Docket Copy

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DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Docket No. DMEA-2872

AMENDMENT NO. II

It is agreed this 2nd day of March 1954, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and Sam L. Phillips, Lin Carpenter and John Phillips, all of Spruce Pine, N. C., partners d/b/a Empire Mica Company, each acting in consideration of the other to the terms hereinafter set forth that Exploration Project Contract Idm-E 559, Docket No. DMEA-2872, dated June 29, 1953, between the parties hereto be modified and amended as of June 29, 1953 as follows:

In Exhibit "A" under Description of the Work change item 3 and the line after item 3 to read as follows:

"Drift and/or crosscut not more than 100 feet from approximately the 70 foot point in the shaft. The drift and/or crosscut is to be timbered where necessary.

Both shaft, drift and/or crosscut shall be 5 feet by 7 feet in cross section."

In Exhibit "A" under Agreed Unit Costs change the last item to read as follows:

" Drifting and/or crosscutting (including cost of necessary timber) 100 feet @ $35.00 per foot .....$3500.00."

This amendment shall not be construed to increase the estimated total cost of the project the aggregate total amount which the Government may be obligated to pay, or the percentage of the cost which the Government may be obligated to pay, under the provisions of Article 4 of the contract form.

March 2, 1954.

THE UNITED STATES OF AMERICA

By Robert A. Lawrence
Executive Officer, Field Team, DMEA
Region VII

EMPIRE MICA COMPANY

By Sam L. Phillips
Partner

By Lin Carpenter

By John Phillips

Docket Copy

Return 4/1/54

DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

AMENDMENT NO.1

Contract Docket No. DMEA-2872, Idm-E 559 (mica), dated 29th June 1953, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and Sam L. Phillips, Lin Carpenter and John Phillips, d/b/a Empire Mica Company of Spruce Pine, North Carolina is hereby amended as follows:

1. Article 3 is amended to read,....."; and shall bring the project to completion within a period of twelve (12) months from date of contract....." instead of eight (8) months as written in original contract.

This amendment shall not be construed to increase the estimated total cost of the project, the aggregate total amount which the Government may be obligated to pay, or the percentage of the cost which the Government may be obligated to pay, under the provisions of Article 4 of the contract form.

February25, 1954

THE UNITED STATES OF AMERICA

By Robert A Lawrence
EXECUTIVE OFFICER
DMEA REGION VII

EMPIRE MICA COMPANY

By Sam L. Phillips
Partner

By Lin Carpenter
Partner

By John Phillips
Partner

Sm.

MF-200 (A)
(February 1952)

DOCKET NO. DMEA 2872

COMMODITY Mica

Docket Copy

IDM-E 559

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

EXPLORATION PROJECT CONTRACT[1]
(Short Form)

IT IS AGREED this 29th day of June, 1953, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] Sam [illegible] Phillips, [illegible] Phillips, [illegible], et al of Spruce Pine, North Carolina, [illegible] doing business as Empire Mica Company

hereinafter called the "Operator," as follows: 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 Georgia, County of [illegible], described as ~~follows:~~ set forth in Annex II

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 encumbrances, each of which the Government agrees to subordinate, attached:~~

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

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 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 of eight (8) 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 50 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 $[illegible], which is [illegible] percent of $[illegible], 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: **See Annex I, substituted for that part of 6(a) preceding the colon.**

(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.

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* **In Article 7, delete that part of the second sentence which follows the semi-colon.**

Executed in sextuplicate the day and year first above written.

EMPIRE MICA COMPANY

By Sam L. Phillips (Operator) (Partner)

By John Phillips (Partner)

By Lin Vaughter (Partner)

THE UNITED STATES OF AMERICA

By O. Meitzendorf

Administrator, Defense Minerals Exploration Administration

R. Kane
Robm
Hoch
Chamber

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

EMPIRE MICA COMPANY
EXPLORATION PROJECT CONTRACT
DOCKET NO. [illegible]-2372

[illegible] INTERIOR
[illegible]
FILED
JUL 16 1958

ANNEX 1

The following provisions are in lieu of all of paragraph (a) of Article 6 which precedes the colon:

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 required by the exploration project contract, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development. The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land which is the subject of the exploration project contract, as follows: (1) Regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification 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:

EMPIRE MICA COMPANY
EXPLORATION PROJECT CONTRACT
DOCKET NO. DMEA-2872

ANNEX II

The land referred to in Article 2 of the contract form is part of the land leased to the operator by owner Robert J. Caldwell, by instrument dated December 23, 1952.

The land leased consists of:

A certain old mica mine, (which was mined during World War II) upon the property hereinafter described and at which site of the said old mine there is a shaft that was sunk during World War II, and the said property herein being a part or parcel of land, situate, lying and being in land lot 112 of the 7th Land District of Lamar County, Georgia, and being seventy five (75) acres, more or less, located on the Southeast side of the public road leading from the Yatesville-Barnesville paved road to State Highway No. 7, said land being bounded as follows: On the North and East by property of Carlton Hayes, on the South by the Lamar-Upson County line, and on the Northwest by said Public Road. The above described real property is the same as was conveyed to R. J. Caldwell by deed dated November 8, 1949 from C. B. Harrell and recorded in deed book 24, page 350, in the deed records of Lamar County, Georgia.

That portion of the above-described leased property which alone is the subject of this Exploration Project Contract is as follows:

BEGINNING at Robert Caldwell's Garden Gate on the East side of By Pass Road. It runs along and with the East side of By Pass Road South 51 degrees West 500 feet. Then South 37 degrees and 30 minutes East 513 feet to a Power Pole Marked R.E.A. Coop. Z3. Then North 88 degrees East 261 feet to a pine tree. Then North 43 degrees East 300 feet to a stake. Then North 29 degrees West 638 feet to the point of Beginning.

