DMEA Form 9
Rev. 6/57

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

OFFICIAL DOCKET FILE Idm-E NO._____ DMEA NO._____

Application
- [x] Denied
- [ ] Withdrawn

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

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

Folder No. 1:

Left Side

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

Right Side

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

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

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

Additional Folders:

Left Side

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

Right Side

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

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

Folders No._____: Settlement Sheets

Folders No._____: Drill Logs

Folders No._____: Royalty material

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

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA- 4931
Contract No. Idm-E
Contract Date

RECEIVED FEB 5 1958

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Haywood, State of North Carolina, described ~~xxxxxxxxx~~: 2/

in a partnership agreement dated September 30, 1957 and recorded in Book 174, page 136, official records of said county,

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.

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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 31 day of January, 1958

	[Seal]	Charles Medford	[Address] Route 2, Clyde, N. C.
	[Seal]	Ruth Medford	[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,

HAYWOOD COUNTY.

I, Iris C. Cagle, a Notary Public in and for the County of Haywood and State of North Carolina, do hereby certify that Charles E. Medford and his wife, Ruth Medford, personally appeared before me this day and acknowledged the due execution by them of the foregoing and annexed instrument for all the purposes therein expressed.

WITNESS my hand and notarial seal, this the 31 day of January, 1958.

Iris C. Cagle

NOTARY PUBLIC

My Commission Expires:

Sept. 17, 1959

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

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA-4931
Contract No. Idm-E
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DMEA

CONSENT TO LIEN
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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 31 day of January, 195 8

	[Seal]	Charles B. Medford	[Address] Route 2, Clyde, N.C.
	[Seal]	Ruth Medford	[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.

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HAYWOOD COUNTY.

I, Iris C. Cagle, a Notary Public in and for the County of Haywood and State of North Carolina, do hereby certify that Charles B. Medford and his wife, Ruth Medford, personally appeared before me this day and acknowledged the due execution by them of the foregoing and annexed instrument for all the purposes therein expressed.

WITNESS my hand and notarial seal, this the 31 day of January, 1958.

Iris C. Cagle

NOTARY PUBLIC

My Commission Expires:

Sept. 17 1959

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

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA- 4931
Contract No. Idm-E
Contract Date

RECEIVED FEB 5 1958 D.M.E.A.

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Dated this 31 day of January, 1958.

	[Seal]	Charles B. Medford	[Address] Route 2, Clyde, N.C.
	[Seal]	Ruth Medford	[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
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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.

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I, Iris C. Cagle, a Notary Public in and for the County of Haywood and State of North Carolina, do hereby certify that Charles B. Medford and his wife, Ruth Medford, personally appeared before me this day and acknowledged the due execution by them of the foregoing and annexed instrument for all the purposes therein expressed.

WITNESS my hand and notarial seal, this the 31 day of January, 1958.

Iris C. Cagle

NOTARY PUBLIC

My Commission Expires:

Sept. 17 1959

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

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA-4931
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7. Added provision: None. (State "None" or "See Annex No.____")

Dated this 31 day of January, 1958. Route 2, Clyde, N. C.

_____ [Seal] Charles B. Medford [Address]

_____ [Seal] Ruth Medford [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.

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Iris C. Cagle

NOTARY PUBLIC

My Commission Expires:

Sept. 17 1959

MF-205
(Combines and supercedes MF-201 and MF-203)
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Operator
Docket No. DMEA- 4931
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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 31 day of January, 1958.

	[Seal]	Blanche B. Medford	[Address]
	[Seal]	Ruth Medford	[Address]
	[Seal]	Route 2	[Address]
	[Seal]	Hyde, N.C.	[Address]
	[Seal]		[Address]
	[Seal]		[Address]

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

_____

[Corporate Seal]

Office of Public Records
RECEIVED
DATE

STATE OF NORTH CAROLINA,

HAYWOOD COUNTY.

I, Iris C. Cagle, a Notary Public in and for the County of Haywood and State of North Carolina, do hereby certify that Charles B. Medford and his wife, Ruth Medford, personally appeared before me this day and acknowledged the due execution by them of the foregoing and annexed instrument for all the purposes therein expressed.

WITNESS my hand and notarial seal, this the 31 day of January, 1958.

Iris C. Cagle

NOTARY PUBLIC

My Commission Expires:

Sept. 17, 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 38 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

FILE COPY
DMEA
RECEIVED JAN 30 1958
DATE | INITIALS | NOTE

January 28, 1958

Memorandum

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

From: Field Team, DMEA, Region V

Subject: Application from Wid Medford, et al.
Charles B. Medford property, Haywood County, N. C. (Mica)

Enclosed are the original and two copies of the subject application, the original and one copy of the lease, and the original of a partnership agreement. Consent to Lien was not submitted, but we are sending the forms to the applicant.

We are keeping the fourth copy of the application.

Evidently the designation of the property name as "Clyde" on the face of Form MF-103 is incorrect, as the answer to 1b states that the mine has no name. We believe the application should be designated as "Charles B. Medford property".

Robert A. Laurence
Robert A. Laurence
Executive Officer

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

Enclosures6

Form MF–103
Revised Feb. 1957

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Budget Bureau No. 42–R1035.3
Approval expires June 30, 1958

APPLICATION FOR AID IN AN EXPLORATION PROJECT

PURSUANT TO DMEA ORDER I, UNDER THE DEFENSE PRODUCTION ACT OF 1950, AS AMENDED

NAME OF APPLICANT (Full legal name and mailing address as it should appear on contract if one is executed)

Wid Medford,
Charles B. Medford, and
George E. Phillips

Route 2, Clyde, North Carolina

APPLICANT NOT TO USE THIS BLOCK

Docket Number: DMEA-4931
Date Received: 1/30/58
Government Participation %:
Region: V
Division Code: 600

BUSINESS ORGANIZATION (Check one)

- Individual [ ]
- Corporation [ ]
- Partnership [X]
- Other (Specify) [ ]

State in which firm is organized: N. C.

LIST CORPORATE OFFICERS OR PARTNERS HERE, IF APPLICABLE

Name	Address	Title
Wid Medford	Rt. 2, Clyde, N. C.	Partner
Charles B. Medford	Rt. 2, Clyde, N. C.	Partner
George E. Phillips	Rt. 2, Clyde, N. C.	Partner

Mineral(s) for which you wish to explore: Ruby Mica

Estimated Cost of Project: $7500.00

LOCATION OF PROPERTY

Name	County	State
Clyde	Haywood	N. C.

