Docket Copy

TERMINATION AGREEMENT

It is agreed this 9th day of August, 1954, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Vance and Odom Mining Company, hereinafter called the "Operator," parties to that certain Exploration Project Contract Idm-E663 (Docket No. DMEA-3222), dated March 12, 1954, hereinafter called the "Contract," that:

1. Effective July 1, 1954, the Contract and all obligations of the parties thereunder, except as otherwise herein expressly provided, shall be and are hereby terminated.

2. The Government shall contribute only to the fixed unit costs of work performed prior to said effective date.

3. Any work or operations prosecuted or costs incurred by the Operator beginning with said effective date, except as otherwise provided in this termination agreement, shall be for the sole account of the Operator without contribution by the Government.

4. The Operator shall promptly perform all winding-up and settlement actions provided for in the Contract, including the rendering of the final report and final account.

5. All rights of the Government provided for in the Contract with respect to a certification of discovery or development and a percentage royalty and lien for its payment are preserved.

6. The Operator hereby releases and agrees to save the Government harmless from all claims or demands under or arising out of said Contract, except as otherwise provided in this termination agreement.

IN WITNESS WHEREOF, these parties have executed this agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

By W. A. Beck
Acting Executive Officer, DMEA
Field Team, Region VII

VANCE AND ODOM
MINING COMPANY

By Sam W. Vance

Sam H. Odom

Return
Chron
File
Chrono
Drawer
Selfridge

MF-200 (A)
(February 1952)

Department of the Interior
Bureau of Mines
RECEIVED
MAY 29 1954

DOCKET NO. DMEA 3222

COMMODITY Mica

IDM - E 663
Docket Copy

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

EXPLORATION PROJECT CONTRACT[1]
(Short Form)

IT IS AGREED this 12 day of March, 1954, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] Sam K. Vance and Sam H. Odom, doing business as Vance and Odom Mining Company Plumtree, North Carolina

hereinafter called the "Operator," as follows: and as set forth in Annexes I and II attached hereto and made a part hereof.

ARTICLE 1. *Authority for contract.*—This agreement is entered into under the authority of the Defense Production Act of 1950, as amended, pursuant to DMEA Order 1 entitled "Government Aid in Defense Exploration Projects."

ARTICLE 2. *Operator's property rights.*—With respect to that certain land situated in the State of North Carolina, County of Avery, described as ~~follows:~~[3] set forth in Annex I.

the Operator represents and undertakes:[4]

(*a*) ~~That the Operator is the owner in possession and entitled to possession, and that the property is subject only to the following liens, encumbrances, and claims, which the subordination agreement of the holder is attached:~~

(*b*) That the Operator is a lessee, in possession and entitled to possession, and the Owner's Consent to Lien is attached.

The Operator shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of the exploration project without any allowance for the use, rental value, depreciation, depletion, or other cost of acquiring, owning, or holding possession thereof.

ARTICLE 3. *Exploration project.*—The Operator, within Sixty (60) days from the date of this contract shall commence work on a project of exploration for[5] Mica

in or upon the described land; and shall bring the project to completion within a period Seven (7) months from the date of this contract. The work to be performed is more fully described in Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, are made a part of this contract. The Government will contribute to the cost of this work as hereafter provided. The work shall be performed by the Operator or by independent contractor or contractors efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for workmen's compensation and employers' liability insurance, with suitable and adequate equipment, materials, and labor, to bring the project to completion within the time fixed. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

ARTICLE 4. *Costs of the project.*—The agreed, estimated costs of performing the work, expressed in terms of units of work to be performed (per foot of drifting, per foot of drilling, per cubic yard of material to be moved, etc.) are set forth in Exhibit "A," attached hereto. The Government will pay 75 percent of these agreed, estimated costs, as they accrue, for units of work actually performed that conform with the description or specifications for the work set forth in this contract, in an aggregate total amount not in excess of $4,698.75, which is 75 percent of 6,265.00, the agreed, estimated total cost of the project in which the Government will participate: *Provided,* That until the Operator's final report and final accounting have been rendered to the Government and any final check or auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract. The Government may, as it sees fit, make payments direct to the Operator's independent contractors, if any, for the account of the Operator, rather than to the Operator.

ARTICLE 5. *Reports, accounts, audits.*—(*a*) *Progress reports.* The Operator shall provide the Government with monthly reports of units of work performed under the contract, in quintuplicate (five copies), upon forms provided by the Government. These progress reports shall be certified by the Operator, and shall constitute both the Operator's invoice of units of work performed on the project during the period covered by the report and his voucher for repayment by the Government, unless the Government requires the use of a standard voucher form with invoice attached. Progress reports shall include surface and/or underground engineering-geological maps or sketches showing the progress of the exploration, with assay-reports on samples taken concurrently with the advance in mineralized ground.

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] State name, address, and nature of organization if any.
[3] Give legal description or enough to identify the property, particularly excluding any land or interest therein to which the Government's lien is not to attach or the production from which is not to be subject to the Government's percentage royalty.
[4] Strike out the provision not applicable.
[5] Name of mineral or minerals.

(*b*) *Final report.*—Upon completion of the exploration work or termination of the contract the Operator shall provide the Government with an adequate geological and engineering report, in quintuplicate (five copies), including an estimate of ore reserves resulting from the exploration work.

(*c*) *Compliance with requirements.*—If, in the opinion of the Government, any of the Operator's reports are insufficient or incomplete, the Government may procure the making or completion of such reports and attachments as an expense of the exploration work; and the Government may withhold approval and payment of any vouchers depending upon insufficient or incomplete reports.

(*d*) *Accounts and audits.*—The Operator shall keep suitable records and accounts of the units of work performed, which the Government may inspect and audit at any time. The Government may at any time require a check of the work performed and an audit of the Operator's records and accounts, by a certified public accountant or otherwise, the cost thereof to be treated as a cost of the project. The Operator shall keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract. Upon the completion of the project or termination of the contract the Operator shall render a final account and statement of work performed to accompany his final report.

ARTICLE 6. *Repayment by Operator.*—(*a*) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than 6 months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) percent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) percent of any such net amounts, plus one-half (½) percent of such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such net amounts.

(For instance: The percentage royalty on a net amount of five dollars ($5.00) per ton, would be one and one-half (1½) percent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) percent.)

(*b*) As here used, "net smelter returns," "net concentrator returns," and "other net amounts realized from the sale or other disposition," mean gross revenue from sales, or if not sold, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be the gross income from mining operations for percentage depletion purposes in income-tax determination.

(*c*) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(*d*) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

See Annex II, substituted for Article 6

ARTICLE 7. *Assignment, transfer, or loss of Operator's interest.*—Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder. The Operator shall not make any voluntary nor permit any involuntary transfer or conveyance of the Operator's rights in the land described in Article 2, without making suitable provision for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof; *Provided*, that mere failure by the Operator to maintain the Operator's rights in the land, without any consideration running to the Operator other than relief from the cost of maintaining such rights (as by surrender of a leasehold, failure to perform assessment work, or failure to exercise an option), coupled with complete abandonment by the Operator of all interest in or operations on the land for a period of 10 years from the date of this contract, shall not constitute such a transfer or conveyance. Should the Operator make or permit any transfer or conveyance in violation of this provision, the Operator shall be and remain liable for payment to the Government of the same amounts, at the same times, as would have been paid under the terms of the percentage royalty on production. If for any reason the net smelter returns, net concentrator returns, or other net amounts realized from the sale or other disposition of such production are not available as a means of measuring the amount of the Operator's liability, the amount thereof shall be estimated as well as may be, and in the event of dispute as to such estimates, the determination thereof by the Administrator of Defense Minerals Exploration Administration or by his successor shall be final and binding upon the Operator.

ARTICLE 8. *Termination and completion.*—The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if, in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worth while discovery and in the opinion of the Government further operations are not justified.

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

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By C. D. Mitchenoy
Acting Administrator, Defense Minerals Exploration Administration

VANCE AND ODOM MINING COMPANY
(Operator)

By Sam Vance (Partner)

By Sam H Odom (Partner)

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

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE 16—66329-1

EXPLORATION PROJECT CONTRACT
VANCE AND ODOM MINING COMPANY
DOCKET NO. DMEA-3R2R

ANNEX I

The land referred to in Article 2 of the contract form is known as the Gardner Mine (Prospect) and was leased for mining purposes to Sam K. Vance and Sam H. Odom, doing business as Vance and Odom Mining Company, for a period of ten years by D. T. Vance, by an instrument dated November 20, 1953, and recorded in Book No. 50, Page No. 25, official records of Avery County, North Carolina. It is located on the west side of a south-trending spur of Little Buck Hill 7,000 airline feet south of Plumtree, Avery County, North Carolina, and is bounded as follows:

"Beginning on 12" locust; thence N. 35° W. 225 feet to 24" chestnut oak; thence N. 30° E. 300 feet to 6" white oak; thence N. 72° E. 225 feet to 24" red oak; thence S. 40° E. 150 feet to a stake; thence S. 20° E. 150 feet to a stake; thence S. 55° W. 450 feet to the beginning, containing approximately 3-4/10 acres."

EXPLORATION PROJECT CONTRACT
VINCE AND ODOM MINING COMPANY
DOCKET NO. DMEA-3222

ANNEX II

Business Mgmt. Rec. 29 1954

The following provisions are in lieu of Article 6:

Repayment by Operator.--a. Certification.--If at any time the Government considers that a discovery or development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the final report and final account, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

b. Percentage royalty.--The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land described in Article 2,--(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 of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years (or other period fixed by this contract) from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of the net smelter returns, the net concentrator returns, or other amounts realized from the sale or other disposition of any such production (including any bonuses, premiums, allowances, or other benefits), in whatever form disposed of, including ore, concentrates, or metal, as follows:

(a) One and one-half ($1\frac{1}{2}$) percent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(b) One and one-half ($1\frac{1}{2}$) percent of any such net amounts, plus one-half ($\frac{1}{2}$) percent of such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such net amounts.

(For instance: the percentage royalty on a net amount of five dollars ($5.00) per ton, would be one and one-half ($1\frac{1}{2}$) percent; on a net amount of ten dollars ($10.00) per ton, three and one-half ($3\frac{1}{2}$) percent.)

c. Definitions.--As here used, "net smelter returns", "net concentrator returns", and "other amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

d. Lien for Payment.--To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

e. Notice to Purchasers.--The Operator shall notify any purchaser of the production of the Government's royalty interest, and shall authorize and direct the purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets; but failure or refusal by the purchaser to comply shall not relieve the Operator of liability to pay any royalty falling due.

f. No Obligation to Produce.--This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

EXPLORATION PROJECT CONTRACT
VANCE AND ODOM MINING COMPANY
DOCKET NO. DMEA-3222

EXHIBIT "A"

Description of the Work

Exploration for concentrations of strategic mica shall be accomplished in the area indicated on the attached map entitled "Sketch of Gardner Prospect, Avery Co., N. C., DMEA-3222 (mica)." The work shall be done in two stages, as follows:

Stage I

1. Brush out approximately 2,500 feet of access road.

2. Cut a trench (with D-8 bulldozer or equivalent), 125 feet long and 30 feet wide, and having an uphill face not less than 15 feet.

Stage II

1. Construct: a toolhouse, 10 feet by 12 feet; a powder magazine, and an exploder magazine.

2. Drive 150 feet of incline and/or drift on the pegmatite, with a cross section of not less than 5 feet by 7 feet in the clear.

Stage II shall be undertaken only after prior approval of the Government. The location, inclination, direction, and extent of all work is subject to the approval of the Government.