EMPIRE MICA COMPANY
EXPLORATION PROJECT CONTRACT
DOCKET NO. DMEA-2872

EXHIBIT "A"

Description of the Work

Exploration for concentrations of strategic mica is to be accomplished by the work described below and indicated diagrammatically on the attached map entitled "Geologic Map of Harrison W. Harp Mica Mine, Lamar County, Georgia, DMEA-2872".

1. Excavate with bulldozer a trench approximately 50 feet long, 15 feet wide, and 10 feet deep to expose the pegmatite southwest of the present workings.

2. Sink not more than 75 feet of a two-compartment shaft on the pegmatite at a site mutually satisfactory to the Operator and the Government. The shaft is to be timbered where necessary.

3. Drift not more than 100 feet from approximately the 70 foot point in the shaft. The drift is to be timbered where necessary.

Both shaft and drift shall be 5 feet by 7 feet in cross section.

The location, direction, and extent of all work shall have prior approval of the Government.

Agreed Unit Costs

Excavation by Bulldozer - 15 hrs. @ $10.00/hr.	$ 150.00	
Shaft sinking (including cost of partition between compartments and ladders) 75 ft. @ $42.00/ft.	3,150.00	
Shaft timbering - 75 ft. @ $8.00/ft.	600.00	
Drifting (including cost of necessary timber) 100 ft. @ $35.00/ft.	3,500.00	
Total Agreed Unit Costs		$7,400.00
Government Participation @ 90%		$6,660.00

GUARANTY

In consideration of the waiver by the United States of America of the requirement of the Owner's Consent to Lien, as set forth in paragraph 2(b) of the attached Exploration Project Contract, the undersigned jointly and severally hereby guarantee payment to the United States of America of any royalties, as specified in said Contract and any future amendment thereof, upon any and all ore which is mined within ten years of the date of said Contract from the land described in Article 2 thereof, regardless of whether the undersigned have any interest in the property covered by the said Contract, or any part in the mining operations at the time said ore is mined. If for any reason the net smelter returns or other net amounts, from operations that would be subject, under the said Contract and any amendment thereof, to such payments to the United States of America, are not available as a means of measuring the amount of such payment, then the undersigned agree and undertake jointly and severally to make such payment according to the best estimates of the amount that can reasonably be made, and in the event of dispute as to such estimate, the undersigned agree jointly and severally that the determination thereof by either the Administrator of Defense Minerals Exploration Administration, or his designee, shall be final and binding upon the undersigned.

Dated _____, 1953.

Sam L. Phillips (Seal)
Sam L. Phillips

John Phillips (Seal)
John Phillips

Lin Carpenter (Seal)
Lin Carpenter

* * * *

STATE OF N. C. :

COUNTY OF Mitchell :

I, Sherrill Bailey, the undersigned, a notary public in and for the State of N. C., hereby certify that on this 8 day of July, 1953, personally appeared before me Sam Phillips, John Phillips, and Lin Carpenter, to me known to be the individuals described in

and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 8 day of July 1953.

Sherrill Barber (Seal)
Notary Public

DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 2872

DO NOT DETACH THIS SLIP

Action on this document is recorded and controlled in Reports and Records Branch. Any movement of this document between divisions or offices of DMA or movement outside DMA must be reported to the Reports and Records Branch. Actions taken that affect status of the case must also be reported.

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EXPLORATION ASSISTANCE

Any action taken to change the type of request for assistance must be promptly reported to the Reports and Records Branch. Use DMA Form 2 for submitting these reports.

One copy to USBM., to USGS. & to Region VII

Routing Slip

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UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SECRETARY
~~WASHINGTON 25, D.C.~~
Room 13, Post Office Building
Knoxville 2, Tennessee

COPY

Bu 436 T

May 6, 1954

Memorandum

To: Operating Committee, D M E A - Washington

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

Subject: Final Report, DMEA-2872, Idm-E 559 (mica), Harp Mine, Lamar County, Georgia. Empire Mica Co. Spruce Pine, N. C.

Enclosed are 4 copies of the final report on the subject exploration contract by the Field Team, and 4 copies of Operator's report.

We agree with the examiners' conclusion that certification is not warranted.

/s/ Robert A. Laurence

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

RA L/zm
cc:
Beck
O'Neill
Files
Division Copy

Reviewed by
DMEA OPERATING COMMITTEE
5-14-54
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT
BY
FIELD TEAM, REGION VII

On
DMEA-2872, HARP MINE (mica)
Lamar County, Georgia

By

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

James F. O'Neill, Mining Engineer
U. S. Bureau of Mines

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

May 5, 1954

Reviewed by
DMEA OPERATING COMMITTEE
5-14-54
(date)

FINAL REPORT
On
DMEA-2872, Idm-E 559, HARP MINE
(mica)

Operator: Empire Mica Company, Spruce Pine, North Carolina

Work completed under the contract consisted of bulldozing a trench 50' x 15' x 10' deep, sinking a 60-foot vertical shaft and driving a total of 96 feet of laterals. As no commercial deposit of mica was discovered, no certification of discovery should be made, nor is additional exploratory work warranted.

The Harp Mine is located 4.5 airline miles S 9° E. of Barnesville, Lamar County, Georgia.

Work began on July 23, 1953 and was completed March 30, 1954. A 50' x 15' x 10' deep trench was bulldozed on the southwest end of the pegmatite. Near this trench a 60-foot 5' x 7' vertical shaft was sunk and the first 30 feet of it was timbered. The shaft was bottomed at 60 feet rather than the proposed 75 feet as the pegmatite was thinning and flattening rapidly with depth. From the 60-foot level a crosscut was driven 29 feet in an N. 5° W. direction. Drifts were made from a point in this crosscut 5 feet from the shaft; 20 feet to the northeast and 10 feet to the southwest. As the pegmatite was thin at this level and contained no strategic mica the shaft was then floored at 38.5 feet and a drift was driven northeastward for 37 feet.