GENERAL INSTRUCTIONS

Before filling out this application, please read DMEA Order–I, Amended, "Government Aid in Defense Exploration Projects." To assure prompt action, your application must provide all applicable material and information specified on the back of this application form. Avoid unnecessary correspondence and delays by submitting complete and accurate information. *Please submit four copies of this application and all accompanying papers* except as otherwise noted. Place your name and address on each sheet. Each item of information, maps, and reports required as a part of this application is described on the back of this form. Identify each attached statement by the item number to which it applies. If an item does not apply to your application, show the item number on your statement and after it write "not applicable." Maps or sketches should be used to supplement narrative descriptions of the property location and boundaries in item 1, existing mine workings and geology in item 2, and the proposed exploration project in item 4. When this information is not too complex, all of it may be shown on one map or sketch. All documents and other attachments submitted as a part of this application, except those in item 2(g) which you mark to be returned, become the property of the Government and will not be returned to the applicant. Send true copies, *not originals*, of leases, contracts, and other documents which are an essential part of your business records. *File this application with the Defense Minerals Exploration Administration, Department of the Interior, Washington 25, D. C., or with the nearest DMEA Field Office.*

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.

Wid Medford, George E. Phillips,
Charles B. Medford

January 24, 1958
Dated

BY (*Signature*)

Title

A wilfully false statement or certification to any Department or Agency of the United States Government is a criminal offense. U. S. Code, Title 18, Sec. 1001.

INFORMATION REQUIRED WITH THIS APPLICATION

1. *Applicant's Property Rights:*

(a) State the legal description (section, township, and range; metes and bounds; patent number of claims) of the land upon which you wish to explore and all land adjacent to the proposed project area which you own or control. Describe any part of the project land or workings which should not be subject to Government lien for royalty payments. If the land consists of unpatented claims, state the book and page number for each recorded location notice, including amended locations, and the place where recorded (courthouse, recorder's office, county, and state).

(b) State all the names by which you know the property.

(c) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise. If you are not the owner, submit with this application one exact copy of the lease, contract, or other document (with address of owner) under which you control the property.

(d) Describe all liens, mortgages, or other encumbrances on the property.

2. *Physical Description:*

(a) Describe in detail and illustrate with maps or sketches all mining or exploration operations which you know have been or are being conducted upon the lands, including existing mine workings. Describe all production facilities.

(b) State your interest, if any, in operations stated in 2*(a)*.

(c) State, as far as you know, the past and current production, supporting your statement with copies of settlement sheets, mine records, or published data if available.

(d) Describe known ore reserves on the property giving quantities and grades and sampling methods used, supporting your statement with copies of assay certificates and assay maps if available.

(e) Describe by narrative and maps or sketches the geologic features of the property, including ore minerals, geologic formations if known, and type of deposit (vein, bedded, etc.).

(f) State your reasons for expecting to find ore, and if you have sampled the area you propose to explore, show where the samples were taken, describe sampling methods used, and provide copies of assay certificates.

(g) Send with your application at least *two* copies of all geologic or engineering reports, assay maps, or technologic information which you may have, indicating on each whether you require its return to you.

3. *Accessibility of Project:*

(a) To aid DMEA representatives who may be required to examine the property, state the name and address of the person who will meet the DMEA representative; give directions for reaching the property; and describe accessibility of the property including the mine workings.

(b) Name the shipping and supply points and places where employees reside and state the distances between them and the property.

4. *The Exploration Project:*

(a) Describe fully the proposed exploration project giving individual footages and sizes of openings *for each item of work*. Use narrative, maps, plans, and longitudinal and cross sections as necessary. Show the location of the proposed work as related to geologic features such as veins, ore-bearing beds, contacts of rock formations, etc. Show also the relation of the proposed work to any existing mine workings and to *property boundaries* or to the closest identifiable corner.

(b) If an access road to the project must be built, show the location on the property map and state the length, type, and construction methods proposed.

(c) In the event that an exploration contract with DMEA is executed, how soon will the work start and how many months will be required to complete it? State your anticipated average daily or monthly rate of progress for each type of work.

5. *Experience:*

State your operating experience and background with relation to your ability to carry out this exploration project, and also that of the person or persons who will supervise the operations.

6. *Estimate of Costs:*

Furnish detailed estimates of the costs *for each item of the work proposed in 4(a)* under the headings listed below with a total for each heading and the estimated total cost of the project. Costs for any work to be performed by an independent contractor should be shown separately under category *(a)* below. Costs for any work that is not to be performed by an independent contractor should be given in detail under categories *(b)* through *(g)*.

(a) Independent contracts. State the cost of any proposed independent contract for the performance of all or any part of the work, expressed in units of work, such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, per cubic yard of material moved. Cost estimates should be supported by bids from three contractors if possible. *(Note* – If none of the work is to be contracted, write "none" after this item.)

(b) Personal services. For necessary supervision, engineering and geological services, and labor, include an itemized schedule of numbers, classes, rates of wages, salaries or fees, and periods of employment. State whether these technicians and employees are available.

(c) Operating materials and supplies. List items of material and supplies with their cost. Include under this heading power, water, and fuel, and units of equipment and tools costing less than $50 each.

(d) Operating equipment. List items of operating equipment to be used giving specifications and indicating how each item is to be acquired – i.e., rented, purchased, or provided by the applicant. If it is rented or purchased, state the estimated rental or purchase price. If it is to be furnished by the applicant, give its present fair market value.

(e) Initial rehabilitation and repairs. Describe the type and the cost of necessary *initial* rehabilitation or repair of existing buildings, fixtures, installations (exclusive of mine workings), and movable operating equipment now owned by the applicant, which will be used on the exploration project.

(f) New buildings, fixtures, installations. Describe each building, fixed improvement, and installation to be purchased, constructed, or installed for the exploration project stating specifications and cost including labor, materials and supervision.

(g) Miscellaneous. For the operating equipment listed in 6*(d)*, describe the type and estimate the cost of repairs and maintenance expected during project operations. Do not repeat initial repairs listed in 6*(e)*. Show also the costs of analytical work, accounting, workmen's compensation and employees' liability insurance, payroll taxes, and other required costs that do not fall within the previous categories.

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)* State whether you are prepared to furnish your share of the cost of the proposed project in accordance with the regulations on Government participation stated in Sec. 7 of DMEA Order–I, Amended.

(b) Explain to what extent you propose to furnish your share of the costs by providing money, by use of equipment owned by you, or otherwise.

* * * * *

INT.-DUP. SEC., WASH., D.C. 15539

1.

(a) Lying and being in Clyde Township, Haywood County, North Carolina, and BEGINNING on a large fence post in Wayne Medford's corner and runs N. 77 degrees 30' E. 589 feet to a fence post in fence line, surrounding haystacks; thence S. 18 degrees 30' W. 370 feet (new line) to a stake in a pile of stones; thence S. 77 degrees 30' W. 589 feet (new line) to a stake in a pile of stones in a fence line, Wayne Medford's East line; thence with his line N. 18 degrees 30' E. 370 feet to the BEGINNING, containing 5.003 acres, and being a part of the lands described in a deed from Wayne Medford, et ux. to Charles B. Medford, said deed being dated July 7, 1954, and recorded in Book 160, page 53, Haywood County Registry.

(b) None. Big Ridge Mine is nearby.

(c) Owner and lessee.

(d) None.

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2.

(a) See enclosed map.

(b) Some scrap mica has been sold from the mine.

(d) Unknown.

(e) See enclosed sketch.

(f) From all appearances this is a good prospect for ruby mica.

3.