Agreed Unit Costs

Brushing out 2,500 feet of access road 1/	$ 200.00
Cutting trench 1/	540.00
Constructing--Toolhouse 1/	200.00
Powder magazine 1/	50.00
Exploder magazine 1/	25.00

1/ The completed work constitutes the unit.

Driving 150 feet of incline and/or drift @ $35.00/ft.	$5,250.00
Agreed Estimated Total Cost of Project	$6,265.00
Government Participation @ 75%	$4,698.75

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

Department of Defense Minerals
MAR 29 1954

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of North Carolina, County of Avery, described as follows:1/

Beginning on 12" locust;thence N. 35 degrees W 225 feet to 24" chestnut oak; thence N. 39 degrees E 300 feet to 6" white oak; thence N. 72 degrees East 225 feet to 24" red oak; thence S. 40 degrees E 150 feet to a stake; thence S. 55 degrees W. 450feet to the beginning, containing approximately 3-4/10 Acres

which is the subject of a proposed exploration project contract, hereinafter called the "contract", between the United States of America, hereinafter called the "Government", and

2/ ~~E.C.Xxxxxxy~~ Sam K Vance and Sam H. Odom

OR Vance & Odom Mining Company

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production (as set forth on the reverse side hereof) and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract, or any amendment thereof, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof, there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom, until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

4. Changes and added provisions _____

Dated this 16 day of Mar, 195 4.

E C Gray [Seal]

_____ [Seal]

_____ [Seal]

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

2/ Insert the name of the Operator as it will appear in the exploration project contract.

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

Repayment by Operator.--a. Certification.--If at any time the Government considers that a discovery or development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the final report and final account, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

b. Percentage royalty.--The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land described in Article 2,--(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 of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years (or other period fixed by the contract) from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, as follows:

(a) One and one-half (1½) percent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(b) One and one-half (1½) percent of any such net amounts, plus one-half (½) percent of such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such net amounts.

(For instance: the percentage royalty on a net amount of five dollars ($5.00) per ton, would be one and one-half (1½) percent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) percent.)

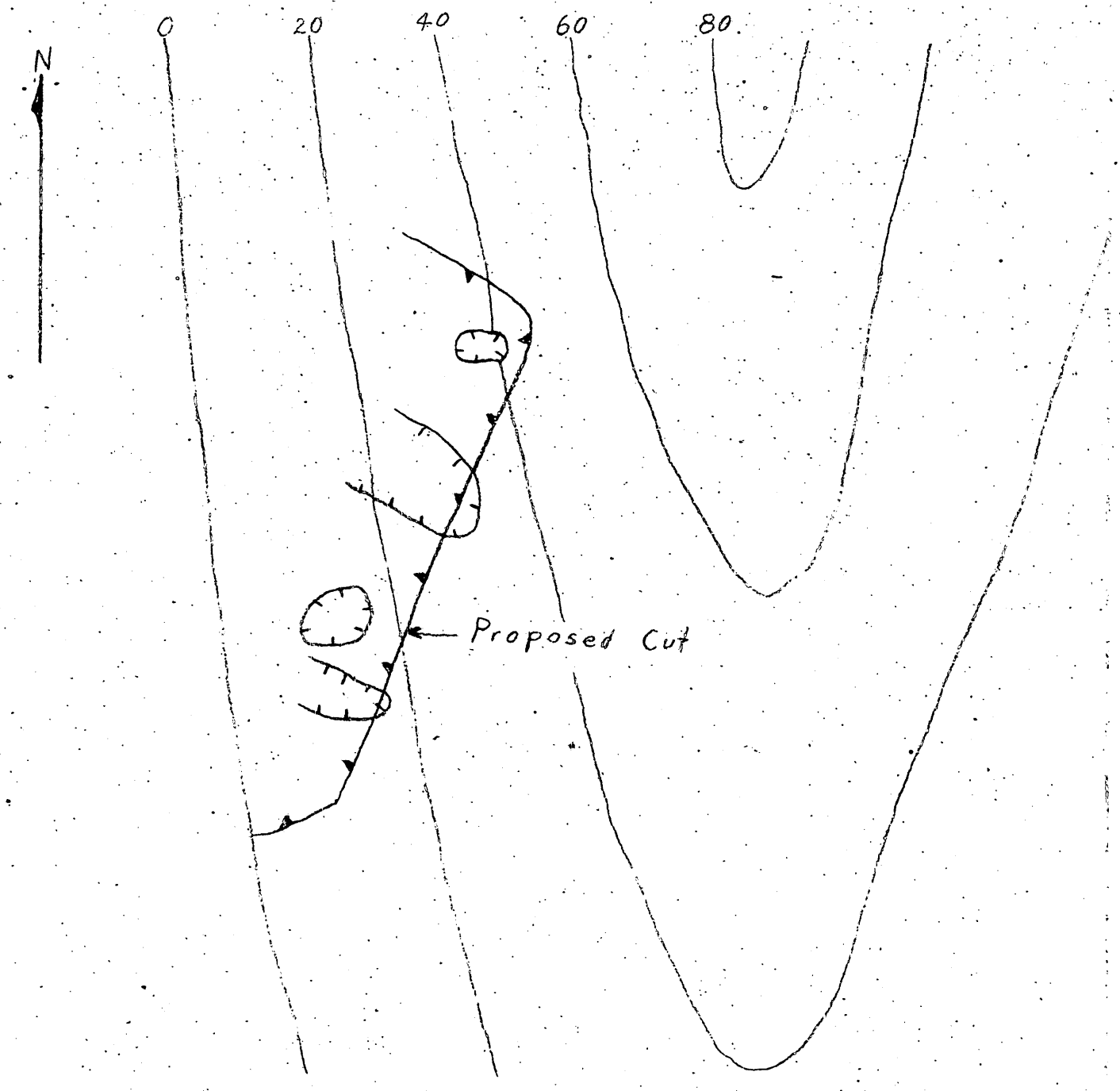
c. Definitions.--As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

d. Lien for Payment.--To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

e. Notice to Purchasers.--The Operator shall notify any purchaser of the production of the Government's royalty interest, and shall authorize and direct the purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets; but failure or refusal by the purchaser to comply shall not relieve the Operator of liability to pay any royalty falling due.

f. No Obligation to Produce.--This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Interior--Duplicating Section, Washington, D. C. 47318



Sketch of
Gardner Prospect
Avery Co., N. C.

0 40' 80'
Scale

DMEA-3222 (mica)

DEFENSE MINERALS ADMIN. CONTROLLED DOCUMENT

DMEA-3222
12-10-53

MF-103 to:

USBM, USGS, REGION AND DOCKET 12-10-53

To: 600	Date 12-10-53
To: Anderson	Date
To: Code 600	Date 18\14\53
To: Oper. Com.	Date 1-4-54
To: Code 600	Date 1\5\54
600	2-18-54
Oper Com	3- -54

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

Project Summary Report

By: James Hopkins September 23, 1954

1. Docket No. DMEA-3222 - Mica
Contract No. Idm-E663
Gardner Prospect
Avery County, North Carolina

Operator: Vance and Odom Mining Company
Plumtree, North Carolina

Operator's property rights:
Lease for ten years, dated November 20, 1953.
Owner's Consent to Lien, dated March 16, 1954.

2. Contract - dated March 12, 1954.

Work authorized:

Stage I:	
Brush out 2,500 ft. access road	$200.00
Bulldoze trench 125 ft. X 30 ft.	540.00
Total Stage I.	$740.00
Stage II:	
Construct tool house	$200.00
Construct Powder magazine	50.00
Construct Exploder magazine	25.00
Drive 150 ft. of incline and/or drift @ $35.00/ft.	5,250.00
Total cost of Stage II.	$5,525.00
Total cost of project	$6,265.00
Government participation @ 75%	$4,698.75

Amendments: None.

Work completed:

Access road	$200.00
Trenching	540.00
Tool house	200.00
Powder house	50.00
Exploder magazine	25.00
136 ft. drifts @ $35.00/ft.	4,760.00
Total	$5,775.00
Government participation @ 75%	$4,331.25

Work began April 1, 1954, and was completed on June 30, 1954. Field Team Final Report dated August 19, 1954. Operator's Final Report received August 20, 1954.

3. Audit: Report of Review, dated September 2, 1954 (no exceptions)

Total accepted cost	$5,775.00
Government participation 75%	4,331.25

4. Certification of discovery: No issued. Contract was terminated by mutual agreement August 9, 1954.

5. Comments: Work was done efficiently and according to good mining practice.

Operation - was good and narrative reports were adequate and satisfactory.

Geological premise: The project was established to explore a pegmatite that had been previously worked and produced a good grade of mica. Dump material near old caved openings indicated that the mica had been obtained from a medium coarse pegmatite. The mica appeared to be of strategic quality and from the distribution of old works, the pegmatite might have been of considerable extent.

Geological criteria on which work was based:

1. Strategic quality mica found in dumps of old works.
2. The pegmatite appeared to be enclosed in a soft weathered biotite gneiss and dipping at a low angle.

Criteria developed during project:

1. The three adits and open-cut disclosed a conformable pegmatite 1 - 12 feet thick which pinches and swells both along the strike and dip.
2. The pegmatite and the country rock are partially weathered.
3. The pegmatite showed no apparent zoning.

Future possibilities: Very remote. Because the pegmatite yielded mica that was too small to be of any value for sheet. The value of mica produced during the exploration work was $222.76.

Recommendations: The Nonmetallic Minerals Division concurs with the Field Team that a certification of discovery should not be issued nor is any additional exploratory work warranted. The Commodity Divisions of the Geological Survey and the Bureau of Mines concur in the recommendation.

Docket Copy
Surname:

Hopkins
Houk
Hoffhurd
Chambers
Johnson

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

SEP 30 1954

Vance and Olon Mining Company
C/o Mr. Sam I. Vance
Bluntree, North Carolina

INTERIOR LIBRARY
SEP 23 1954
SOLICITOR

Re: Docket No. DMEA-3222 - Mica
Gardner Prospect
Avery County, North Carolina
Contract No. Ldm-E663

Gentlemen:

We are pleased to advise you that your performance of exploration work under the subject contract has been acceptable to the Government, and the account relating thereto has been closed. The final audit of the Contract Administration and Audit Division shows:

Total claimed for units of work performed	$5,775.00
Total Government contribution at 75 percent	$4,331.25

Your attention is called to the provision of the contract which requires you to keep and preserve your records and accounts of this transaction for a period of three years for possible future reference.

We sincerely regret that the work performed did not result in a certification of discovery or development under the provisions of the exploration contract. In the absence of such certification, the Government retains no claim or lien against the property or royalty on any production made after the date of this letter.

The Government thanks you for your interest and participation in the exploration program of the Defense Minerals Exploration Administration.

Sincerely yours,

Frank E. Johnson (fw)

ACTING Administrator

Copy to: Mr. David T. Vance (Attached to Field Team copy for forwarding)
Mr. E. C. Guy " " " " "

JHopkins:gad 9/23/54

Copy to: Admr. R. File
Docket
Field Team, Region VII
Mr. Chambers
Mr. Houk
Mr. Kiilsgaard, 5227
Mr. Dietrich, 3061

R.C.S.

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

September 7, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA-3222 (mica)

Applicant: Vance and Odom Mining Company

Name and Location of Property: Gardner Mine
Avery County, North Carolina

Contract Number: Idm-E663

Date of Field Team Final Report: August 19, 1954

Date Rec'd. by Ceramic & Fertilizer Mtls. Br.: August 30, 1954

Field Team Recommendation:

1. No certification of discovery or development.

Comments:

1. Work which began April 1, 1954 and ended June 30 consisted of bulldozing and construction of three adits.
2. No significant quantity of strategic mica was recovered.
3. Expenditures -

Total approved	$6,265.00
Total cost	5,775.00
Gov't. share	4,331.25
Value during DMEA exploration	222.76

Recommendation

I concur in the field team's recommendation to deny certification.