A disconformable pegmatite which thins downward from about 8 feet near the surface to 1/2 - 2 feet at the 60-foot level was exposed by the work. It strikes N. 40° E., but the dip flattens from vertical in the upper 40 feet to 60° N.W. at the 60-foot level. The enclosing country rock whose foliation strikes N. 20-30° E and dips 40-50° S.W. is pegmatized biotite-garnet gneiss. The pegmatite consists of perthite, quartz and muscovite. Most of the latter is "burr" with minor quantities of book mica which is small and badly cracked. No mica of commercial value was recovered from the shaft or levels, although about 300 pounds of surface stained book mica was obtained from the trench.

The reserves indicated by the work under the contract are negligible.

Expenditures:

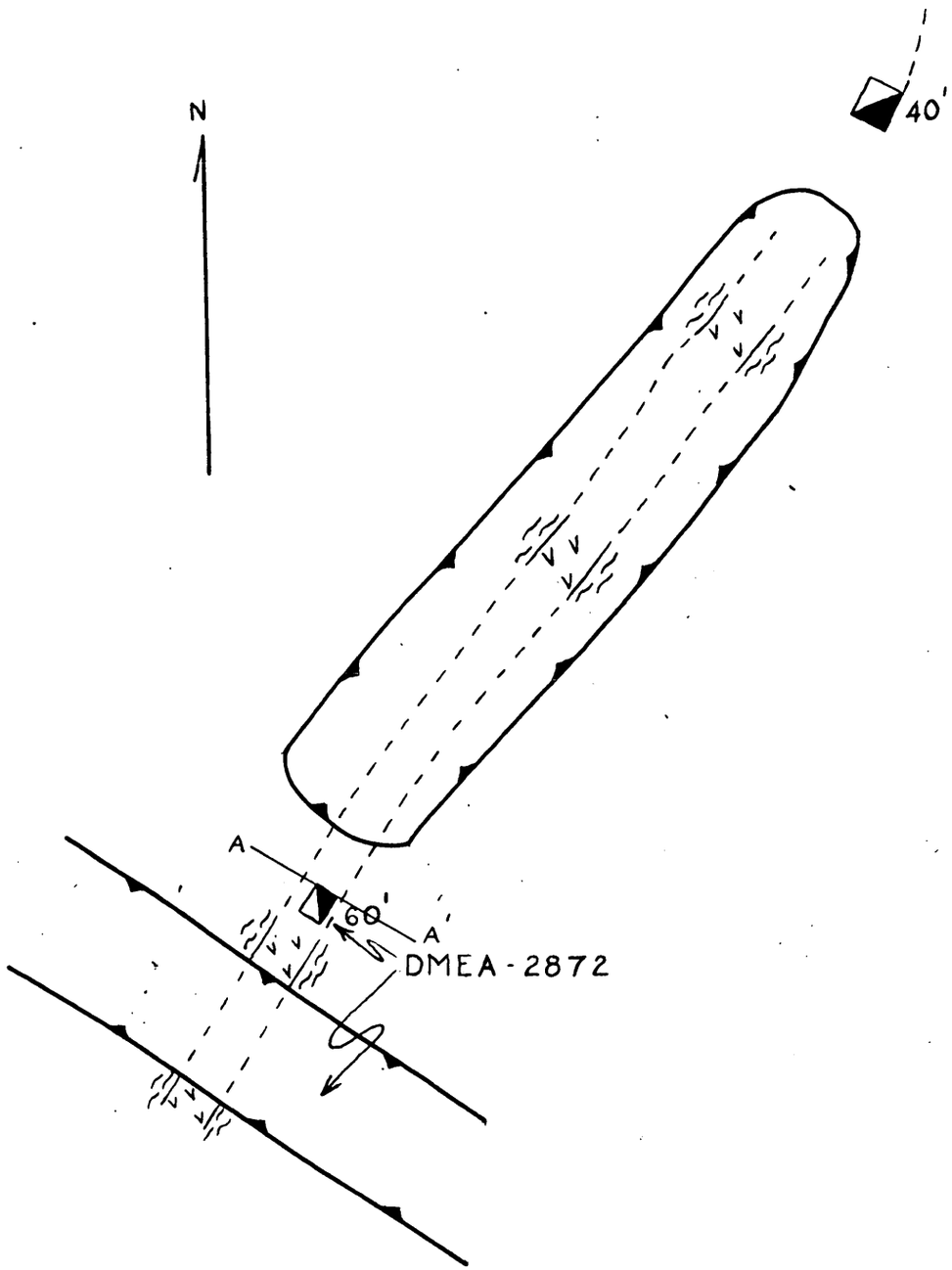
(a)	Total approved	$7,400.00
(b)	Total cost of project	6,255.00
(c)	Government's share of cost	5,629.50
(d)	Government's share unexpended	1,030.50
(e)	Value of production during operations	-- None

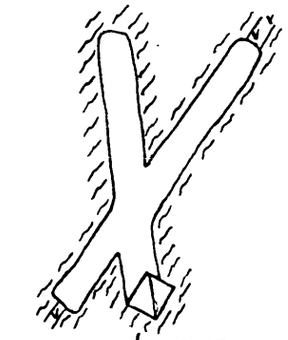
The project was conducted in a satisfactory and efficient manner. No equipment was purchased under the contract.