(a) Charles B. Medford
Route 2
Clyde, N. C.

(b) United States Government Mica Depot
Spruce Pine, N. C.
75 miles distant

4.

(a) First approximately 10,000 yards of bulldozing must be done and considerable of timbering. Then propose 100 feet of tunneling along the vein.

(b) The mine is located between Waynesville and Clyde, N. C. on highway 19A and 23 and on the Jones Cove Road.

(c) Work will begin within 30 days and will be completed within six (6) months thereafter.

5.

(a) Several years.

6.

(a) Estimate of cost:
Total cost estimate for timbering and bulldozing $3400.00,
100 feet of shafting at $35.00 a foot, $3500.00,
Miscellaneous cost $600.00,
Making a total of $7500.00.

7.

(a) Yes.

(b) Labor and money.

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STATE OF NORTH CAROLINA,

HAYWOOD COUNTY.

THIS AGREEMENT, made and entered into this the ____ day of September, 1957, by and between CHARLES B. MEDFORD and WID MEDFORD, of Haywood County, North Carolina, parties of the first part, and GEORGE E. PHILLIPS, of said County and State, party of the second part,

WITNESSETH:

THAT WHEREAS, the parties of the first part, for more than one year prior to the date hereof, have been and now are engaged as partners in exploring for minerals and mining on certain lands of the said Charles B. Medford in Clyde Township, Haywood County, North Carolina, which were conveyed to him by Wayne Medford and his wife, Fannie C. Medford, by deed dated July 7, 1954, and recorded in Book 160, page 53, in the office of the Register of Deeds of Haywood County, North Carolina, to which reference is hereby made for a description of the lands referred to; and

WHEREAS, the parties of the first part have agreed and do now hereby agree to admit the party of the second part into partnership with them in the said business upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, promises and agreements herein contained, the parties hereto do hereby covenant, promise and agree to and with each other as follows:

1. That the parties hereto hereby agree to become partners in the business, for the purpose and upon the terms and conditions hereinafter stated.

2. The firm name of the partnership shall be "Widiebo Mine."

3. The purpose of the partnership shall be to engage in the business of mining ore, metal and minerals of all kinds and description, and particularly mica and beryl, and to conduct and carry on any and all other operations or business which may be necessary, convenient or incidental thereto.

4. The partnership shall continue for the period of one year from the date hereof or until it is dissolved by mutual agreement of the parties hereto.

5. The party of the second part, in consideration of his admission

to said partnership, in the event the parties hereto shall obtain from the United States Department of the Interior a loan or financial assistance pursuant to an application therefor to be filed by said parties, shall pay to each of the parties of the first part the sum of one hundred and fifty dollars ($150). If said application for said loan or financial assistance is not approved, then and in that event, the party of the second part, in lieu of said payment in money, shall furnish for the use of the partnership such machinery and equipment as may be necessary to carry on and conduct the business contemplated by this agreement.

6. The respective parties hereto, during the continuance of the partnership, shall devote their time, attention, service and experience to, and shall exert their best endeavors and skill for, the joint interest, profit and advantage of the partnership.

7. Each of the partners, for the purposes of the business aforesaid, shall have the right, power and authority to use the name of the firm, and to bind the same, in making contracts, and in trading, buying and selling on account of the firm and for the benefit thereof, and not otherwise; provided, however, that neither partner shall contract liabilities in the name and credit of the firm, without the consent of the other partners.

8. Proper books of account shall be kept by the partners and entries made therein of all such matters, transactions and things as are usually entered in books of account kept by persons engaged in the same or similar business. Such books, all partnership letters, papers and documents shall be safely kept and each partner at all times shall have free access to examine, copy and take extracts from the same.

9. The partners shall be entitled to the net profit of the business in equal shares, and such profits shall be divided at such time or times as the partners may mutually agree upon.

10. All losses occurring in the course of said business, and all rents, expenses for repairs or improvements, taxes, premiums of insurance, salaries and wages, and all other reasonable and necessary expenses and damages which may be incurred in carrying on or conducting said business, shall be paid out of the earnings of said business, and in case of deficiency thereof, then by the partners in the same proportions in which they are entitled to the profits of said business.

11. No partner shall, without consent of the other partners, draw, accept or sign any promissory note or contract any debt on account of the

partnership, or employ any of the money or effects thereof, or in any manner pledge the credit thereof, except in the usual and regular course of business.

12. Each partner shall promptly pay his own debts, and keep indemnified the other partners, the stock in trade, capital and property of the partnership against the same, and all expenses on account thereof.

13. No partner shall, without the previous consent of the others, enter into any bond, or become bail, surety or security for any person.

14. Any partner who shall desire to sell his interest in the business shall be at liberty to do so, and shall in such case first offer his interest to the other partners or partner for the price to be named by the partner who desires to sell, and if the other partners or partner shall not within thirty days accept such offer, the party desiring to sell shall be at liberty to sell his interest to any person or persons at the same or a higher price, but shall not sell the same to any other person at a less price, unless and until it shall have been offered to the other partners or partner at such less price, and such last-mentioned offer shall not have been accepted within thirty days.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands and affixed their seals, the day and year first hereinabove written.

Charles B. Mufford (SEAL)

Wm Mufford (SEAL)

PARTIES OF THE FIRST PART

George E. Phillips (SEAL)

PARTY OF THE SECOND PART

STATE OF NORTH CAROLINA,

HAYWOOD COUNTY.

I, _____, Clerk of the Superior Court of Haywood County, North Carolina, do hereby certify that CHARLES B. MEDFORD, WID MEDFORD and GEORGE E. PHILLIPS personally appeared before me this day and acknowledged the due execution by them of the foregoing and annexed agreement for all the purposes therein expressed. Let the said instrument with this certificate be registered.

Witness my hand, this the 30 day of September, 1957.

_____

CLERK SUPERIOR COURT

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oOo

PARTNERSHIP AGREEMENT

Between

CHARLES B. MEDFORD and WID MEDFORD

and

GEORGE E. PHILLIPS

oOo

Filed for registration 30
day of September 1957
1:31 o'clock P. M. and registered
in office of the Register of Deeds for
Haywood County, North Carolina
This 30 day of Sept. 1957
In Book No. 174 Page 136
Jesse Wellmond
Register of Deeds
of Haywood County

FELIX E. ALLEY, JR.
ATTORNEY AND COUNSELLOR AT LAW
WAYNESVILLE, N. C.

MINING LEASE

State of North Carolina Haywood County:

This indenture made this ____ day of December, 1957

between Charles B. Medford and his wife, Ruth Medford,

of Haywood County and State of North Carolina as party of the first part, and known as lessor___, and Wid Medford, George E. Phillips and Charles B. Medford, partners, trading and doing business as Widebo Mine, of Haywood County and State of North Carolina, party of the second part and known as lessee.

