1957

Reviewed by
DMEA OPERATING COMMITTEE

2-18-57
(date)

OFFICIAL FILE COPY
D M E A
RECEIVED FEB 14 1957

DATE	INITIALS	CODE

FIELD EXAMINATION REPORT

ON

DMEA-4556 (mica) OLD CROWDER PROPERTY MINE

Applicant: Bert B. Schmitt, Box 105, Rutherfordton, North Carolina

Summary

A very poorly exposed zoned mica-bearing pegmatite occurs in the center of a flat cotton field. Previous work consists of shallow open cut which has since been backfilled. A small pit and a 65 by 40-foot pegmatite float area are the only expressions of previous mining or of pegmatite.

The excellent mineralogic environment and quality of muscovite as indicated by the float, leads the examiners to believe that a limited two-stage exploration program would be justified at this site.

Introduction

Location

The site is located 1.2 airline miles N. 56° E. of Polkville, Cleveland County, North Carolina. It is about 1000 feet S. 58° W. of Oak Grove Church and about 500 feet southeast of the paved Polkville road.

Examination

The inspection took place on January 24, 1957. The examiners were accompanied by the applicant, Mr. Bert B. Schmitt, and the landowner. Nothing is known of the applicant's capabilities except what he has outlined on his application form. He appears to be fairly prosperous and well educated. A backfilled, rubble lined pit 14' x 8' x 5' deep in the center of a 65' x 40' pegmatite float area is the only expression of previous exploration efforts. A reported 14-foot deep pit was backfilled in 1950 by the landowner. No equipment or supplies are at the prospect site. Production

if any, is unknown. The applicant has been requested to send a revised list of the equipment he owns and plans on using, including its age, condition, and estimated value.

Geology

A mica-bearing pegmatite reportedly about 8 feet thick, has been excavated to shallow depths, but since backfilled and covered. The amount of massive quartz float at the site indicates the presence of a well-zoned pegmatite of considerable thickness. The margins of the pegmatite as indicated by the float, consist of weathered plagioclase, disseminated quartz and considerable flat, hard, ruby colored muscovite. The country rock adjacent to the pegmatite is a coarse mica gneiss. The country rock away from the contacts appears to be a contorted, sillimanitic, mica gneiss and schist.

The muscovite seen in float material was an average 2 inches in diameter and in sheets up to 3 x 5 inches. Muscovite is flat, hard, free-splitting and ruby colored. It is somewhat ruled and slightly mineral stained with oxides of iron, but these defects are relatively minor.

The orientation of the pit and float as well as a trend observed by the landowner before the area was backfilled, indicates a northeast-southwest strike for the subject pegmatite.

Conclusions and Recommendations

A two-stage, unit cost contract is recommended for the exploration of this property.

In Stage I, 280 cubic yards of dozer trenching is recommended to further expose the pegmatite.

Stage II should consist of 60 feet of shaft sinking and 80 feet of drift work.

Estimated costs of the project are as follows:

Stage I

Excavation

Excavate 1 dozer trench 100 feet long, 15 feet wide and 5 feet deep. 280 cubic yards @ $ .30/ cu. yd.		$84.00

Stage II

Construction		
Toolhouse	$75.00	
Powder Magazine	25.00	
Exploder Magazine	15.00	
		115.00
Sink a 60 foot shaft (40 shifts) use 1.7'/sh. = 36 shifts		
Labor:		
1 - Miner @ $1.75/hr.	$560.00	504.00
1 - Helper @ $1.00/hr.	320.00	288.00
1 - Hoistman @ $1.50/hr.	480.00	432.00
	1360.00	1224.00
Equipment Rental: $250/mo		
1 - Compressor @ $150/Mo.	300.00	
1 - Hoist @ $50/Mo.	100.00	
1 - Pump @ $25/Mo.	50.00	
1 - Jackhammer @ $40/Mo.	80.00	450.00
	530.00	
Supplies:		
Gasoline and oil	150.00	
Explosives	180.00	
Drill steel	110.00	
Timber - 1540 b.f. @ $65/M	100.00	
Pipe and small tools	120.00	
Miscellaneous	60.00	
Insurance	136.00	
Social security	34.00	
	890.00	
($46.33/ft) Estimated Total Cost of Shaft Sinking		$2,780.00
		2564.00
		Use $43.00/ft.