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

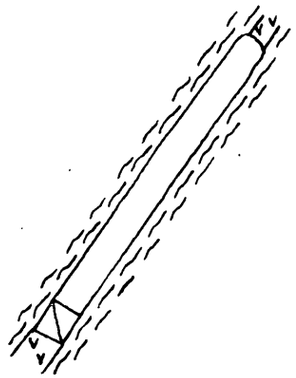
James F. O'Neill, Mining Engineer
U. S. Bureau of Mines

Date: May 5, 1954

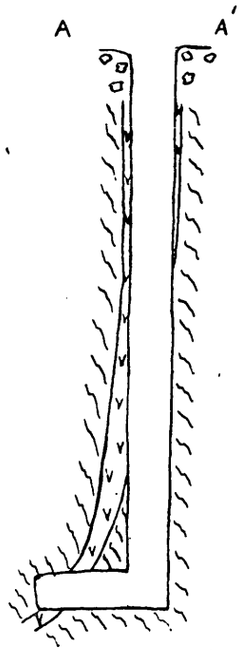




PLAN 60' LEVEL



PLAN 38.5' LEVEL



SECTION A-A'

0 20' 40'

SCALE

SKETCH OF
HARP MINE
LAMAR CO., GA.

DMEA-2872

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
BOX L
UNIVERSITY, ALABAMA

REGION VII

November 20, 1953

Interim Report

DMEA No. 2872 - Mica
Harp Mine
Empire Mica Co.
Contract No. Idm-E-559.

Subject project was visited on November 18, 1953 with Ben Gildersleve. About one hour was spent on site.

The shaft was 39 feet deep and was timbered to 30 feet; partially partitioned with ladderway 20 feet from the collar. There was no extension ladderway to the bottom.

The project was not being operated in a workmanlike manner. The following unsafe practices were observed at the site:

Blasting power was stored in the bed of the truck with tools, oil, and detonators; and was hauled from and to the workingmen's home and mine each day.

Loose rocks were lying on the timber at the collar of the shaft and also in the shaft and on the one landing. Loose wire hoses and tools were scattered helter skelter around the collar of the shaft.

The cable attachment to the bucket bail was inadequate. It had a single clamp and was installed without a collar.

The men were working in the shaft without lights and hard hats.

The bucket was being hoisted with the use of one safety ring, the second one was tied to the bail.

There was no signal system in the shaft.

The sheave attachment to the boom pole did not appear adequate.

Corrective measures were recommended for all unsafe practices observed.

The bottom of the shaft was in the footwall of the dike. A small flow of water was encountered that was being handled by bailing out with the bucket.

J. F. O'Neill, Mining Engineer
Mining Development Branch
Mining Division, Region VII

Ben Gildersleve,
U. S. Geological Survey

JFO'Neill:al

cc: Regional Director, Region VII
R. A. Laurence, orig. & 5
V. J. Lynch
A. A. McKinney
Ben Gildersleve
J. F. O'Neill
Day File
File

DOCKET FILE
Referred:
Anderson
Dunk
Burton
Tarbutt
Selridge
Fitzhenrode

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

JUN 29 1954

Mr. Sam L. Phillips
Empire Mica Company
Spruce Pine, North Carolina

Re: Docket No. DMEA-2872 - Mica
Harrison W. Harp Mine
Lamar County, Georgia
Contract No. Idm-2559

Dear Mr. Phillips:

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 audited and settled account shows:

Total claimed for units of work performed	$6,255.00
Total Government contribution at 90 percent	$5,629.50

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 any production therefrom except with respect to any production between the date of the contract and the end of the period within which the Government might make such certification.

The Government is grateful for your participation in the exploration program of the Defense Minerals Exploration Administration.

Sincerely yours,

C. O. Mittenderf (fw)

Administrator

WCAnderson:gad 6/22/54

Copy to: Adm. L. File
Docket File
Field Team, Region VII
Mr. Dietrich, 3061
Mr. Larrabee, G-232 GSA Bldg.
Mr. Hoak
Mr. Chambers

R.C.J.

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

Project Summary Report

By: Walter C. Anderson June 22, 1954

1. Docket No. DMEA-2872 - Mica
Contract No. Idm-E559
Harrison W. Harp Mine
Lamar County, Georgia

Operators: Sam L. Phillips, John Phillips and Lin Carpenter d/b/a
Empire Mica Company
Spruce Pine, North Carolina

Operators' property rights:
Five year lease dated December 23, 1952
Guaranty of payment dated July 8, 1953

2. Contract - dated June 29, 1953

Work authorized:

Bulldozer excavation - 15 hrs. @ $10.00/hr.	$150.00
75 feet of shaft @ $42.00/ft.	3,150.00
75 feet of shaft timbering @ $8.00/ft.	600.00
100 feet of drift @ $35.00/ft.	3,500.00
Total estimated cost	$7,400.00
Government participation @ 90%	$6,660.00

Amendments:

No. 1 - 2/25/54 - Extends completion date from 8 mos. to 12 mos.
No. 2 - 3/2/54 - Adds "and/or crosscut" to "drift", wherever it appears under Description of Work and Agreed Unit Costs.

Work completed:

Bulldozing - 13½ hrs. @ $10.00/hr.	$135.00
60 feet of shaft @ $42.00/ft.	2,520.00
30 feet of shaft timbering @ $8.00/ft.	240.00
96 feet of drifting @ $35.00/ft.	3,360.00
Total accepted cost	$6,255.00
Government participation @ 90%	$5,629.50

Work began on July 23, 1953 and completed March 30, 1954.
About 300 pounds of stained mica recovered from trench, but none from the shaft or drifts.
Field Team Final Report received May 10, 1954.
Operators' Final Report received May 10, 1954.

3. Audit - certificate issued April 26, 1954 (no exceptions).

Accepted cost	$6,255.00
Government participation	$5,629.50

4. Certification of discovery - none issued.

5. Comments -

How conducted: Work was done efficiently and according to good mining practice.

Operation: Good.

Engineering: Narrative portions of Operators' monthly reports were inadequate but final report was above average.