Donald R Irving

Donald R. Irving

IN REPLY REFER TO:

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

August 26, 1954

Memorandum

REVIEW OF FINAL FIELD TEAM REPORT ON APPLICATION DMEA-3222 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: E. L. Newcomb, U. S. Geological Survey
Applicant: Vance & Odom Mining Company
Name of property: Gardner Mine
Location of property: 1.2 mi. S. of Plumtree, Avery Co., N. C.
Date of Field Team Report: August 19, 1954
Authorship of Field Team Report: K. H. Teague, D. H. Amos, and L. E. Shirley.
Field Team's recommendation: No certification of a discovery.
Comments: I concur with Field Team's recommendation.

E. L. Newcomb
E. L. Newcomb

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

August 19, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region VII

Subject: DMEA-3222, Idm-E663 (mica) Final Report. Gardner Mine. Vance & Odom Mining Co. Plymtree, N. C.

Enclosed are four copies of the final report on the subject contract, which has been terminated by mutual consent.

We recommend that certification should not be issued.

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

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

Reviewed by
DMEA OPERATING COMMITTEE
8-27-54
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT
ON

DMEA-3222, ARDNER MINE
Avery County, N. C.

(mica)

By

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

and

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

August 13, 1954

Reviewed by
DMEA OPERATING COMMITTEE
8-27-54
(date)

FINAL REPORT
On
DMEA-3222, GARDNER PROSPECT
Idm-E 663 (mica)

Operator: Vance & Odom Mining Company, Plumtree, North Carolina

The Gardner Prospect is on the west side of a south-trending spur of Little Buck Hill, 7,000 feet due south of Plumtree, Avery County, N.C.

Work completed under the contract consisted of constructing a toolhouse, two magazines, "brushing-out" an access road, bulldozing a trench 200' x 50' x 20' deep and driving 136 feet of adit. Most of the mica discovered was too small for sheet mica and was of inferior quality; thus, the contract was terminated by mutual agreement effective July 1, 1954. As no significant quantity of strategic mica was discovered, no certification of discovery should be issued nor is additional exploratory work warranted.

Work began April 1, 1954 and was completed June 30, 1954. About 2,500 feet of access road was "brushed-out"; a toolhouse, powder magazine and exploder magazine constructed; and a northwest-trending trench 200' x 30' x 20' deep on the uphill side was bulldozed. Three adits totalling 136 linear feet were driven in pegmatite from the uphill side of the cut and were timbered. They are (1) from near the center of the cut 29 feet in an N. 55° E. direction, (2) from 40 feet southeast of adit (1) 70 feet to the southeast, and (3) from 50 feet northwest of adit (1) 37 feet in a N. 45° E. direction.

A conformable pegmatite 1 - 12 feet thick which pinches and swells both along strike and dip is exposed in the cut and adits. Its attitude varies rapidly in short distances, but generally striking northwest and dipping at low angles both to the northeast and southwest. Both pegmatite and the country rock, biotite gneiss, are partially weathered. The pegmatite shows no apparent zoning and consists of perthite, quartz, plagioclase, muscovite and biotite.

Adit (1) was abandoned for safety reasons when the pegmatite started to climb steeply toward the surface. A minor amount of mica of strategic quality was recovered from this adit. In adit (2) the pegmatite thickened southeastward, being in excess of 7 feet thick the last 20 feet. As all of the mica discovered in this adit was too small to be of any value for sheet, further work was stopped by the field examiners. The body thins in adit (3) to the northeast being only about 1 foot thick in the head of the drift.

Reviewed by
DMEA OPERATING COMMITTEE

8-27-54
(Date)

Expenditures:

(a)	Total approved	$6,265.00
(b)	Total cost of project	5,775.00
(c)	Government's share of cost	4,331.25
(d)	Government's share unexpended	367.50
(e)	Value of production during opr.	~~None~~ 222.76

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

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

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

August 18, 1954

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

INTERIOR DEPT.
AUG 24 1954
SOLICITOR

August 18, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region VII

Subject: DMEA-3222, Idm-E 663, Vance and Odom Mining Co. (mica) Termination Agreement, and final engineering and geological report.

Transmitted are three signed copies of the termination agreement on the subject contract; also four copies of the Operator's final Engineering and Geological Report on the subject contract. The usual distribution of the other copies has been made by this office.

Robert A. Laurence

Robert A. Laurence

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August 16, 1954

FINAL REPORT ON WORK AT GARDNER MINE, AVERY COUNTY, NORTH CAR.

DMEA- 3222 IDM-E 663 (Mica)

Exploration was begun at the Gardner Mine April 1, 1954, terminated June 30, 1954.

During the month of April bulldozing was completed, 7292 cu ft and 27 ft of drifting was completed.

During the month of May 43 feet of drifting was completed.

During June 66 ft of drifting was completed, making a total of 136 feet.

The exploration produced:

12.68 Lbs sold to Government	$205.51
101 lbs punch	12.12
308 lbs Scrap	5.13

COPY

zm

C
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August 16, 1954

FINAL REPORT ON WORK AT GARDNER MINE, AVERY COUNTY, NORTH CAR.

DMEA- 3222 IDM-E 663 (Mica)

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12.68 Lbs sold to Government	$205.51
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308 lbs Scrap	5.13

COPY

zm

August 16, 1954

FINAL REPORT ON WORK AT GARDNER MINE AVERY CO. NORTH CAR.
DMEA - 3222 IDM-E663(Mica)

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During the month of April bulldozing was compmleted , 7292 cu ft and 27 feet of drifting was completed.

During the month of May 43 feet of drifting was completed.

During June 66 ft of drifting was completed, making a total of 136 feet.

The exploration produced

12.68 Lbs sold to Government	$205.51
101 Lbs Punch	12.12
380 Lbs Scrap	5.13
	Pm.76

Docket File
Surname:
Houk
Chapman
Selfridge
Whitendorf

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

AUG 5 1954

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

Subject: Docket No. DMEA-3222 - Mica
Vance and Olon Mining Company
Gardner Prospect
Avery County, North Carolina
Contract No. Idm-E663

Dear Mr. Laurence:

Reference is made to your memorandum of July 9, 1954, recommending that the subject contract be terminated, and no certification is anticipated.

We concur in your recommendation for termination of the contract. The Office of the Acting Assistant Solicitor, Defense Minerals, has prepared the enclosed termination notice which is to be executed in the field.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (JHB)

Approved:

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

Philip W. Guild (JHB)
Member, Geological Survey

Enclosures 6

LGHouk:gad 7/30/54
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Dietrich, 3061
Mr. Larrabee, 5216
Mr. Houk

R.C.G.

IN REPLY REFER TO:
G-MD-CNM

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

July 26, 1954

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA 3222 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: Vance & Odom Mining Company
Name of property: Gardner Prospect
Location of property: Plumtree, North Carolina
Date of Field Team report: July 1, 1954
Authorship of Field Team Report: L. E. Shirley, K. H. Teague, and D. H. Amos.
Field Team's recommendation: 1 - No additional exploration.
2 - Termination of contract.
Comments: Poor showing of mica.
ACTION RECOMMENDED: Follow Field Team's recommendation.

D. M. Larrabee

D. M. Larrabee

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

July 19, 1954

Memorandum

To: Operating Committee, DMEA- Washington

From: Field Team, DMEA - Region VII

Subject: DMEA-3222, Idm-E 663 (mica) Vance & Odom Mining Co. N. C.
Gardner Prospect, Plumtree, N. C.

Enclosed herewith are 4 copies of the latest interim report on the subject exploration contract.

We agree with the examiners' recommendation that the remaining 14 feet of level work should not be done. The Operator also agrees to this. Therefore, we are considering this project as complete, and with 136 out of 150 feet of level work done, it appears that a termination agreement is not needed.

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

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

INTERIM REPORT

BMEA-3222 Idm-E663 (mica) GARDNER MINE

OPERATOR: Vance & Odom Mining Company, Plumtree, N. C.

LOCATION: On the west side of a south trending spur of Little Buck Hill, 7000 ft. (airline) due south of Plumtree, Avery Coounty, N. C.

Drifting has been in progress on this contract up to the time of this visit. Due to the poor showing of mica bearing pegmatite the examiners recommend that no additional exploration be performed under contract.

Three exploratory adits were driven for a total distance of 136 feet and are listed in the order of work performed.

Adit #1 - A drift was driven for 29' in pegmatite in a N 55° E direction. Work was stopped when the body began climbing steeply to the northeast. Some strategic mica was recovered from this work.

Adit #2 - is located about 25 feet southeast of Adit #1. A drift was driven for 70 feet and the direction varied from S 55° E to S 18° E. The body was rather barren of mica content except for the first few feet which yielded several medium sized blocks of strategic mica. An occasional small block was recovered from time to time in remaining work.

Adit #3 - is located 49 feet northwest of Adit #1. A drift was driven for 37 feet in a N 45° W direction and work was stopped because of the barren pegmatite encountered. The present face shows from top to bottom: 2 feet of weathered mica schist, 1 foot of pegmatite, 4 feet of schist followed by 0.5 feet of pegmatite in the floor. Scant mica production was made from this work.

All of the pegmatite cut was composed of kaolinized feldspar, quartz, green muscovite mica, and biotite mica. About one small sale of

processed mica can be made from total production. The foreman stated that 7 lbs. of processed mica was on hand and an unknown small quantity of block mica remains to be worked.

The examiners believe that this prospect has been given sufficient exploration and we recommend that the remaining 14 feet of drift not be completed. The operators conducted the exploration in an efficient manner and cooperated fully with the examiners. All adits were well timbered with stulls and solid top lagging and should remain open for any attempted additional work for many years to come.

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

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

July 1, 1954

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

July 9, 1954

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: DMEA-3222, Idm-E 663 (mica) Vance & Odom Mining Co.
Plumtree, N. C. Gardner Mine, Avery County, N. C.

At the end of June, 136 feet of an approved total of 150 feet of drifting had been accomplished under this contract.

Although the workings were still in pegmatite, there had been no mica of strategic size and quality, and it had become obvious that the remaining 14 feet would not result in a discovery. Therefore, both the Operator and the Field Examiners recommend termination. Recommendation for certification is not anticipated.

Permission is requested to terminate this contract, by mutual consent.

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

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

July 9, 1954

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: DMEA-3222, Idm-E 663 (mica) Vance & Odom Mining Co.
Plumtree, N. C. Gardner Mine, Avery County, N. C.

At the end of June, 136 feet of an approved total of 150 feet of drifting had been accomplished under this contract.

Although the workings were still in pegmatite, there had been no mica of strategic size and quality, and it had become obvious that the remaining 14 feet would not result in a discovery. Therefore, both the Operator and the Field Examiners recommend termination. Recommendation for certification is not anticipated.

Permission is requested to terminate this contract, by mutual consent.

Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION VII

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

FAL/zm
cc:
Beck
Lynch
Div. File
Files

MF-500

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

REFERENCE SLIP

DATE 7/12

REFERRED TO:

1. ~~H. Berry~~ R4631
2. ~~[illegible]~~ R4637
3. Mr Jones
4.