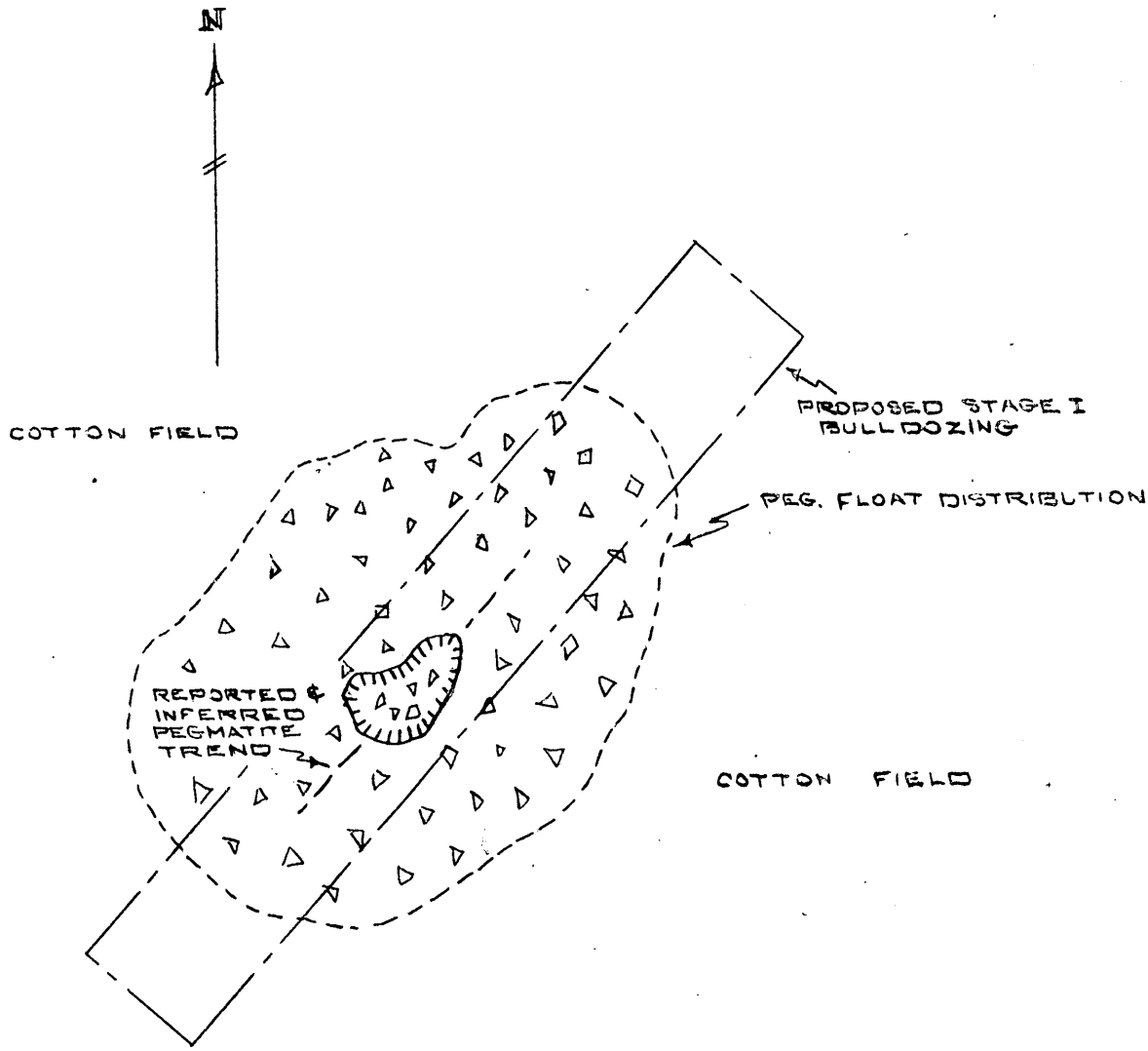
Drive 80 feet of drifts and/or Crosscuts
5' x 7' in cross-section and timbered
where necessary - 40 shifts.
use 2.2'/sh = 37 shifts