Geological premise: The premise that a zoned pegmatite containing strategic mica would continue was incorrect, as it thinned to ½ to 2 foot disconformable pegmatite, containing non-strategic mica.

Geological criteria upon which work was based:

1. Zoned pegmatite 5½ to 6½ feet thick.
2. Occurrence of mica books up to 15 inches in diameter from which 3" x 5" and 4" x 6" sheets have been trimmed.
3. Past production.

Criteria developed during project:

1. Disconformable pegmatite ½ to 2 feet thick.
2. Small quantities of book mica, small and badly cracked.

Future possibilities: None.

Recommendations: The Nonmetallic Minerals Division concurs with the field team that no certification of discovery should be issued, since no commercial deposit of mica was found, nor is additional exploratory work warranted. The Geological Survey and the Bureau of Mines also concur.

IN REPLY REFER TO:

G-MD-CNM

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

Department of the Interior
Defense Minerals Administration
RECEIVED
MAY 12 1954

May 11, 1954

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2872 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: Empire Mica Co., Spruce Pine, N. C.
Name of property: Harp Mine.
Location of property: Lamar County, Georgia.
Date of field team report: May 5, 1954.
Authorship of field team report: K. H. Teague, L. E. Shirley, and D. H. Amos.
Field team's recommendation:

1. Termination.
2. No certification.
3. No additional work.

Comments:

No commercial mica discovered.

ACTION RECOMMENDED:

Follow field team's recommendation.

D. M. Larrabee

D. M. Larrabee

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

May 18, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2872 (Mica)

Contract Number: Idm-E 559

Applicant: Empire Mica Company

Name and Location of Property: Harp Mine, Lamar County, Georgia

Date of Field Team's Final Report: May 6, 1954

Date Rec'd. by Ceramic & Fertilizer Materials Branch: May 13, 1954

Field Team's Recommendation:

1. No certification of discovery or development.

Comments:

1. Exploration was by bulldozing a trench, sinking 60-foot shaft and driving 96 feet of laterals.
2. Work began on July 23, 1953 and was completed on March 30, 1954.
3. No commercial mica was encountered.
4. Expenditures -

Total approved cost	$7,400.00
Total cost	6,255.00
Gov't. share of cost	5,629.50
Value	none

Recommendation:

I concur in the field team's recommendation to deny certification of discovery or development.

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.

May 6, 1954

Memorandum

To: Operating Committee, D M E A- Washington

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

Subject: Final Report, DMEA-2872, Idm-E 559 (mica), Harp Mine, Lamar County, Georgia. Empire Mica Co. Spruce Pine, N. C.

Enclosed are 4 copies of the final report on the subject exploration contract by the Field Team, and 4 copies of Operator's report.

We agree with the examiners' conclusion that certification is not warranted.

Robert A. Laurence

Robert A. Laurence

Wm. A. Beck

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

Spruce Pine, North Carolina
April 23, 1954

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

Re: DMEA-2872, Idm-E559 (Mica)
Harp Mica Mine, Georgia
Final Report

Dear Mr. Laurence:

The following will serve as a final report on the operations of the above mine:

Work began on this project in June, 1953. We bulldozed a cut-out and uncovered a small vein about 3 feet under the ground which we bulldozed down to hard rock. As a result of the bull dozing we were able to locate a shaft, and we thought we had the best possibility of uncovering a good mica vein. We sank the shaft through slate for about 30 feet and then after picking up a little flint and quartz we continued to sink the shaft to 60 feet in all. At the 55 foot level we drifted N. E. 20 ft. most of which was through slate and some vein material, but no mica. We then drifted 10 ft. S. W. from the 55 foot level and although we were in a little vein material, no mica of strategic quality was recovered. We drove a cross-cut approximately 26 ft. from this same level of the shaft and were in flint, feldspar and quartz most of this distance, and again did not find any strategic quality mica.

At the 37 ft. level of our shaft we drove a drift 40 ft. N. E. and were in vein material most of the 40', which consisted of feldspar and flint and very little mica - none of strategic quality. We did a total of 96 feet of drifting and cross-cutting

and the contract was terminated mutually at that point.

We wish to express our appreciation for the cooperation of the government engineers on this project. If there is any other information that you need, please let us know.