WITNESSETH, That the parties of the first part in consideration of One Dollar in hand received and hereby acknowledged by the lessors, 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: Lying and being in Clyde Township, in the County and State aforesaid, and BEGINNING on a large fence post in Wayne Medford's corner and runs N. 77° 30' E. 589 feet to a fence post in fence line, surrounding haystacks; thence S. 18° 30' W. 370 feet (new line) to a stake in a pile of stones; thence S. 77° 30' W. 589 feet (new line) to a stake in a pile of stones in a fence line, Wayne Medford's East line; thence with his line N. 18° 30' E. 370 feet to the BEGINNING, containing 5.003 acres, and being a part of the lands described in a deed from Wayne Medford, et ux. to Charles B. Medford, said deed being dated July 7, 1954, and recorded in Book 160, page 53, Haywood County Registry.

TO HAVE AND TO HOLD the said lands to him, for mining purposes, the said lessee and his heirs and assigns for the aforesaid period of five years in compliance with the condition of this instrument, for the purpose and with the right to dig, quarry, search, explore for, obtain, and remove any kind of minerals, metals or fossils, and particularly mica, and to conduct the same to any extent the said party of the second part, the lessee, may desire. And it is hereby agreed between the parties to this agreement that the party of the second part is to have the use of any unoccupied buildings on said lands for mining purposes, and that he shall have the right to erect such buildings as he needs to carry on such mining operations during the period of this lease, and that the party of the second part shall keep the same in as good condition as when received, unavoidable accidents excepted. And it is also agreed by the party of the second part that no unnecessary damage is to be done to the lands herein leased during the period of this lease and the continuance of said lease, but the said party of the second part shall have the right to take from said lands leased to the party of the second part any wood or timber the party of the second part may need to carry on said mining operations or which may be needed to carry on the addition to existing buildings or to erect new buildings or sheds on said lands. (Timber of high or special market value is excepted and shall not be used by the lessee.) And it is hereby agreed that the party of the second part, the lessee, is to have the right-of-way of ingress and egress to said mines or land upon which exploration is being conducted.

AND IT IS FURTHER AGREED That the party of the second part, the lessee hereby agrees to pay to the said parties of the first part, or his or their heirs or assigns, a rental royalty in accordance with partnership agreement, dated September 30, 1957, copy of which is hereto attached,

on the minerals taken and sold from said mines which shall be for the use of the said lands for the aforesaid period of five years. The said amounts shall be payable on the computation of selling bills on the tenth day of each month covering sales made during the previous month. Any minerals other than those set forth 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 operation then being conducted. The lessors 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.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, is hereby given an option to purchase all the right, title and interest, legal and equitable to and in the real estate described and set forth in this lease for a total purchase price of _____, said purchase price to be paid in full within three years from the date of this instrument and it is agreed that all rental royalties paid to the party of the first part shall apply toward and be a part of the total purchase price above set forth, and that at such time that the total purchase price is paid in the form of royalties or a lump sum payment or a combination of both, the party of the first part will execute a special warranty deed to the party of the second part and that a tender of the remaining purchase price at any time within the next three years shall entitle the party of the second part to specific performance of this option contract.

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 lessors. 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:

_____

Charles B. Medford (Seal)

Ruth Medford (Seal)

_____ (Seal)

Official File

STATE OF NORTH CAROLINA,

HAYWOOD COUNTY.

I, Iris C. Cagle, a Notary Public in and for the County of Haywood and State of North Carolina, do hereby certify that Charles B. Medford and his wife, Ruth Medford, personally appeared before me this day and acknowledged the due execution by them of the foregoing instrument for all the purposes therein expressed.

Wintess my hand and notarial seal, this the 30 day of December, 195 57.

Iris C. Cagle

NOTARY PUBLIC

My Commission Expires:

Sept. 19, 1959

STATE OF NORTH CAROLINA,

HAYWOOD COUNTY.

The foregoing certificate of _____, a Notary Public in and for the County of Haywood and State of North Carolina, duly attested by his notarial seal, is adjudged to be correct, sufficient, in due form and according to law. Let the said instrument with the certificates be registered.

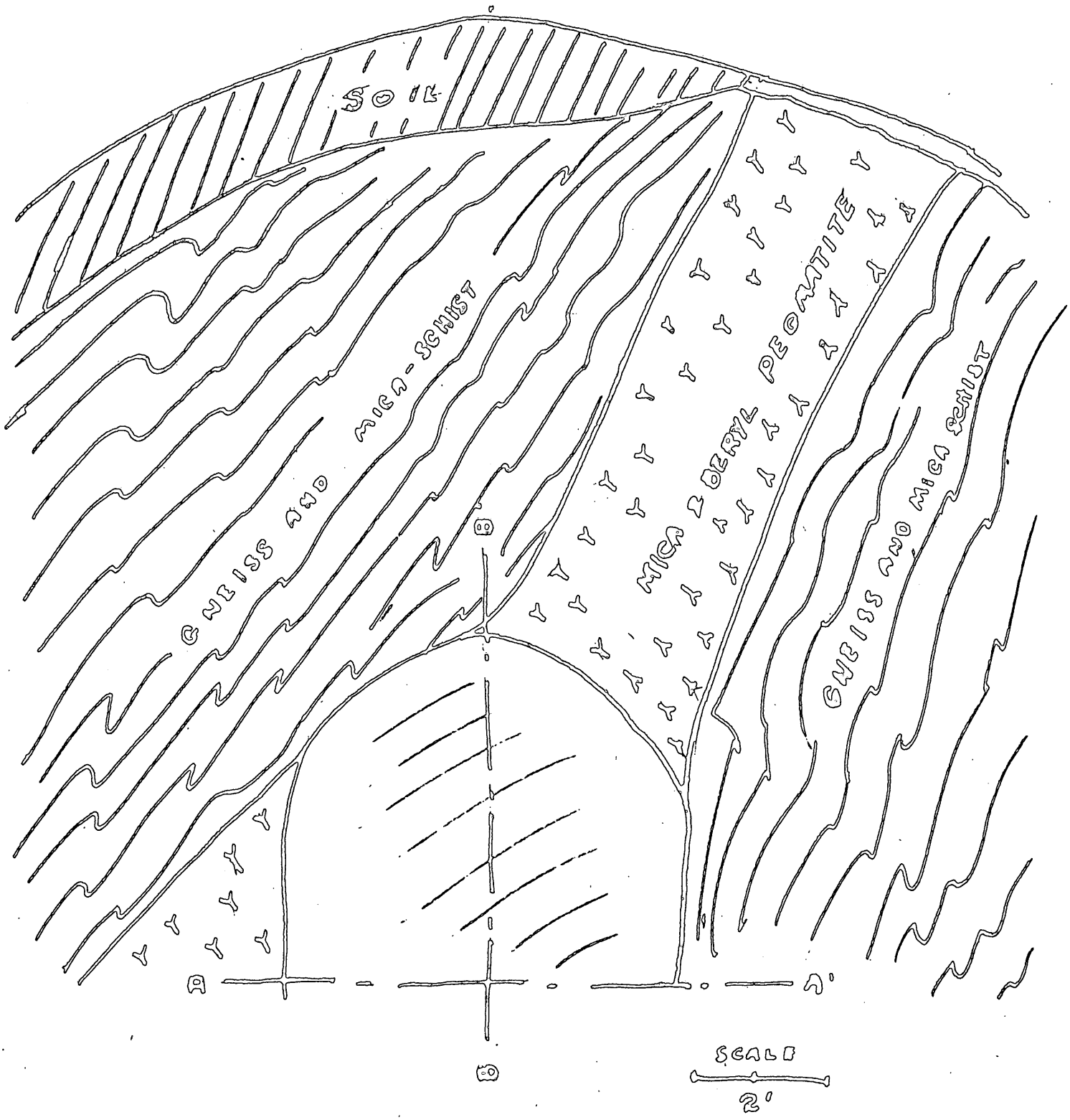
Witness my hand, this the ____ day of _____, 195 ____.