Labor:		
1 - Foreman-Miner @ $1.75/hr.	$560.00	518.00
1 - Hoistman @ $1.50/hr.	480.00	444.00
1 - Laborer @ $1.00/hr.	320.00	296.00
	1360.00	1258.00
Equipment Rental:		
1 - Compressor @ $150/Mo.	300.00	
1 - Rock Drill @ $40/Mo.	80.00	
1 - Jackleg @ $25/Mo.	50.00	462.50
1 - Hoist @ $50/Mo.	100.00	
1 - Pump @ $25/Mo.	50.00	
	580.00	
Supplied:		
Gasoline and oil	140.00	
Explosives	240.00	
Drill steel	146.00	
Timber and small tools	64.00	
Miscellaneous	80.00	
Social Security	45.00	
Insurance	182.00	2617.50
	897.00	
($35.46/ft) Estimated Total Cost of Drifting		$2,837.00
Estimated Total Cost of Project	use $33/ft	$5,816.00

$250/mo

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

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



LEGEND

- PEGMATITE FLOAT
- FLOAT LIMITS
- EXCAVATION

OLD CROWDER PROPERTY

CLEVELAND COUNTY, N.C.

DMEA - 4556

(MICA)

SCALE: 1" = 20'

CCB 1/56

Docket Copy
Surname:
Hopkins
Houk
Lamb
Kiilsgaard
Selfridge
Johnson

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

DEC 12 1956

Mr. Bert B. Schmitt
Box 105
Rutherfordton, North Carolina

Re: Docket No. DMEA-4556-Mica
Bert B. Schmitt
Old Crowder Property Mine
Cleveland County, North Carolina

Dear Mr. Schmitt:

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,

C. O. Mittendorf

Administrator

JHopkins:gad 12/11/56
Copy to: Admr. R. File
Docket
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

C

Docket Copy
Surname:

Hopkins
Houk
Selfridge
Kilsgaard

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

DEC 12 1956

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

Re: Docket No. DMEA-4556-Mica
Bert B. Schmitt
Old Crowder Property 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 offers to furnish all equipment. If a contract is recommended costs should be based on a use allowance of the equipment.

Copies of memoranda dated December 4, 1956, by Mr. N. E. Nelson, USGS, and Mr. W. F. Dietrich, USBM, relating to the project are enclosed.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GCS)

Approved:

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

Thor H. Kiilsgaard (GCS)
Member, Geological Survey

Enclosures 4

JHopkins:gad 12/11/56
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

IN REPLY REFER TO:

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

H

December 4, 1956

Re: DMEA 4556
Bert B. Schmitt
Old Crowder Property
Cleveland County, N. C.
$6,326.82 - 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 by shaft sinking, 60 feet, and drifting, 70 feet.

No information is given concerning the pegmatite except that it was prospected years ago by a pit 12 to 14 feet deep. Rum mica is said to have been recorded.

Referral of the application to the Field Team is recommended.

N. E. Nelson

N. E. Nelson

RECEIVED DEC 1956 D.M.E.A.

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

RECEIVED DEC 4 1956 D.M.E.A.

December 4, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA-4556 (mica)

Applicant: Bert Schmitt

Name and Location of Property: Old Crowder Property Mine, Rutherford County, North Carolina

Date Application Rec'd. by Br. of Ceramic & Fertilizer Materials: 11/30/56

Comments:

1. This prospect was mined years ago.

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.

3. Total estimated costs are in the amount of $6,326.82.

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

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

November 30, 1956

Mr. Bert B. Schmitt
Box 105,
Rutherfordton, N. C.

Subject: DMEA-4556

Dear Mr. Schmitt:

Your application for exploration assistance, dated November 24, 1956 submitted to our office at Knoxville, Tennessee, has been assigned Docket Number DMEA-4556 and referred to the Non Metallics Minerals Division in the Washington office. Kindly identify all future correspondence relating to your application by this Docket Number.

Sincerely yours,

(Sgd) Allen S. Dakan

Allen S. Dakan, Director
Operations Control and
Statistics Division

Copy to:
Region V-Knoxville
Code 600

6416

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

RECEIVED
NOV 30 1956
D.M.E.A.

November 28, 1956

Memorandum

To: Operating Committee, DMEA - Washington

From: Acting Executive Officer, DMEA - Region V

Subject: Application - Bert B. Schmitt, P.O. Box 105, Rutherfordton, N
North Carolina. Old Crowder Property Mine,
Cleveland County, N.C. (mica)

Transmitted are three copies of the subject application, one copy of a sketch map, 3 copies of the cost estimate and one copy of the mining lease, also 5 copies of the Consent to Lien; as received in this office today.

V. J. Lynch

V. J. Lynch

z