Very truly yours,

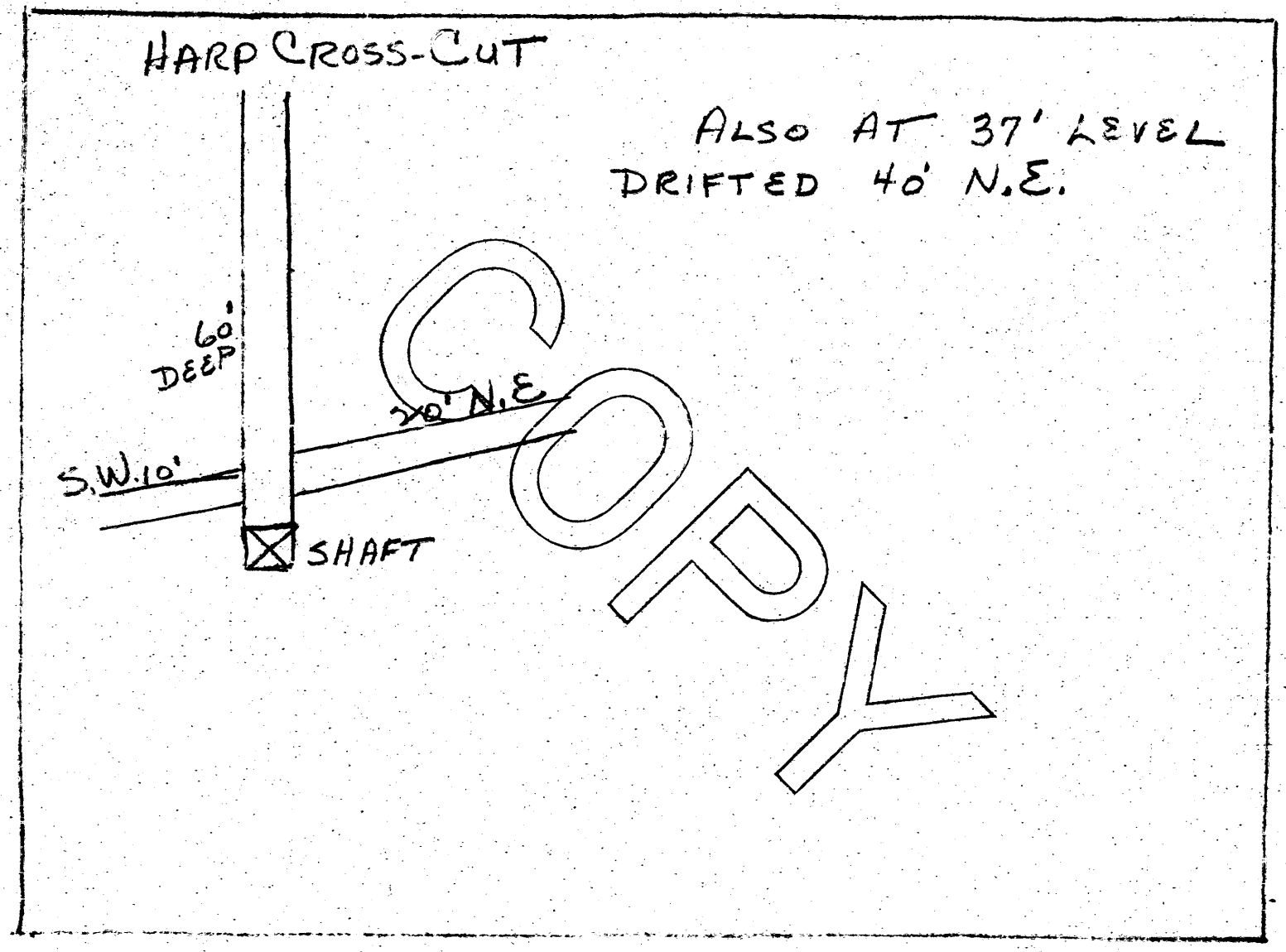
Sam L. Phillips

Sam L. Phillips

SLP/mb
Sketch attached

RECEIVED
APR 30 1954
U.S. Geological Survey
Geologic Division
Knoxville, Tenn.

HARP MINE


HARP CROSS-CUT
ALSO AT 37' LEVEL
DRIFTED 40' N.E.
60' DEEP
20' N.E
S.W. 10'
SHAFT
COPY

Spruce Pine, North Carolina
April 23, 1954

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

Re: DMEA-23724, Ico-3559 (Mica)
Harp Mica Mine, Georgia
Final Report

Dear Mr. Lawrence:

The following will serve as a final report on the operations of the above mine:

Work began on this project in June, 1953. We bulldozed a cut-out and uncovered a small vein about 3 feet under the ground which we bulldozed down to hard rock. As a result of the bull dozing we were able to locate a shaft, and we thought we had the best possibility of uncovering a good mica vein. We sank the shaft through slate for about 30 feet and then after picking up a little flint and quartz we continued to sink the shaft to 60 feet in all. At the 55 foot level we drifted N. E. 20 ft. most of which was through slate and some vein material, but no mica. We then drifted 10 ft. S. W. from the 55 foot level and although we were in a little vein material, no mica of strategic quality was recovered. We drove a cross-cut approximately 26 ft. from this same level of the shaft and were in flint, feldspar and quartz most of this distance, and again did not find any strategic quality mica.

At the 37 ft. level of our shaft we drove a drift 40 ft. N. E. and were in vein material most of the 40', which consisted of feldspar and flint and very little mica - none of strategic quality. We did a total of 96 feet of drifting and cross-cutting

and the contract was terminated mutually at that point.

We wish to express our appreciation for the cooperation of the government engineers on this project. If there is any other information that you need, please let us know.

Very truly yours,

(Signed)