FOR:

- ____ Action
- ____ Approval
- ____ Comment
- ____ Conference
- ____ Consideration
- ____ Filing
- ____ Instructions
- ____ Investigation
- ____ Initials
- ____ Mailing
- ____ Previous correspondence
- ____ Recommendation
- ____ Record of ____
- ____ Referring to ____
- ____ Reply for signature of ____
- ____ Rewriting
- ____ Signature
- ____ Suggestions
- ____ Your information

REMARKS: Original returned to MAR
HB
Please: Send permission to [illegible]

Check (X) before the items needing attention.

ROBERT E. ADAMS

Initials of sender.

GPO 16—63815-1

INTERIM REPORT
On
DMEA-3222, Idm-E 663 (mica)

GARDNER MINE

Operator: Vance and Odom Mining Co., Plumtree, North Carolina

Location: On the west side of a south trending spur of Little Buck Hill, 7000 feet (airline) due south of Plumtree, N. C.

The second adit has been advanced to the southeast for a total of 70 feet; the last 33 feet being in a S18° E direction. Pegmatite at and near the heading is in excess of 7 feet thick and consists of semi-weathered feldspar, quartz, and muscovite of scrap size. The mica is evenly distributed throughout the pegmatite.

The operator was advised by the Field Examiners to discontinue work in this adit and to use the remaining footage on the contract in driving a new adit to the northeast from a point about 75 feet northwest of the second adit.

Exam. date: June 17, 1954

K. H. Teague D. H. Amos

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

INTERIM REPORT

DMEA-3222 Idm-E663 (mica) GARDNER MINE

OPERATOR: Vance and Odom Mining Company, Plumtree, North Carolina.

LOCATION: On the west side of a south trending spur of Little Buck Hill, 7000 ft. (airline) due south of Plumtree, Avery Co., North Carolina.

Drifting continues to the southeast in the new adit and is now at 41 feet; combination drifts total 70 feet. No change in the target is anticipated and drifting will continue in the same general direction. No change was noted in the material and some block mica has been recovered. The foreman was advised to keep the drift cross-section in pegmatite where possible by bearing more to the south with future headings. Progress on this contract is satisfactory.

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

K. H. Teague Dewey H. Amos
K. H. Teague & Dewey H. Amos, Geologists
U. S. Geological Survey

June 3, 1954

INTERIM REPORT

DMEA-3222 Idm-E663 (mica) GARDNER MINE

OPERATOR: Vance and Odom Mining Company, Plumtree, N. C.

LOCATION: On the west side of a south trending spur of Little Buck Hill 7000 feet (airline) due south of Plumtree, Avery County, N. C.

Drifting continues on this contract and now totals 42.5 feet. No change in the target is anticipated, but the approach has been altered slightly.

The original drift was driven for 29 feet in a N 55° E direction at which point the pegmatite began climbing rather steeply (20°) to the northeast. Due to the extremely weathered conditions of the country rock, a new adit was begun, on the same side of the cut in exposed pegmatite, to the southeast. This drift has been driven about 13.5 feet in a S 60° E direction and some fair quality mica has been recovered. The body plunges about 10° to the southeast in this drift and a slight incline is necessary. This drift is located 25 feet southeast of the original work. Both drifts have required timber and sets and solid top lagging has been used throughout. The portals have been timbered adequately and side lagged for maximum safety from vertical overhang. Progress on this contract is satisfactory.

L. E. Shirley

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

D. H. Amos & K. H. Teague

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

May 20, 1954

May 10, 1954

Vance & Odom Mining Company
c/o The Tar Heel Mica Company
Flamboro, North Carolina

Re: Docket No. DMEA-1222 -mica, Idm-663
Gardner Prospect, Avery Co., N.C.

Gentlemen:

This is to confirm the verbal approval given you by Mr. Teague and Mr. Shirley to proceed with the work outlined in Stage II of the subject exploration contract.

Yours very truly,

Robert A. Laurence

RAL/mm

cc:

Beck
Lymah
Opr. Cont.
Files

INTERIM REPORT

DMEA-3222 Idm-E663 (mica) GARDNER MINE

OPERATOR: Vance & Odom Mining Company, Plumtree, North Carolina.

LOCATION: On the west side of a south trending spur of Little Buck Hill, 7000 ft. (airline) due south of Plumtree, Avery County, N. C.

The starting date on this contract is April 1, 1954. Stage I of the contract has been completed and consisted of brushing out an access road and cutting a trench along the trend of the pegmatite. Stage II has been authorized and work is expected to begin in the near future.

The access road is satisfactory and can be traveled in dry weather satisfactorily with a 4-wheel drive vehicle. The road is rather steep in places. A cut has been made in a N 50° E direction and is 250' x 40' x 20' deep on the uphill side. Another cut, 100' x 30' x 10' deep, was made at right angles to and from the center of this long cut on the downhill side. Pegmatite was exposed in the center of the long cut for a broken distance of about 50 feet. The body is about 5 ft. (average) thickness, strikes N 40° E and dips gently to the southeast. The pegmatite is composed of scattered quartz, kaolinized feldspar and green mica of small sizes, much of which is cracked badly. A portal site was selected and drift work is expected to begin in the near future. The operator stated that 47 hours of bulldozing work was required for both road and cut work. Progress on this contract is satisfactory.

L. E. Shirley

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

K. H. Teague - D. H. Amos

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

April 8, 1954

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 33, POST OFFICE BLDG.
KNOXVILLE 2, TENN.

March 26, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Robert A. Laurence, Executive Officer, DMEA - Knoxville

Subject: DMEA-3222, Idm-E 663 (mica) Vance & Odom Mining Co. Plumtree, N. C.
Gardner Mine, Avery County, N. C.

Enclosed are three signed copies of the subject exploration contract. The usual distribution of the other copies has been made.

The new Owner's Consent to Lien, requested in Mr. Hofflund's memorandum of March 4, has been obtained and a copy is attached to each copy of the contract.

The lease is also enclosed herewith with desctiption corresponding to that of Annex I of the contract.

Robert A. Laurence

Robert A. Laurence

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

WASHINGTON 25, D. C.

March 15, 1954

Mr. Sam K. Vance
Vance and Odom Mining Co.
Plumtree, North Carolina

Subject: DMEA-3222 (mica)
Gardner Prospect, Avery Co., N. C.

Dear Mr. Vance:

A contract on the subject prospect has been approved by the Defense Minerals Exploration Administration, but before the contract can be executed a new lease will have to be obtained by your Company or your present lease amended as the size of the area described in your original lease is inadequate for the purposes of an exploration contract. A new Owners Consent to Lien will also have to be signed by the property owners. Eight copies of this form are enclosed for your use. The original and five copies are to be sent to this office. You may retain one copy and one copy is to be given to the property owner.

The description on your amendment to the lease or a new lease should be as follows:

"Beginning on 12" locust; thence N. 35° W. 225 feet to 24" chestnut oak; thence N. 30° E. 300 feet to 6" white oak; thence N. 72° E. 225 feet to 24" red oak; thence S. 40° E. 150 feet to a stake; thence S 55° W. 450 feet to the beginning, containing approximately 3-4/10 acres."

Upon receipt of the amendment to your original lease or a new lease and the new Owners Consent to Lien, we will send you the contract for signature.

Very truly yours,

Robert A. Laurence

EXECUTIVE OFFICER
DMEA REGION VII

WAB/sm
cc:
Beck
Lynch
Opr. Com.
Files

File Copy
Surname:

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

MAR 12 1954

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

Subject: Docket No. DMEA-3222 - Mica
Vance and Olam Mining Company
Gardner Prospect
Avery County, North Carolina

Dear Mr. Laurence:

Please find herewith the original and five copies of a contract covering the subject exploration project which have been signed by the Government with register number and effective date as shown.

Transmitted herewith is a copy of a memorandum, dated March 4, 1954, from the Chief Counsel. The size of the area described in the lease is inadequate for the purposes of an exploration contract. It will be necessary for the Operator to obtain a lease for the entire tract described in Annex I before the contract can be executed, and a new Owner's Consent to Lien for the same area.

If the contract meets with your approval present it to the Operator for approval and signature. Please explain to the Operator that the contract, when executed, is a firm commitment under the terms of which it is obligated to complete the work outlined at the agreed unit cost. If any part of this contract does not have either your approval or that of the Operator and cannot be amended within your delegated authority, then the original and all copies of the contract are to be returned to this office, together with the proposed changes for consideration.

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

Copies of memoranda from the Geological Survey, dated February 15, 1954, and from the Bureau of Mines, dated February 12, 1954, are enclosed.

Sincerely yours,

George C. Selfridge (GCS)
Chairman, Operating Committee

Approved:

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

D. M. Larrabee (GCS)
Member, Geological Survey

Enclosures 11

LGHouk:gad 3/5/54
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C. 3/15/54

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

March 4, 1954

Memorandum

To: The Administrator
Through: Mr. L. G. Houk

From: Chief Counsel

Subject: Vance and Odom Mining Company, Docket No. DMEA-3222 (Mica), Gardner Prospect, Avery County, North Carolina

Attached is a contract covering the subject project.

The contract is in proper form for execution. However, the copies of the lease which we have describe an area of land "to run 100 feet each way, N. & S. from present opening—and 50 feet each way, East & West." On the other hand, the land described in Annex I (the land to be included within Article 2 of the contract) delimits a more extensive area of land. Therefore, before the contract is executed, the lease should be amended or a new lease issued to include the description of the land contained in Annex I to the contract.

Furthermore, as the Owner's Consent to Lien recites that it covers the area contained in a lease for which we require an amendment or a new lease, we also require a new Owner's Consent to Lien containing the new description of the land.

J. L. Hofflund
Chief Counsel

Attachments

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

March 4, 1954

Memorandum

To: The Administrator
Through: Mr. L. G. Houk

From: Chief Counsel

Subject: Vance and Odom Mining Company, Docket No. DMEA-3222 (Mica), Gardner Prospect, Avery County, North Carolina

Attached is a contract covering the subject project.

The contract is in proper form for execution. However, the copies of the lease which we have describe an area of land "to run 100 feet each way, N. & S. from present opening—and 50 feet each way, East & West." On the other hand, the land described in Annex I (the land to be included within Article 2 of the contract) delimits a more extensive area of land. Therefore, before the contract is executed, the lease should be amended or a new lease issued to include the description of the land contained in Annex I to the contract.

Furthermore, as the Owner's Consent to Lien recites that it covers the area contained in a lease for which we require an amendment or a new lease, we also require a new Owner's Consent to Lien containing the new description of the land.

J. L. Hofflund

J. L. Hofflund
Chief Counsel

Attachments

140

FILE COPY
SURNAME:

Rubin

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

March 4, 1954

Memorandum

To: The Administrator
Through: Mr. L. G. Houk

From: Chief Counsel

Subject: Vance and Odom Mining Company, Docket No. DMEA-3222 (Mica), Gardner Prospect, Avery County, North Carolina

Attached is a contract covering the subject project.

The contract is in proper form for execution. However, the copies of the lease which we have describe an area of land "to run 100 feet each way, N. & S. from present opening—and 50 feet each way, East & West." On the other hand, the land described in Annex I (the land to be included within Article 2 of the contract) delimits a more extensive area of land. Therefore, before the contract is executed, the lease should be amended or a new lease issued to include the description of the land contained in Annex I to the contract.

Furthermore, as the Owner's Consent to Lien recites that it covers the area contained in a lease for which we require an amendment or a new lease, we also require a new Owner's Consent to Lien containing the new description of the land.

J. L. Hofflund

J. L. Hofflund
Chief Counsel

Attachments

HCRubin:ep

Copy to: Docket
Mr. Houk
Mr. Hofflund
Mr. Rubin
Chron.