_____

CLERK SUPERIOR COURT

DIP 60°

STRIKE SW



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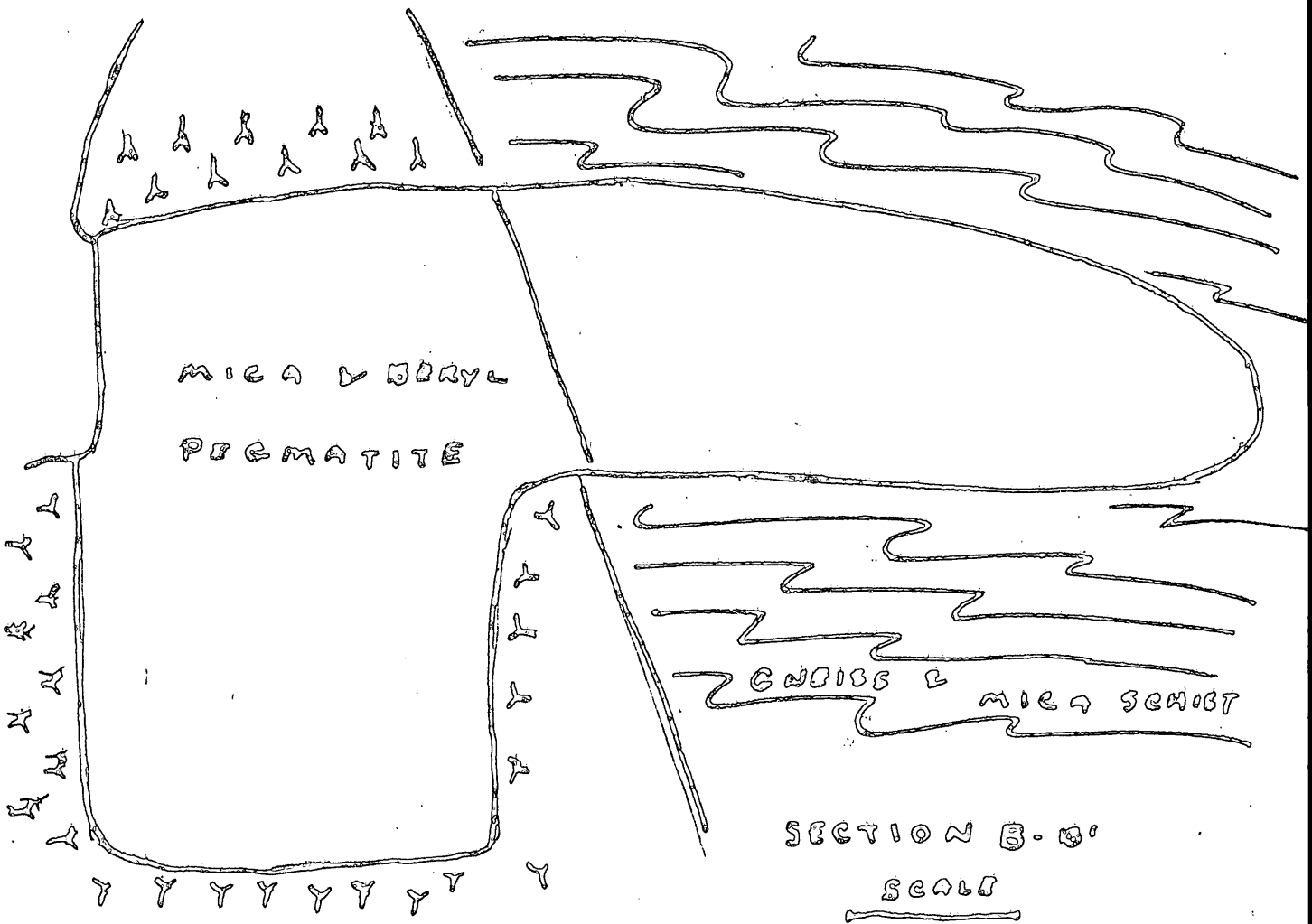
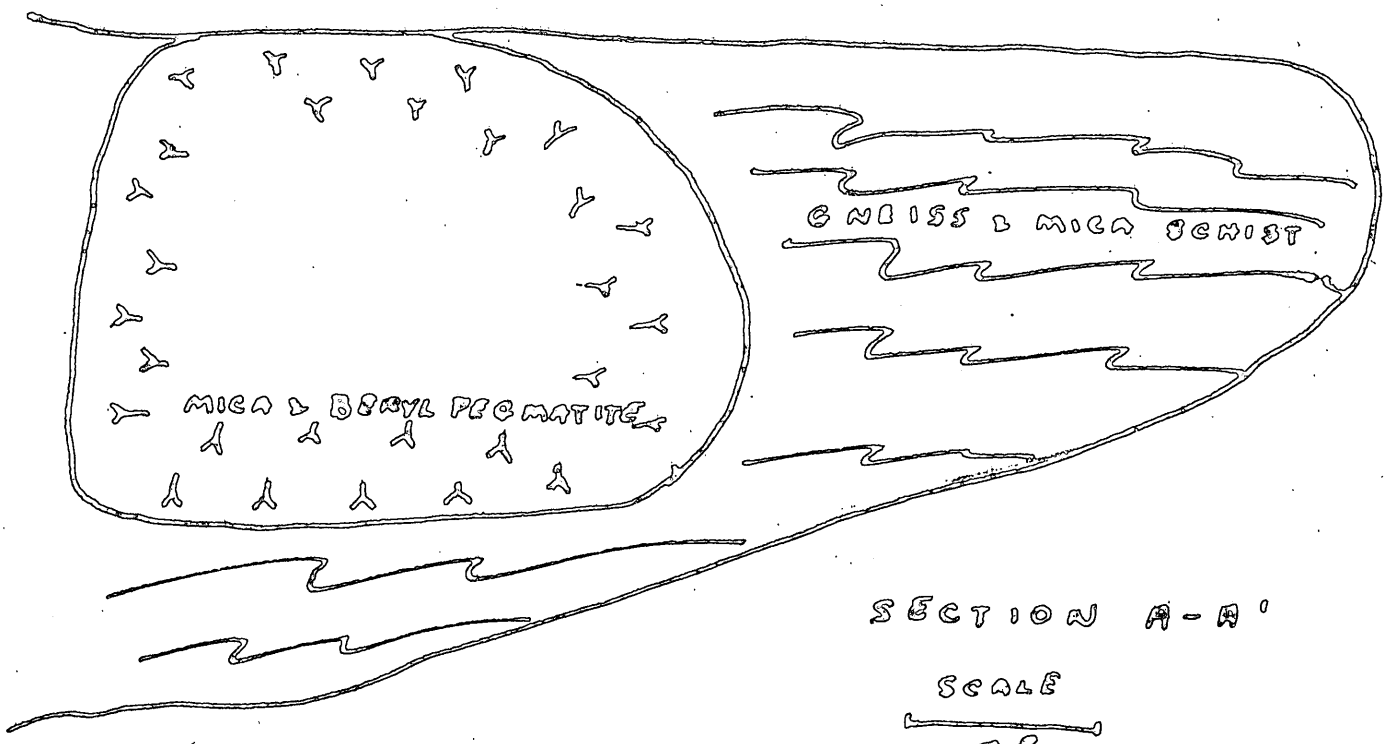