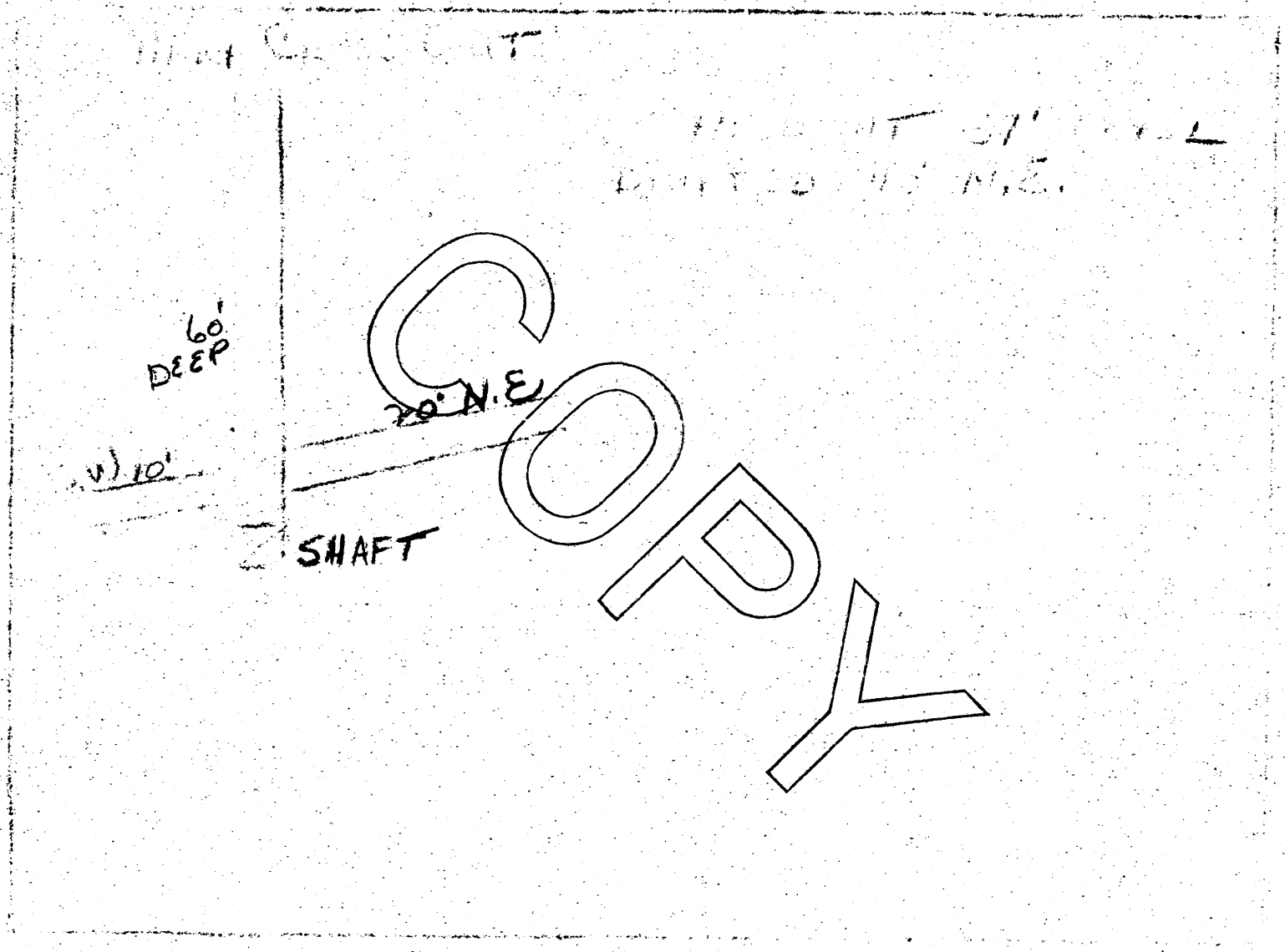
Sam L. Phillips

SLP/mb
Sketch attached

COPY

APR 30 1954

RECEIVED
APR 30 1954
U. S. Atomic Energy Commission
Knoxville, Tenn.



COPY

Spruce Pine, North Carolina
April 23, 1954

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

Re: DMEA-2872, Ion-2599 (Mica)
Harp Mica Mine, Georgia
Final Report

Dear Mr. Laurence:

The following will serve as a final report on the operations of the above Mine:

Work began on this project in June, 1953. We bulldozed a cut-out and uncovered a small vein about 3 feet under the ground which we bulldozed down to hard rock. As a result of the bull dozing we were able to locate a shaft, and we thought we had the best possibility of uncovering a good mica vein. We sank the shaft through slate for about 30 feet and then after picking up a little flint and quartz we continued to sink the shaft to 60 feet in all. At the 55 foot level we drifted N. E. 20 ft. most of which was through slate and some vein material, but no mica. We then drifted 10 ft. S. W. from the 55 foot level and although we were in a little vein material, no mica of strategic quality was recovered. We drove a cross-cut approximately 26 ft. from this same level of the shaft and were in flint, feldspar and quartz most of this distance, and again did not find any strategic quality mica.

At the 37 ft. level of our shaft we drove a drift 40 ft. N. E. and were in vein material most of the 40', which consisted of feldspar and flint and very little mica - none of strategic quality. We did a total of 96 feet of drifting and cross-cutting

and the contract was terminated mutually at that point.

We wish to express our appreciation for the cooperation of the government engineers on this project. If there is any other information that you need, please let us know.

Very truly yours,

(Signed)