BARNARD-ST LOUIS

DAVID T. VANCE, PRESIDENT SAM K. VANCE, TREASURER IVOR C. VANCE, SECRETARY

Department of the Interior
Defense Minerals Administration
RECEIVED
FEB 23 1954

STOVE MICA
MICA CYLINDERS
MICA CHIMNEYS
MICA TUBES
MICA WASHERS
MICA DISCS
MICA PLATE
MICA RINGS
MICA SEGMENTS
MICA FILMS
MICA CUT TO ANY SIZE
GROUND MICA
ELECTRICAL MICA
FLEXIBLE MICA PLATE
HEATER MICA PLATE
UNCUT MICA OF ALL GRADES
TOASTER MICA
FLAT IRON MICA

THE TAR HEEL MICA COMPANY

MANUFACTURERS

MICA & ALL
MICA PRODUCTS

PLUMTREE, N.C.

Spruce Pine
Poplar V-2607

February 19 1954

United States Department of The Interior
Defense Minerals Exploration Administration
Washington 25, D. C.

Attention: Mr. W. C. Anderson.

Dear Mr. Anderson:

Reference: Docket No. DMEA-3222-Mica-
Vance & Odom Mining Company-Gardner Prospect,
Avery County North Carolina.

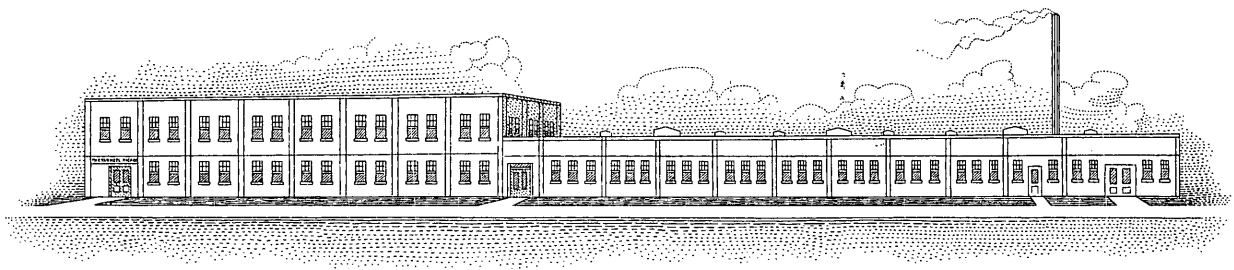
We attach hereto map drawn by Mr. T. W. Clapp, Surveyor, covering area referred to as The Gardner Prospect and which we propose to mine. We trust that this is the information required by you.

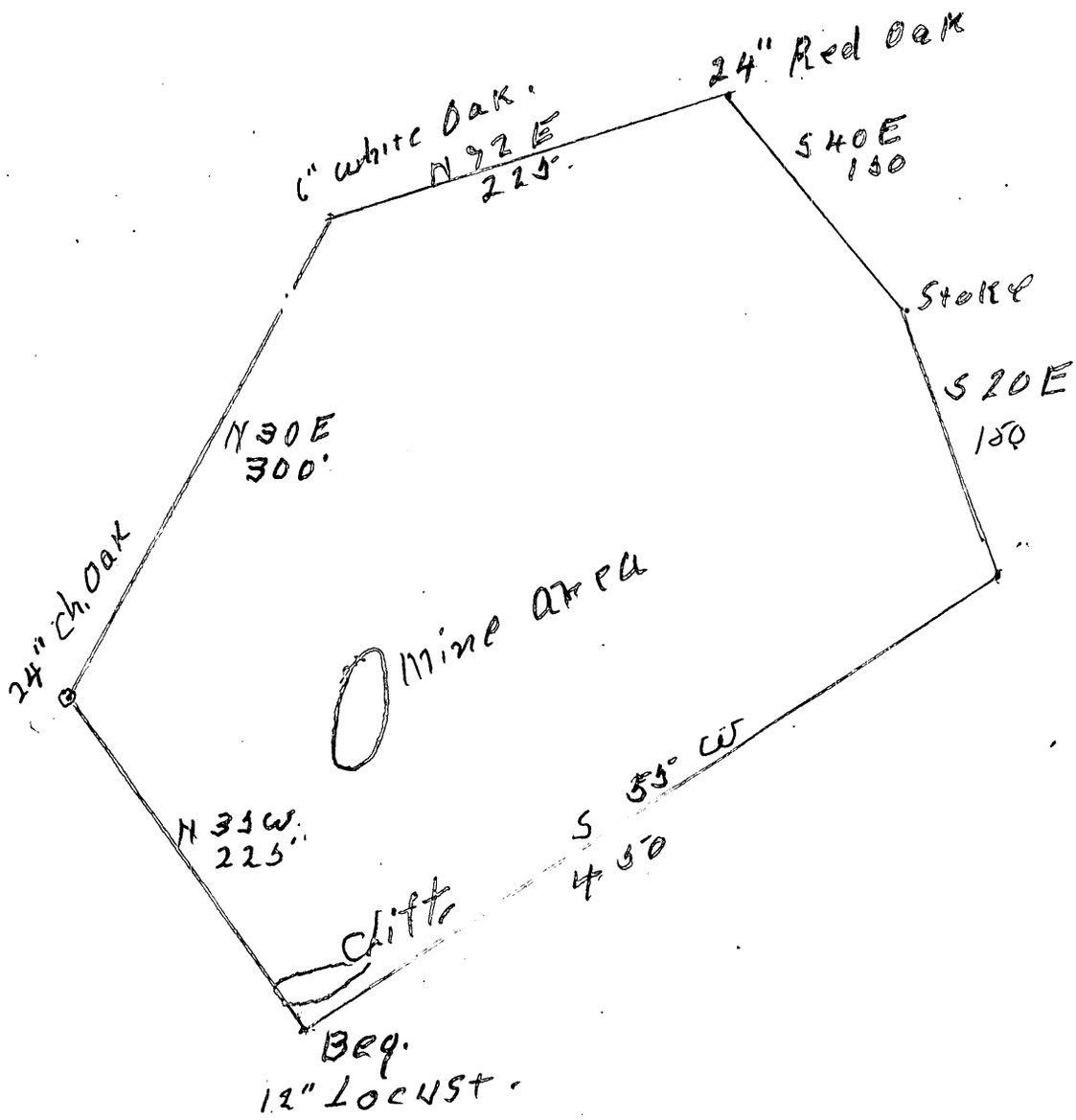
Thanking you for your favorable consideration on the above mentioned loan, I am

Very truly yours,

(Mrs) Vivian Vance

For Vance & Odom Mining Company





Plot of Lease Area
Bob Garden. Mine
3 4/10 Acres.
1 inch = 100 ft
Surveyed 2-18-54
T.W. Chapp.

This agreement, made this the 20th day of November 1953, between E. C. Guy and D. T. Vance, of Avery County, North Carolina, hereinafter called the LESSORS, and Sam K Vance & Sam H. Odom (Vance & Odom Mining Company) [redacted]

DEPARTMENT OF THE INTERIOR
Bureau of Mines
RECEIVED
DEC 10 1953

of ..... County, hereinafter called the LESSEE,

Witnesseth; the Lessors for valuable consideration authorize the Lessee to enter on the lands more particularly described as follows; a parcel of land known as the Gardner Mine, located on Buck Hill, Avery County- Mining to run 100 feet each way, N.& S. from present opening- and 50ft each way, East & West.

for the purpose of mining for feldspar and mica for the term of 10 years ~~months~~ from this date, under the following conditions:

First, that the Lessee shall pay to the land owners all damages to the surface by reason of the mining operations.

Second, that the Lessee shall pay to the Lessors, or their agents 150 cents per ton on all feldspar mined on the above named property during the term of this lease, and also 1/16 of the value at the point of sale of all mica mined. The mica shall be prepared for market the usual way. A copy of invoice of each sale to be given Lessors immediately.

Third, unless otherwise agreed upon, payments of royalty on feldspar shall be made at the time of sale by allowing buyer of the feldspar to deduct same for the Lessors at the time of each sale. A copy of buyers weights shall be delivered to the Lessors within ten days after sale.

Fourth, This agreement shall be null and void if the Lessee causes to dilligently work said property or cease operations for more than 90 days without the written consent of the Lessors.

Fifth, that all mining shall be done in a workmanlike manner and all waste removed from all cuts, shafts and tunnels, and where necessary for safety of mine, pillars shall be left in said mine.

Sixth, Special conditions, if any, as follows:

Seventh, That this agreement shall immediately terminate if the Lessee fails to keep and perform all or any of the conditions as set forth above, and in that case the Lessors, their agents or assigns, may enter at once into peaceable possession of the above mentioned property, and Lessee agrees not to make claim or maintain action at law against Lessors for such re-entry.

Eighth, This agreement shall not be assignable to another without the written consent of the Lessors.

In testimony, whereof, witness our hands and seals, this the 20 day of November 1953 signed in ink in duplicate.

E. C. GUY & D. T. VANCE (Seal)

Witness [signature] D T Vance (Seal)

E. C. Guy (Seal)

(Seal)

(Seal)

(Seal)

(Seal)

Personally appeared before me, D. T. Vance & E C Guy

Lesses and acknowledged before me the due execution of foregoing lease.

This the 25th day of November, 1953 [signature], N. P.

My Commission expires 15 day of July, 1954

STATE OF NORTH CAROLINA, AVERY COUNTY.

The foregoing certificate of Henry Burleson, a Notary Public of Avery County, State of N.C. under his official seal, is adjudged to be correct. Let the said instrument and the certificates be registered.

This 7 day of December, 1953. C.H. Pittman, Clerk of Superior Court.

Filed for registration at 10 o'clock A.M. on the 7 day of December, 1953 and duly recorded. This the 7 day of December, 1953.

Grant Webb, Register of Deeds.

NORTH CAROLINA, AVERY COUNTY.

I, Grant Webb, Register of Deeds of Avery County, State of N.C., do hereby certify that the foregoing copy of lease by E.C. Guy and D.T. Vance, Lessors and Sam K. Vance and Sam H.Odom, Lessors is a certified copy of the original lease as shown by the records of this Office in Deed Book No. 50, page 37. This the 7th day of December, 1953.

Witness my hand and Official seal. This the 7th day of December, 1953.

Grant Webb Register of Deeds.

This agreement, made this the 20th day of November 1953, between E.C. Guy and D. T. Vance, of Avery County, North Carolina, hereinafter called the LESSORS, and Sam K Vance & Sam H. Odom (Vance & Odom Mining Company) [redacted]

of ..... County, hereinafter called the LESSEE,

Witnesseth; the Lessors for valuable consideration authorize the Lessee to enter on the lands more particularly described as follows; a parcel of land known as the Gardner Mine, located on Buck Hill, Avery County- Mining to run 100 feet each way, N.& S. from present opening- and 50ft each way, East & West.

for the purpose of mining for feldspar and mica for the term of 10 years ~~months~~ from this date, under the following conditions:

First, that the Lessee shall pay to the land owners all damages to the surface by reason of the mining operations.

Second, that the Lessee shall pay to the Lessors, or their agents .50 ~~1/16~~ cents per ton on all feldspar mined on the above named property during the term of this lease, and also 1/16 of the value at the point of sale of all mica mined. The mica shall be prepared for market the usual way. A copy of invoice of each sale to be given Lessors immediately.

Third, unless otherwise agreed upon, payments of royalty on feldspar shall be made at the time of sale by allowing buyer of the feldspar to deduct same for the Lessors at the time of each sale. A copy of buyers weights shall be delivered to the Lessors within ten days after sale.

Fourth, This agreement shall be null and void if the Lessee causes to dilligently work said property or cease operations for more than 90 days without the written consent of the Lessors.