SECTION B-B'

SCALE

4'



SECTION A-A'

SCALE

4'

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DATE	INITIALS	CODE

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
5/16	Houk	

600

May 8, 1958

Memorandum

To: Mr. C. O. Mittendorf, Administrator

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

Subject: Evaluation of application and field examination report

Docket No. DMEA-4931-Mica
Wid Medford, Charles B. Medford
and George E. Phillips
Charles B. Medford Property
Haywood County, North Carolina

Denial of application is recommended.

Mica: No strategic muscovite was seen at time of examination, and mica recovered during recent operations (1,000 lbs.) was sold as scrap. Mica found was bent, ruled, and reeved with both vegetable and mineral staining.

Pegmatite: The pegmatite consists of medium-grained plagioclase, quartz and muscovite with minor amounts of biotite and beryl.

Workings: Applicants report a maximum thickness of seven feet. Adit at south end of cut in deeply weathered feldspathic biotite gneiss containing thin stringers and lenses of pegmatite.

Past production: No records available.

Applicants' proposal:

Timbering and bulldozing	$3,400.00
Shaft 100 ft. @ $35/ft.	3,500.00
Miscellaneous	600.00
Total estimated cost	$7,500.00

Recommendations: The Field Team recommends denial as the pegmatite body is small and contains no muscovite of strategic quality, and it is not a geologic target. The Division of Nonmetallic Minerals concurs in the Field Team's recommendation as do the Commodity Members of the Bureau of Mines and the Geological Survey.

LGHouk:gad 5/8/58
Copy to: Admr. R. File
Mr. Houk

8623

DMEA Form 7
(12-56)

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Date	Surname	Code
5/16	Houk	600
5/16	Selfridge	130
5/16	Lynch	130
5/16	Kiilsgaard	130
"	Johnson	110
"	Mittendorf	100
		220

600

MAY 16 1958

Messrs. Wid Medford, Charles B. Medford
and George E. Phillips
Route 2
Clyde, North Carolina

Re: Docket No. DMEA-4931-Mica
Wid Medford, Charles B.
Medford, and George E. Phillips
Charles B. Medford Property
Haywood County, North Carolina

Gentlemen:

Your application for aid for an exploration project and other reports available to us in Washington relating to the subject property have been reviewed.

Projects approved by the Defense Minerals Exploration Administration must, in its judgment, show definite promise of yielding materials of acceptable grade in quantities that will significantly improve the mineral supply position for the National Defense Program.

Careful study of all our information indicates to us that the probability of disclosing significant reserves of mica is not sufficiently promising to justify Government participation. We regret to advise you, under these circumstances, that your application for exploration assistance is denied.

We wish to thank you for your interest in the Defense Minerals Program and for bringing your property to our attention.

Sincerely yours,

C. O. Mittendorf (for)

Administrator

LGHouk:gad 5/8/58
Copy to: Admr. R. File
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

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

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600

May 13, 1958

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4931 (mica)

Applicant: Wid Medford and others

Name and Location of Property: Charles B. Medford Property, Haywood County, N. C.

Date of Field Team Report: 4/30/58

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 5/5/58

Field Team Recommendation: Recommend denial of application.

Comments:

1. The prospect is a poorly exposed pegmatite dike with a reported length of 40 feet and a maximum reported thickness of 7 feet.

2. No strategic mica was seen and production during recent exploration was sold as scrap.

3. No significant target exists and reserves of strategic mica are estimated to be negligible.

Recommendation:

I concur with the recommendation of the field team in denial of the application.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

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

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DATE | CODE
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Memorandum

May 7, 1958

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

From: T. H. Kiilsgaard, U. S. Geological Survey

Subject: Review of Field Team Examination Report, DMEA Docket 4931 (Mica), The Charles B. Medford Property, Haywood County, North Carolina.

Field Examiners recommend denial of the application because the pegmatite body to be explored is small and contains no muscovite of strategic quality. It therefore is not a geologic target of significance.

After reviewing the report, I concur with the Field Examiners' recommendations. There would appear to be no chance of making a significant discovery by the proposed work.

I recommend that this application be denied.

T. H. Kiilsgaard

T. H. Kiilsgaard

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

ROOM 13 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

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5/5	JB	130
5/6	C	220
		600

April 30, 1958

Memorandum

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

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

Subject: Examination Report, Docket No. DMEA-4931 (Mica)
Wid Medford, C. B. Medford, and G. E. Phillips
Route 2, Clyde, North Carolina
Charles B. Medford property, Haywood County, N. C.

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

The Field Team agrees with the Examiners in their recommendation for denial of the application.

V. J. Lynch
Acting Executive Officer

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

Enclosures 3

Reviewed by
DMEA OPERATING COMMITTEE
5-5-58
(date)

On-Site Exam Rpt

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DATE	INITIAL	CODE
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		220

UNITED STATES

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD EXAMINATION REPORT, REGION V

DMEA-4931 (mica) CHARLES B. MEDFORD PROPERTY
Haywood County, North Carolina

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

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

Reviewed by
DMEA OPERATING COMMITTEE
5-5-58
(date)

April 30, 1958

FIELD EXAMINATION REPORT

DMEA-4931 (mica) CHARLES B. MEDFORD PROPERTY
Haywood County, North Carolina

Applicants: Wid Medford, C. B. Medford, and G. E. Phillips
Route 2, Clyde, North Carolina

SUMMARY

A deeply weathered pegmatite dike is poorly exposed in the single open cut on the C. B. Medford prospect. The dike has a reported length of 40 feet and a maximum reported thickness of 7 feet. No strategic muscovite was seen at the prospect and mica recovered during recent operations was sold as scrap. We recommend that exploration assistance be denied because the pegmatite does not constitute a geologic target.

INTRODUCTION

Location

The Charles B. Medford prospect is in a field in Jones Cove about 0.1 mile southwest of the C. B. Medford farmhouse and 2 miles S. 50° W. of BM-N38 in Clyde, Haywood County, North Carolina (Clyde, N. C., quadrangle, TVA 1:24,000). The prospect can be reached on a dirt road 0.1 mile long from the southernmost bend in the Jones Cove road.