Fifth, that all mining shall be done in a workmanlike manner and all waste removed from all cuts, shafts and tunnels, and where necessary for safety of mine, pillars shall be left in said mine.

Sixth, Special conditions, if any, as follows:

Seventh, That this agreement shall immediately terminate if the Lessee fails to keep and perform all or any of the conditions as set forth above, and in that case the Lessors, their agents or assigns, may enter at once into peaceable possession of the above mentioned property, and Lessee agrees not to make claim or maintain action at law against Lessors for such re-entry.

Eighth, This agreement shall not be assignable to another without the written consent of the Lessors.

In testimony, whereof, witness our hands and seals, this the 20 day of November 1953 signed in ink in duplicate.

E. C. GUY & D. T. VANCE (Seal)

Witness [signature] D T Vance (Seal)

E C Guy (Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

Personally appeared before me, D. T. Vance & E C Guy

Lesses and acknowledged before me the due execution of foregoing lease.

This the 25th day of November, 1953.

[signature] N. P.

My Commission expires 15th day of July, 1954.

STATE OF NORTH CAROLINA, AVERY COUNTY.

The foregoing certificate of Henry Burleson, a Notary Public of Avery County, State of N.C. under his official seal, is adjudged to be correct. Let the said instrument and the certificates be registered.

This 7 day of December, 1953. J.N. Pittman, Clerk of Superior Court.

Filed for registration at 10 o'clock A.M. on the 7 day of December, 1953 and duly recorded. This the 7 day of December, 1953.

Grant Webb, Register of Deeds.

NORTH CAROLINA, AVERY COUNTY.

I, Grant Webb, Register of Deeds of Avery County, State of N.C., do hereby certify that the foregoing copy of lease by H.C. Guy and E.T. Vance, Lessors and Sam K. Vance and Sam H.Olsen, Lessors is a certified copy of the original lease as shown by the records of this Office in Deed Book No. 50, page 37. This the 7th day of December, 1953.

Witness my hand and Official seal. This the 7th day of December, 1953.

Grant Webb Register of Deeds.

This agreement, made this the 20 day of November 1953, between E.C. Guy and D. T. Vance, of Avery County, North Carolina, hereinafter called the LESSORS, and Sam K Vance, ~~[illegible]~~ and Sam H Odom

of Avery County, hereinafter called the LESSEE,

Witnesseth; the Lessors for valuable consideration authorize the Lessee to enter on the lands more particularly described as follows; a parcel known as the Gardner Mine. Located on Buck Hill, Avery Co. Mining to run 100 ft each way, N.&.S. from present opening- and 50 ft each way Ea t & West.

for the purpose of mining for feldspar and mica for the term of 10 Yrs ~~months~~ from this date, under the following conditions:

First, that the Lessee shall pay to the land owners all damages to the surface by reason of the mining operations.

Second, that the Lessee shall pay to the Lessors, or their agents 50 cents per ton on all feldspar mined on the above named property during the term of this lease, and also 1/16 of the value at the point of sale of all mica mined. The mica shall be prepared for market the usual way. A copy of invoice of each sale to be given Lessors immediately.

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Fifth, that all mining shall be done in a workmanlike manner and all waste removed from all cuts, shafts and tunnels, and where necessary for safety of mine, pillars shall be left in said mine.

Sixth, Special conditions, if any, as follows:

Seventh, That this agreement shall immediately terminate if the Lessee fails to keep and perform all or any of the conditions as set forth above, and in that case the Lessors, their agents or assigns, may enter at once into peaceable possession of the above mentioned property, and Lessee agrees not to make claim or maintain action at law against Lessors for such re-entry.

Eighth, This agreement shall not be assignable to another without the written consent of the Lessors.

In testimony, whereof, witness our hands and seals, this the 20 day of November 1953 signed in ink in duplicate.

Witness [signature] ~~E.C. GUY~~ D. T. VANCE (Seal)
[signature]
E.C. Guy (Seal)
(Seal)
(Seal)
(Seal)
(Seal)
(Seal)

Personally appeared before me, D. T. Vance & E.C. Guy

Lesses and acknowledged before me the due execution of foregoing lease.

This the 25th day of November, 1953, 195

[signature] N. P.

My Commission expires 15t day of July 4, 195

[illegible] NORTH CAROLINA, AVERY COUNTY

Henry Burleson

[illegible]recoing certificate of _____

[illegible]y Public of Cleveland County, State of NC

[illegible]is official seal, is adjudged to be correct. Let the said instrument [illegible] certificate be registered.

7 day of Dec 1953

D H Atkinson

[illegible] Clerk of Superior Court

NORTH CAROLINA
AVERY COUNTY

OFFICE OF REGISTER OF DEEDS

Filed for Registration at 10 o'clock A M, on the 7 day of Dec 1953, and registered in this office in Book 50 at page 37, this the 7 day of Dec. 1953

Grant Celiski

Register of Deeds

This agreement, made this the 20 day of November 1953, between ~~E. C. Guy~~ and D. T. Vance, of Avery County, North Carolina, hereinafter called the LESSORS, and Sam K Vance, ~~[illegible]~~ and Sam H Odom

of Avery County, hereinafter called the LESSEE,

Witnesseth; the Lessors for valuable consideration authorize the Lessee to enter on the lands more particularly described as follows; a parcel known as the Gardner Mine. Located on Buck Hill, Avery Co.

Mining to run 100 ft each way, N.&.S. from present opening- and 50 ft each way Ea t .

for the purpose of mining for feldspar and mica for the term of 10 Yrs ~~xxxx~~ months from this date, under the following conditions:

First, that the Lessee shall pay to the land owners all damages to the surface by reason of the mining operations.

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Eighth, This agreement shall not be assignable to another without the written consent of the Lessors.

In testimony, whereof, witness our hands and seals, this the 20 day of November 1953 signed in ink in duplicate.

Witness [signature]

~~E. C. GUY~~ & D. T. VANCE (Seal)

D T Vance

E. C. Guy

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

Personally appeared before me, D. T. Vance & E C Guy

Lesses and acknowledged before me the due execution of foregoing lease.

This the 25th day of November 1953, 195

[signature], N. P.

My Commission expires 15th day of July, 1954

STATE OF NORTH CAROLINA, AVERY COUNTY.

The foregoing certificate of Henry Burleson, a Notary Public of Avery County, State of N.C. under his official seal, is adjudged to be correct. Let the said instrument and the certificates be registered.

This 7 day of December, 1953. C.H. Pittman, Clerk of Superior Court.

Filed for registration at 10 o'clock A.M. on the 7 day of December, 1953 and duly recorded. This the 7 day of December, 1953.

Grant Webb, Register of Deeds.

NORTH CAROLINA, AVERY COUNTY.

I, Grant Webb, Register of Deeds of Avery County, State of N.C., do hereby certify that the foregoing copy of lease by E.C. Guy and D.T. Vance, Lessors and Sam K. Vance and Sam H.Odom, Lessors is a certified copy of the original lease as shown by the records of this Office in Deed Book No. 50, page 37. This the 7th day of December, 1953.

Witness my hand and Official seal. This the 7th day of December, 1953.

Grant Webb Register of Deeds.

File Copy
Surname:
Anderson
Houk

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

FEB 25 1954

Vance and Odom Mining Company
C/o The Tar Heel Mica Company
Plumtree, North Carolina

Re: Docket No. DMEA-3222 - Mica
Vance and Odom Mining Company
Gardner Prospect
Avery County, North Carolina

Gentlemen:

Receipt is acknowledged of your letter dated February 19, 1954, enclosing a map of the subject property, satisfactorily giving bounding bearings and distances enclosing the area.

Examination of your lease on the property discloses that it is for a period of ten months only. The lease must be for a period allowing reasonable time beyond six months after completion date of a contract and not less than three years.

We will resume processing your application immediately upon receipt of a lease conforming to the above stipulation.

Sincerely yours,

SIGNED

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

WCAnderson:gad 2/25/54
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C.G. 2-25-54

File Copy
Surname:
Anderson
Mitchenday

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

FEB 17 1954

Vance and Odom Mining Company
c/o The Tar Heel Mica Company
Plumtree, North Carolina

Re: Docket No. DMEA-3222 - Mica
Vance and Odom Mining Company
Gardner Prospect
Avery County, North Carolina

Gentlemen:

Reference is made to the subject application for exploration assistance.

A careful review of your application reveals that we lack an acceptable legal description of your property. It is not enough to merely make reference to pages in the County Book of Deeds. The sketch attached does not indicate the total acreage and bounding bearings and distances enclosing the area. Kindly submit the description of the land as written in the deed referred to in the lease.

Processing of your application will receive prompt attention upon receipt of the above requested information.

Sincerely yours,

W. C. Anderson
for Lawrence G. Houk, Chief,
Nonmetallic Minerals Division

WCAnderson:gad 2/17/54
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C.G.
2-17-54

IN REPLY REFER TO:

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

Department of the Interior
Defense Minerals Administration
RECEIVED
FEB 16 1954

IN REPLY REFER TO: G-MD-CNM

Memorandum

February 15, 1954

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-3222 (MICA)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. A. Brobst, U. S. Geological Survey.
Applicant: Vance & Odom Mining Co., c/o Tar Heel Mica Co., Plumtree, N.C.
Name of property: Gardner Prospect.
Location of property: On west side of south trending spur of Little Buck Hill, 7000 ft. (airline) from Plumtree.
Date of field team report: February 2, 1954.
Authorship of field team report: K. H. Teague, L. E. Shirley, and D. H. Amos.
Field team's recommendation: The work recommended should be done in stages.

Stage I.	2500' of access road	$200	
	Cut a bench 125' long and 30' wide with an up hill face of 15' to 20' with a D-8 bulldozer - 30 hours at $18/hr.. .	540	
			$740
Stage II.	10'x12' tool house	$200	
	Powder magazine	50	
	Exploder magazine	25	
	150' of 5'x7' "opening" at $35/ft	$5250	
	("opening" will be incline or drift)		5525
	Estimated time: 6 mos.		$6265

Comments:

1. The field team's approach appears reasonable. The stages will allow termination of the contract if the results of stage I are not promising.

2. The mica found in the dumps appears to warrant further exploration of the property.

ACTION RECOMMENDED:

Follow field team's recommendation.

D A Brobst

D. A. Brobst

BUREAU OF MINES
WASHINGTON, D. C.

FEB 16 1 27 PM '54

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

February 12, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3222

Applicant: Vance and Odom Mining Company

Name and Location of Property: Gardner Prospect
Avery County, North Carolina

Date of Field Team Report: February 3, 1954

Date Rec'd by Ceramic & Fert. Mats. Branch: February 9, 1954

Field Team Recommendation:

1. Exploration in two stages:
   Stage 1 - clear an access road and cut a bench along the outcrop.

   Stage II - if further exploration is justified, drive 150 feet of opening consisting of inclined shaft or drift.

2. Total cost - $6,265.

Comments:

1. Proposed method of exploration is consistent with good engineering practice.

Recommendation:

1. I concur in the field team's recommendation for exploration program in two stages in the amount of $6,265.

W. F. Dietrich

W. F. Dietrich

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 5 1954

February 3, 1954

Memorandum

To: Operating Committee, D M E A- Washington

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

Subject: Examination Report, DMEA-3222 (mica). Vance & Odom Mining Co., Plumtree, N. C. Gardner Prospect, Avery County, N. C.

Enclosed are 4 copies of the field examination report on the Gardner Prospect . The Field Team approves the recommendation for exploratory work at this prospect, to be done in two stages. Stage II should provide for 150 feet of incline and/or drift and/or crosscut, to provide flexibility, as the exact nature of work to be done cannot be determined until Stage I has been completed.