Examination

The examination of the C. B. Medford prospect was made on March 5, 1958, and lasted one and one-half hours. Messrs. G. E. Phillips, C. B. Medford, Wid Medford, and Jim Messer accompanied the examiners.

Past operation

The Charles B. Medford prospect is a small open cut about 40 feet long and 15 feet wide trending southwest. At the southwest end a partly caved adit has been driven about 14 feet into the hillside. The first work, according to the Applicants, was done by Bill Martin about 1916.

No record of production is available. In 1957 the Applicants cleaned out the cut and drove the short adit. They reported that about 1,000 pounds of muscovite was recovered and sold as scrap mica to the English Mica Company.

GEOLOGY

A deeply weathered irregular pegmatite dike is poorly exposed in the open cut at the C. B. Medford prospect. This body is about four feet thick where exposed and has a reported length of 40 feet. Slumping W along the walls of the cut has concealed most of the contacts but the Applicants report a maximum thickness of seven feet. The dike apparently strikes northeast and dips southeast. The adit at the south end of the cut is in a deeply weathered feldspathic biotite gneiss that contains thin stringers and lenses of pegmatite.

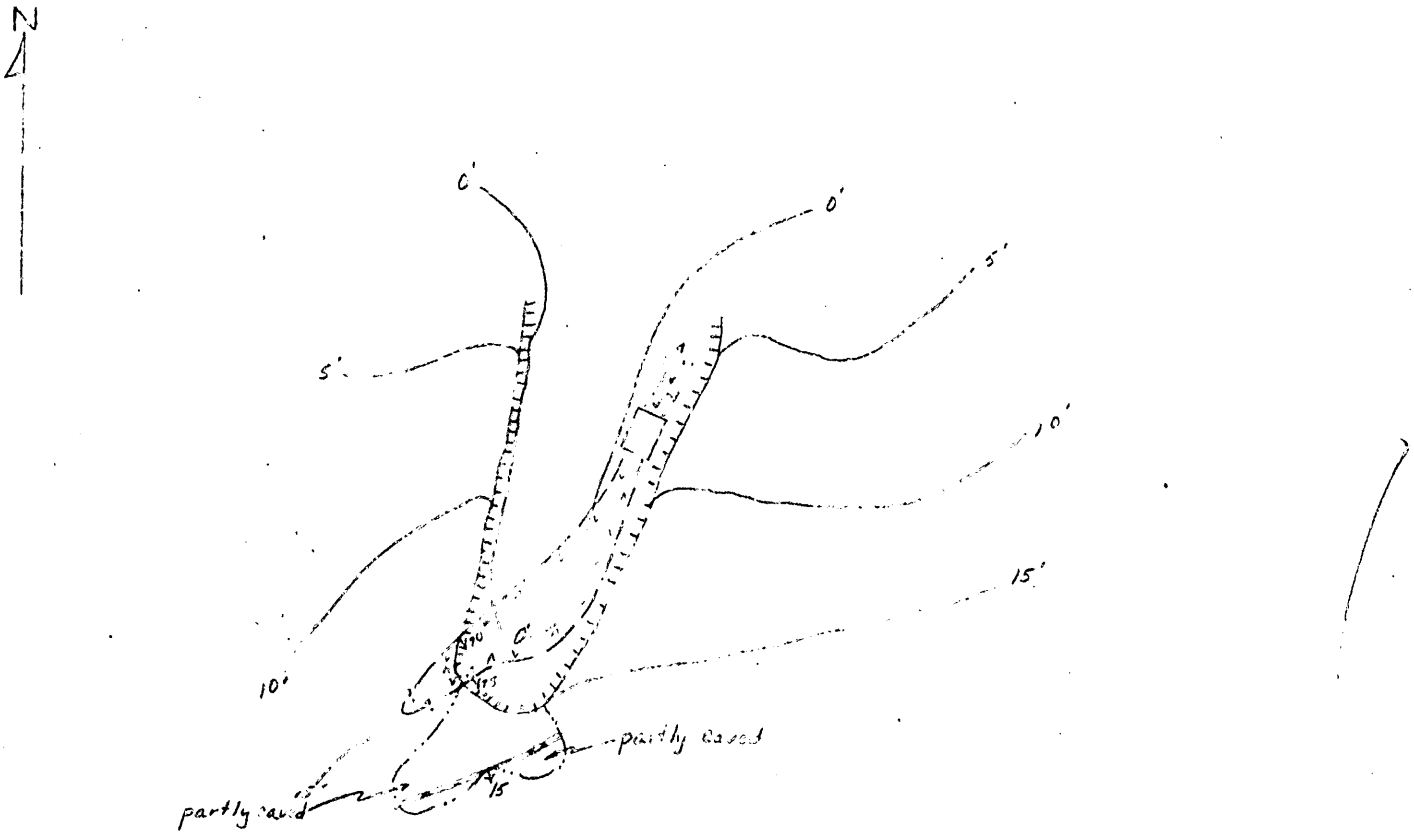
The pegmatite consists of medium-grained plagioclase, quartz P and muscovite with minor amounts of biotite and beryl. Only a few small books of muscovite were found in the pegmatite and on the dump. The mica found was bent, ruled, and reeved. Both vegetable and mineral staining is present. No mica of strategic quality was seen.

RECOMMENDATIONS

We recommend that exploration assistance be denied. Because the pegmatite body is small and contains no muscovite of strategic quality, it is not a geologic target.

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

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



Explanation

pegmatite

approximate contact showing dip

edge of open cut

outline of underground workings

Charles Brinkerhoff Property
Haywood County, North Carolina
DMEA-4931 (mine)

0 10 20 Feet

OFFICIAL FILE COPY
DMEA
RECEIVED MAY 2 1958

DATE	INITIALS	CODE

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
2/13	Houk	600
2/14	Martin	130
2/14	Lamb	130
2/14	Kiilsgaard	130
"	Jones	110
"	Mittendorf	100
2/14	C O	220
		600

FEB 14 1958 600

Messrs. Wid Medford, Charles B. Medford
and George E. Phillips
Route 2
Clyde, North Carolina

Re: Docket No. DMEA-4931-Mica
Wid Medford, Charles B.
Medford, and George E.
Phillips
Charles B. Medford Property
Haywood County, North Carolina

Gentlemen:

Your application for assistance in exploring the subject property has been reviewed by the Division of Nonmetallic Minerals 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 (for)

Administrator

LGHouk:gad 2/12/58
Copy to: Admr. R. File
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
2/13	Houk	600
2/14	Martin	130
"	Johnson	110
"	Rutledge	100
		220

600

FEB 14 1958

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

Re: Docket No. DMEA-4931-Mica
Wid Medford, Charles B. Medford, and George E. Phillips
Charles B. Medford Property
Haywood County, North Carolina

Dear Mr. Laurence:

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

Copies of memoranda dated January 31 and February 10, 1958, by Mr. N. E. Nelson, USGS, and Mr. W. F. Dietrich, USBM, respectively, relating to the project are enclosed. There is also enclosed a copy of the application for the use of the Field Team.

Sincerely yours,

W. S. Martin

ACTING Chairman, Operating Committee (LHB)

Approved:

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

Thor H. Kiilsgaard (LHB)
Member, Geological Survey

Enclosures 5

LGHouk:gad 2/12/58
Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

OFFICIAL FILE COPY
DMEA
RECEIVED FEB 11 1958
CODE
220
600

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

February 10, 1958

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4931 (mica)

Applicant: Wid Medford, George E. Phillips, Charles B. Medford (partnership)

Name and Location of Property: Charles B. Medford Property, Haywood County, North Carolina

Date Application Rec'd. by Br. of Ceramic & Fertilizer Materials: 1/30/58

Comments:

1. Applicants request DMEA assistance to explore a prospect from which they state scrap mica has been produced.
2. It appears that much of the proposed work is rehabilitation in the form of timbering.
3. In section 4(a) work is called tunneling and in 6(a) shafting.
4. The quantity and cost of bulldozing seems excessive.
5. The acreage of 5.003 acres has been calculated for a rectangle with the same perimeter as described; it is 4.28 acres.

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
ROOM 13 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

February 3, 1958

DMEA
RECEIVED
DATE
2/5 C 220
2/5 Hoch 600

Memorandum

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

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

Subject: Wid Medford, et al Application, Chas B. Medford property, Haywood County, N.C. (mica) DMEA-4931.

Please refer to our transmittal memo dated January 28, 1958. The attached MF-205 forms to the subject application, have just been received in this office.

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

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

IN REPLY REFER TO:

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

DMEA
RECEIVED JAN 31 1958

DATE	INITIALS	CODE
1/31	gb	220
2/3	Houk	600

January 31, 1958

Re: DMEA 4931
Wid Medford et al
Chas. B. Medford Property
Haywood County, N. C.
$7,500 - Mica

Memorandum

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

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

Subject: Review of application

The applicants request assistance on a pegmatite credited with the production of scrap mica, but which "from all appearances is a good prospect for ruby mica".

The proposed bulldozing, 10,000 cubic yards, appears to be an inordinate amount for a tract only 200 yards long.

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.

January 30, 1958

Messrs. Wid Medford, Charles B. Medford
and George E. Phillips
Route #2
Clyde, North Carolina

Gentlemen:

Subject: DMEA-4931

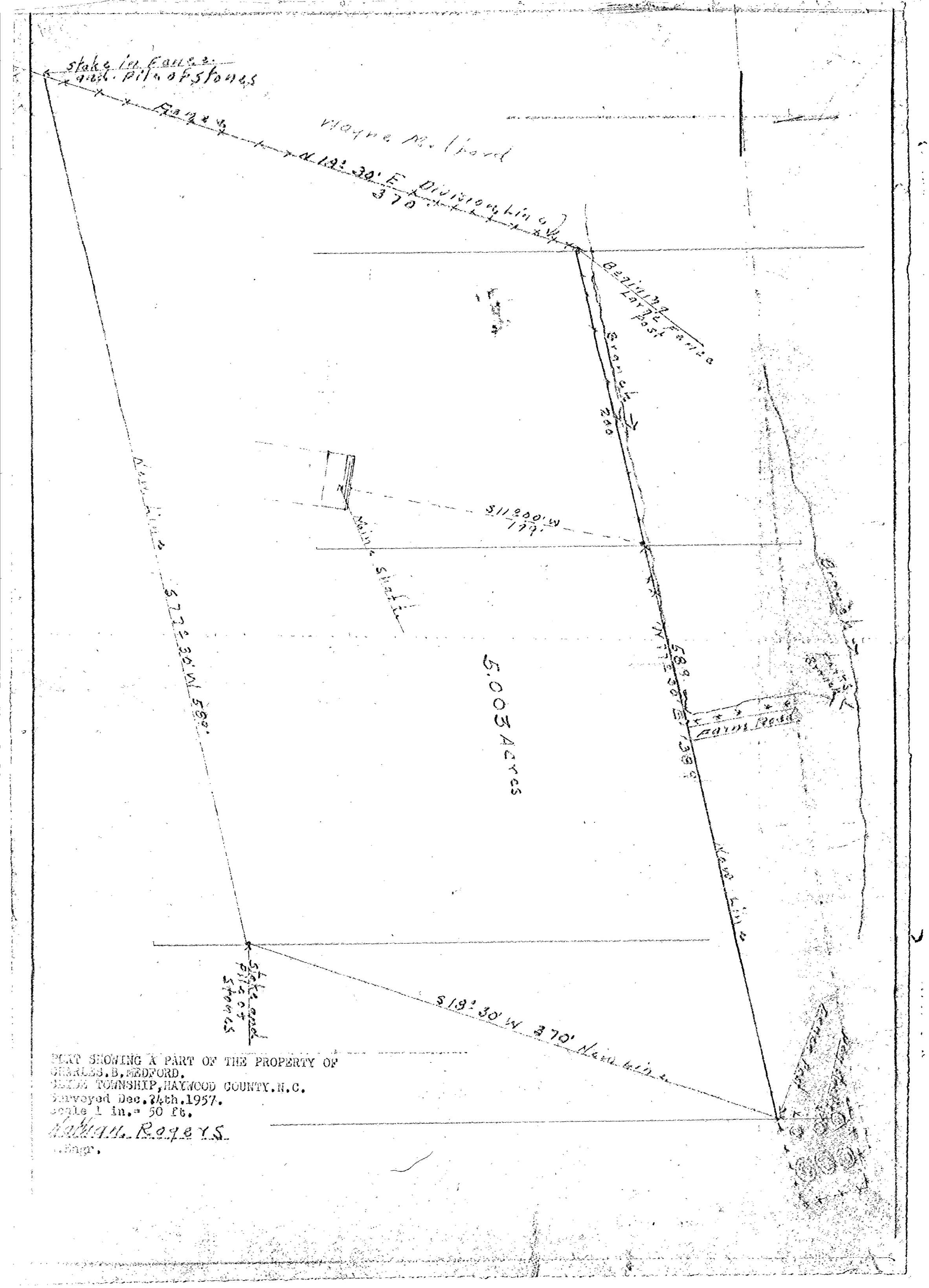
Your application for exploration assistance, dated January 24, 1958 submitted to our office at Knoxville, Tennessee has been assigned Docket Number DMEA-4931 and referred to the Nonmetallic Minerals Division in the Washington office. Kindly identify all future correspondence relating to your application by this Docket Number.

Sincerely yours,

Allen S. Dakan, Director
Operations Control and
Statistics Division

Copy to:

Region V



PLAT SHOWING A PART OF THE PROPERTY OF
CHARLES.B.MEDFORD.
[illegible] TOWNSHIP,HAYWOOD COUNTY.N.C.
Surveyed Dec.24th.1957.
Scale 1 in.= 50 ft.
Nathan Rogers
Engr.