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

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

Reviewed by
DMEA OPERATING COMMITTEE
2-10-54
(date)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 5 1954

3/10/54

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

ON

DMEA-3222, GARDNER PROSPECT
(mica)
Avery County, N. C.

By

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

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

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

February 2, 1954

Reviewed by
DMEA OPERATING COMMITTEE
2-10-54
(date)

FIELD EXAMINATION REPORT

ON

DMEA-3222, GARDNER PROSPECT
(Mica)

BB
3/10/54

Applicant: Vance & Odom Mining Co., c/o Tar Heel Mica Co. Plumtree, N. C.

Very little information can be obtained from a study of this deposit. All openings are slumped and caved and only one poor exposure of pegmatite is present. Mica scattered in the dump is of good quality, apparently of strategic grade. The examiners believe that exploration is justified in two stages.

The deposit was examined on January 28, 1954. Messrs. Sam Odom and Finley Love accompanied the examiners on the inspection which required three hours.

The Gardner Prospect is on the west side of a south-trending spur of Little Buck Hill 7,000 feet (airline) due south of Plumtree, Avery County, North Carolina. Access from Plumtree is by jeep road that leads to Buck Hill Gap. There is no road from the Gap to the prospect, a distance of 2500 feet; however, a road could easily be prepared by clearing the brush along the ridge line.

Both of the applicants have been connected with mining and processing mica all their adult life and appear to be competent to conduct the proposed exploration.

The applicants lease the deposit, area of which is adequate for the proposed project. Part of the property over which the access road will be required is not covered by the lease; however, the applicants do not believe that any difficulty will be encountered in securing this right-of-way.

These old prospects are about 100 feet west of and 50 feet lower than the crest of the south-trending spur of Little Buck Hill. History of mining is obscure. Apparently the last work was during World War II, at which time a miner lost his life from a cave-in. Amount of past production from the deposit is not known. ground?

All of the old openings are slumped and very little pegmatite is exposed. These openings are scattered over an area about 100 feet long by 50 feet wide, and from their present shape apparently represent caved adits, inclines, and pits.

As previously mentioned, the character, extent, and position of the pegmatite cannot now be determined. The caved openings suggest that the pegmatite trends to the Northeast and dips at a low angle to the southeast. Wall rock is a mica gneiss. Dump material available for study indicates that the mica has been obtained from a medium coarse pegmatite which is composed of potash and soda feldspar, smoky quartz, and mica.

Both green and rum colored mica are present in the dump. According to Mr. Love, who accompanied the examiners on the inspection, "two streaks of mica" are present in the deposit. The mica is hard, flat, free splitting, and clear. No information is available as to size or abundance.

This deposit is very difficult to appriase. The mica appears to be of strategic quality and from the distribution of old works may be of considerable extent. Based on these features, the examiners believe that exploration assistance may be justified. ?

If an exploration contract is prepared, it should be set up in two stages. Stage I, should consist of clearing an access road and cutting a northeast trending bench through the old works. This bench should be about 125 feet long, 30 feet wide, with an uphill face of 15-20 feet. This cut, we believe, will be entirely in weathered material.

After Stage I is completed, the examiners should inspect the project to determine if Stage II is warranted. If warranted, Stage II, should consist of driving not more than 150 feet of openings on the pegmatite. If the pegmatite is low-dipping as it appears to be, the opening should consist of 60 feet of incline and 90 feet of drift.

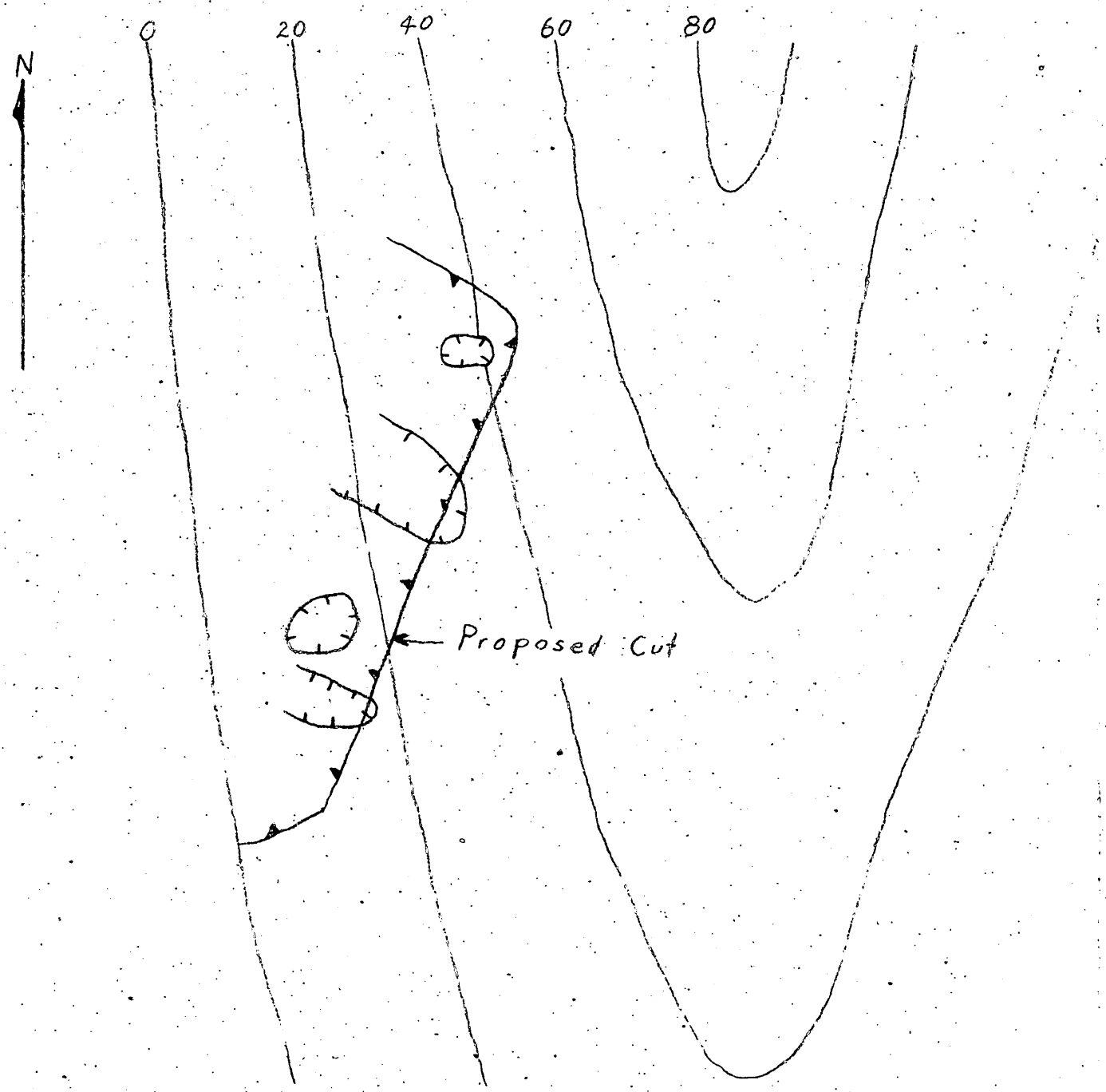
Estimated Cost:

Stage I		
Brush out 2500 feet access road	$200.00	
Cut bench 125 ft. long, 30 ft. wide, with uphill face 15'-20' D-8 bulldozer, 30 hrs. @ $18/hr.* (standard rate for this area)	540.00	
		$740.00
Stage II		
10' x 12' Tool house	$200.00	
Powder Magazine	50.00	
Exploder Magazine	25.00	
150 ft., 5' x 7' "Opening" @ $35/ft. ("opening" will consist of incline or drift)	5,250.00	
Estimated Cost Stage II		$5,525.00
Estimated Cost Stages I & II		$6,265.00

Estimated time required - 6 months

z.
Feb. 2, 1954

K. H. Teague, U. S.G. S.
L. E. Shirley, U. S. B. M.
D. H. Amos, U. S. G. S.



Sketch of
Gardner Prospect
Avery Co., N. C.

0 40' 80'
Scale

DMEA-3222 (mica)

FILE COPY
Surname:

Anderson
Houk
Larrabee

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

JAN - 4 1954

Vance and Odom Mining Company
c/o The Tar Heel Mica Co.
Plumtree, North Carolina

Re: Docket No. DMEA-3222 - Mica
Gardner Prospect
Avery County, North Carolina

Gentlemen:

Your application for assistance in exploring the subject property has been reviewed by the Nonmetallic Minerals Division of the Defense Minerals Exploration Administration and has been referred to Mr. Robert A. Laurence, Executive Officer, DMEA Field Team, Region VII, Room 13, Post Office Building, Knoxville 2, Tennessee, for further consideration and possibly a field examination.

The Regional Office will contact you at an early date if an examination is to be made. Any assistance that you may give the members of the field team during the examination will be appreciated.

Sincerely yours,

C. O. Mittendorf (fw)

Administrator

WCAnderson:ag 12/31/53
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk
Operating Committee

R.C.L. 1-4-54

FILE COPY
Surname:

Anderson
Houk
Selfridge

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

1/4/1954

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

Subject: Docket No. DMEA-3222 - Mica
Vance and Odom Mining Company
Gardner Prospect
Avery County, North Carolina

Dear Mr. Laurence:

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

Copies of memoranda from the Geological Survey and the Bureau of Mines are enclosed for your information.

Sincerely yours,

George C. Selfridge

(JHB)

Chairman, Operating Committee

Approved:

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

D. M. Larrabee (JHB)
Member, Geological Survey

Enclosures 4

WCAnderson:ag 12/31/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C.G.
1-4-54

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

Defense Minerals Administration
RECEIVED
DEC 23 1953

December 22, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3222, Mica

Applicant: Vance and Odom Mining Company

Name and Location of Property: **Gardner Prospect, Avery County**

Date of Application: December 10, 1953

Date Rec'd by Ceramic & Fertilizer Mats. Branch: December 10, 1953

Comments:

1. No data are available in this office on subject property since it is a new prospect.

2. Careful study of the applicant's application indicates that more detailed information, with reference to a plan of proposed exploration, is needed.

3. Although the application was received after Amendment No. 3 to DMEA Order-1 became effective, it would be desirable to advise the applicant of the change in Government participation from 90 percent to 75 percent.

Recommendation: It is recommended that the field team visit this property when a member of the field team is in that vicinity to ascertain if an exploration program is justified.

W. F. Dietrich

W. F. Dietrich

BARNARD-ST LOUIS

DAVID T. VANCE, P[illegible] SAM K. VANCE, TREASURER [illegible]VOR C. VANCE, SECRETARY

STOVE MICA
MICA CYLINDERS
MICA CHIMNEYS
MICA TUBES
MICA WASHERS
MICA DISCS
MICA PLATE
MICA RINGS
MICA SEGMENTS
MICA FILMS
MICA CUT TO ANY SIZE
GROUND MICA
ELECTRICAL MICA
FLEXIBLE MICA PLATE
HEATER MICA PLATE
UNCUT MICA OF ALL GRADES
TOASTER MICA
FLAT IRON MICA

THE TAR HEEL MICA COMPANY

MANUFACTURERS

MICA & ALL
MICA PRODUCTS

PLUMTREE, N.C.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 15 1953

December 14 1953

Mr. Lawrence G. Houk, Chief
Nonmetallic Minerals Division
United States Dept of The Interior
Washington, D. C.

Dear Sir:

Re: Docket No. DMEA-3222-Mica. We are in receipt of your letter of December 11th and wish to advise that we are aware of the Amendment limiting Government participation to 75 percent of the approved costs but we wish to have our application processed on this basis.

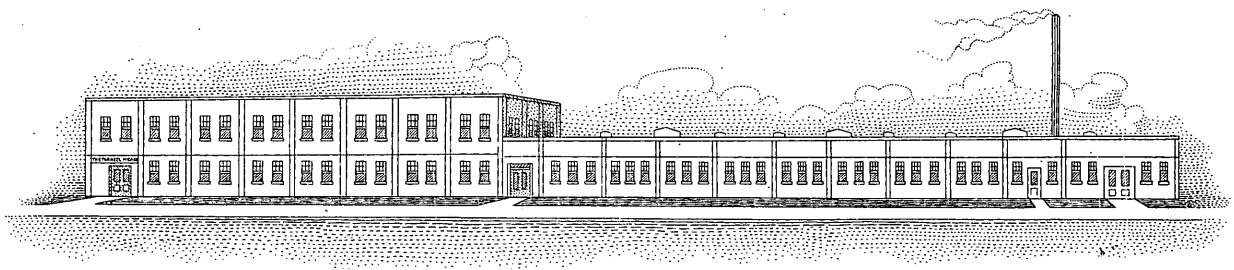
Thanking you very much for your favorable consideration in this matter, we are

Yours very truly,

VANCE & ODOM MINING COMPANY

Sam K Vance

Sam K Vance/vv



IN REPLY REFER TO:

G-MD-CNM

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

December 11, 1953

Memorandum

REVIEW OF APPLICATION DMEA-3222 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant's name and address: Vance & Odom Mining Company, (Sam K. Vance and Sam H. Odom), Plumtree, North Carolina.
Name of property: Gardner prospect.
Location of property: Plumtree, Avery County, North Carolina.
Summary of applicant's proposal:

Bulldozing: 3 days at $18/hr. (10 hr. days)		$ 540
Drifting 200 ft.	$35/ft.	7000
		$7540

Sources of information on applicant's property: None.
Comments: Does this party understand that he must pay 25% of the cost?
RECOMMENDATION: Determine if party is willing to pay 25% of entire cost, before referring to Field Examiners.

D. M. Larrabee

D. M. Larrabee

FILE COPY
SURNAME:

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

600

DEC 11 1953

Vance & Olom Mining Company
C/o The Tar Heel Mica Co.
Plumtree, North Carolina

Re: Docket No. DMEA-3222 - Mica
Gardner Prospect
Avery County, North Carolina

Gentlemen:

Reference is made to your application for exploration assistance for mica.

On November 3, 1953, Amendment No. 3 to DMEA Order-1 became effective and limited Government participation in the case of mica to 75 percent of the approved costs. Inasmuch as your application was received after November 3, 1953, please advise this office in writing if you desire to have your application processed under the new Government participation rate. The processing of your application will be deferred until receipt of your reply.

A copy of our release of November 3, 1953, is enclosed for your information.

Sincerely yours,

SIGNED

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

Enclosure

LGHouk:gad 12/10/53
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C.J.
12-11-53

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

Vance & Odom Mining Company
c/o The Tar Heel Mica Co.
Plumtree, North Carolina

December 10, 1953
Subject: DMEA-3222
Re: Exploration Assistance
Gardner Prospect

Dear Sirs:

The receipt of your application dated November 23, 1953, for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3222 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-3222 in any future correspondence relating to your application.

Sincerely yours,

ROBERT E. ADAMS

Robert E. Adams
Chief, Operations Control
and Statistics Division

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 10 1953

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. DMEA-3222
Metal or Mineral
Date Received 12-10-53
Estimated Cost
Participation (Government %)

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: ~~Vance & Odom Mining Company~~ (Sam K. Vance and Sam H. Odom) Plumtree North Carolina Partnership

(*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 Operations will include- Beginning at present prospect adit, removing earth approx. 100 ft both north and south - 50 feet wide East & West- to a depth of aprroximately 20 to 30 feet.

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

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

(*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. Can be traveled to by jeep-

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

16—66551-1

Sufficient for any operation-

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. no longer profitable

(*c*) The work will start within 60 days and be completed within ..... months from the date of an exploration project contract.

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

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 23 1953, 195...

Vance & Adams Mining Company
(Applicant)

By Sam H. Adams
Sam H. Adams

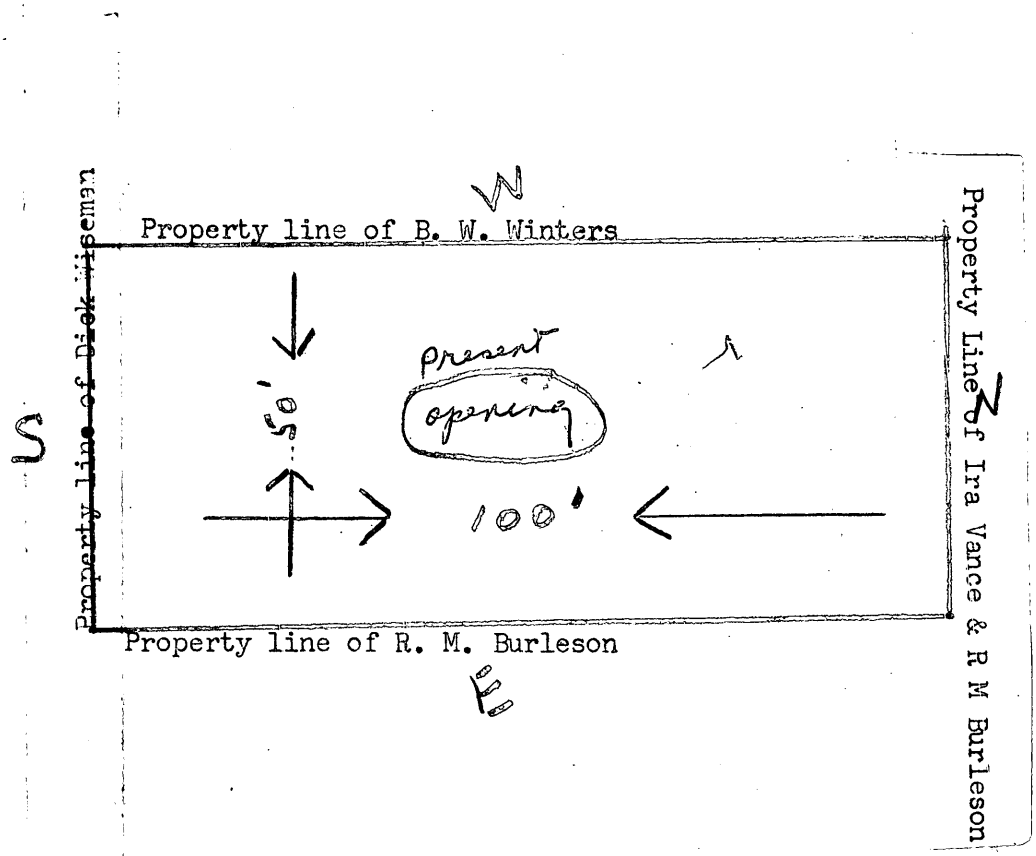
Title 18, U. S. Code (Crimes), Section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

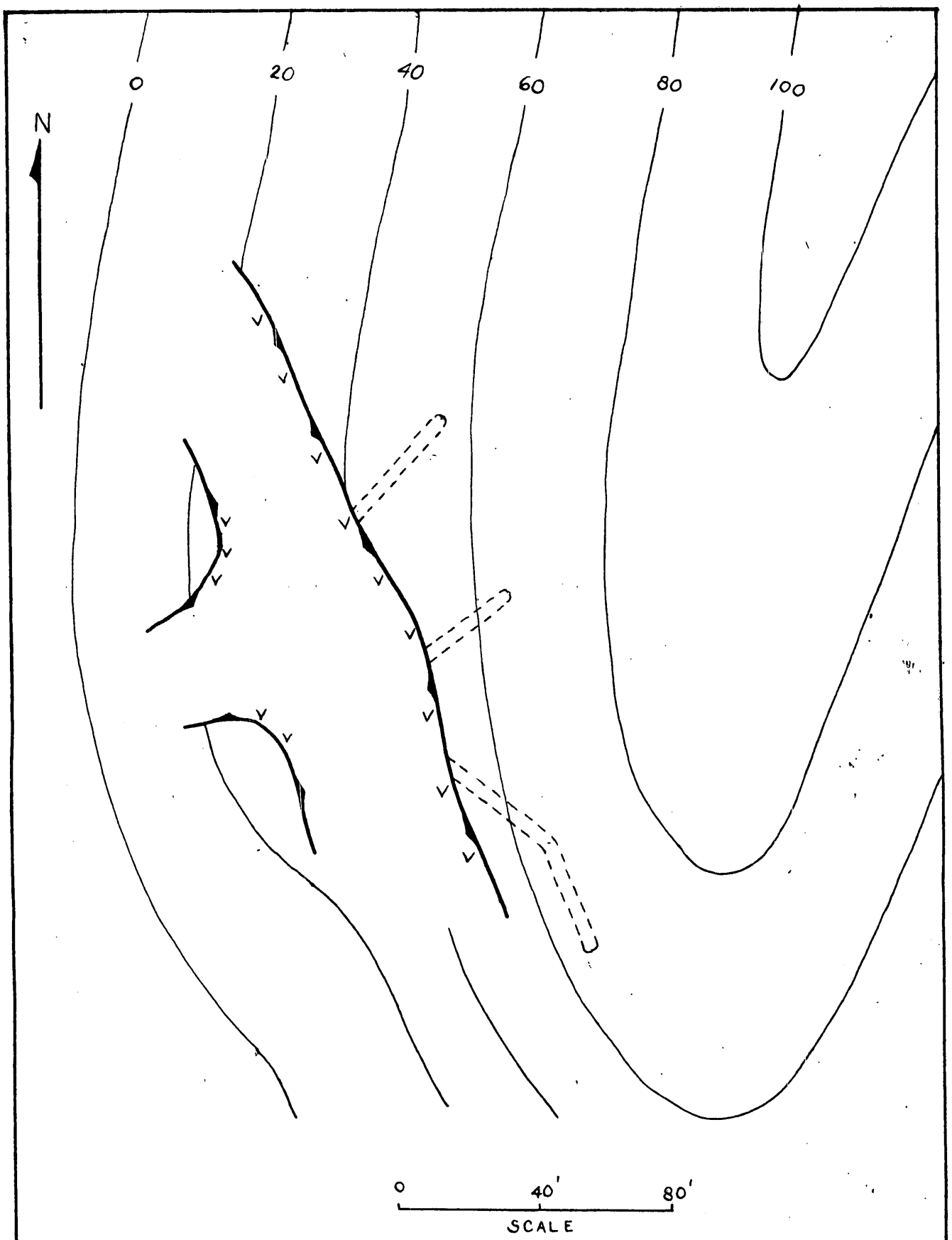
U. S. GOVERNMENT PRINTING OFFICE 16—66551-1

ESTIMATE OF COSTS FOR OPERATING GARDNER MINE

DEPARTMENT OF THE INTERIOR
Bureau of Mines Administration
RECEIVED
DEC 10 1953

(a)	Bulldozing: 3 Days at	$18.00 Hr. (10 Hr Days)	$540.00
(b)	Drifting 200 Ft	@ 35.00 Ft	7,500.00
			$8,040.00





SKETCH OF
GARDNER PROS.
AVERY CO., N.C.

DMEA-3222

Sam Knox Vance

THE TAR HEEL MICA CO.
PLUMTREE, N. C.

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

ATTEN: MR. LAWERENCE G. HOUK
CHIEF: DMEA