Sam L. Phillips

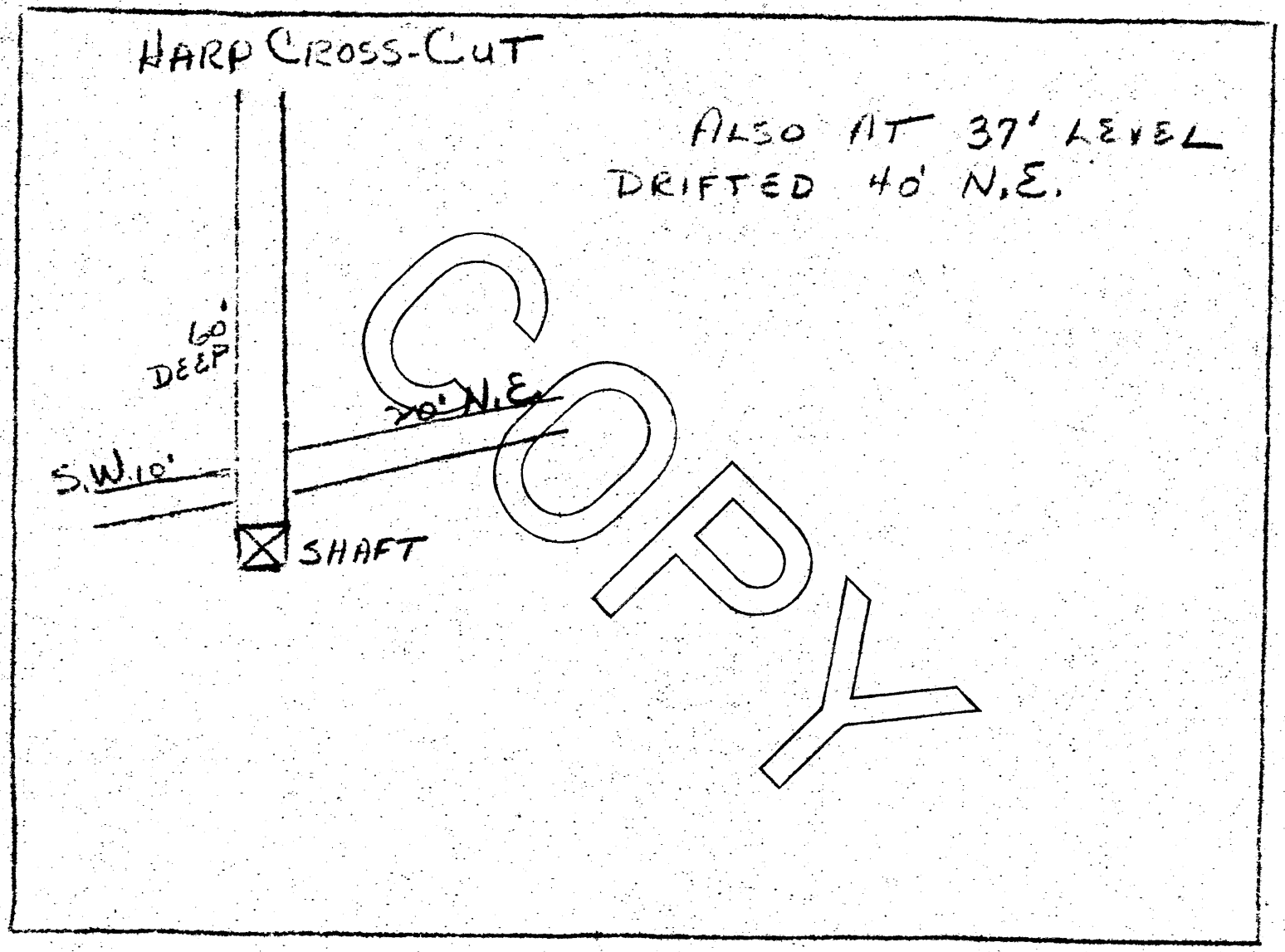
SLP/mb
Sketch attached

COPY

RECEIVED
APR 30 1954

RECEIVED
APR 30 1954
U. S. Geological Survey
Knoxville, Tenn.

HARP MINE


HARP CROSS-CUT
ALSO AT 37' LEVEL
DRIFTED 40' N.E.
60' DEEP
20' N.E.
S.W. 10'
SHAFT
COPY

IN REPLY REFER TO:
G-MD-CNM

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

APR 13 1954

April 12, 1954

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2872 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: Empire Mica Company, Spruce Pine, North Carolina.
Name of property: Harp Mine.
Location of property: LaMar County, Georgia.
Date of field team report: April 2, 1954.
Authorship of field team report: J. F. O'Neill.
Field team's recommendation: Contract be terminated with 4' to go.
Comments: O'Neill's report states that only 4' remains to be done, the mica in sight is poor, the operators are out of materials, and a trip to North Carolina will be required for more supplies. It isn't worth it.

ACTION RECOMMENDED:
Follow field team's recommendation.

D. M. Larrabee

D. M. Larrabee

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
REGION VII, SOUTHEASTERN
BOX L
UNIVERSITY, ALABAMA

FREIGHT ADDRESS:
TUSCALOOSA, ALABAMA

April 2, 1954

Interim Report

DMEA No. 2872 - Mica
Idm-E-559 Harp Mine
Empire Mica Company
Spruce Pine, North Carolina

Location: Near southern boundary of LaMar County, Georgia, 4.5 airline 59° W. Barnesville, Georgia.

Work completed to date is 62 feet of crosscutting and drifting on the 60' level and 34' of drifting at the 38.5 ft. level.

The face of the 38.5 ft. level was in wall rock and dike. The pegmatite consisted of feldspar with a few scattered small book of poor quality mica. The total footage allowed on this contract was 100 ft. and at the date of this visit it was 4 feet short of the objective. The miners experienced considerable difficulty in pulling the last few rounds and stated that they were out of material and equipment and it would be necessary to make a trip to North Carolina for supplies in order to get the remaining 4 feet. Recent blasting did considerable damage to the shaft timbering and in view of the poor mica showing in the drift, it appeared to be unwarranted work and is recommended that this contract be considered completed.

J. F. O'Neill
Mining Engineer
Mining Development Branch
Mining Division, Reg. VII

JFO'Neill:wjk

cc: R. A. Laurence, Orig. & 5
Regional Director, Reg. VII
V. J. Lynch
A. A. McKinney
J. F. O'Neill
Day file
File

Received
APR 29 1954

INTERIM REPORT
On
DMEA-2872, Idm-E 559, HARP MINE (mica)

Operator: Empire Mica Co. Spruce Pine, North Carolina

Location: Near southern boundary of Lamar County, Georgia, 4.5 airline miles S. 9° E. of Barnsville, Georgia

Drifts have been driven along the pegmatite from the crosscut on the 60 foot level; 20 feet to the northeast and 10 feet to the southwest. No strategic mica was discovered in the work at this level. The shaft was then floored at 38.5 feet and a drift extended 24 feet northeastward. The pegmatite in this drift is about 4.5 feet thick. It strikes N. 50° E. and is vertical. The pegmatite consists of feldspar and scattered small books of poor quality mica. The remaining drift footage on the contract is to be used in extension of the drift to the northeast.

Date of Exam:
March 24, 1954.

Dewey H. Amos

Dewey H. Amos, Geologist
U. S. G. S.

J. F. O'Neill

J. F. O'Neill, Mining Engineer
U. S. B. M.

z

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

March 15, 1954

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Amendment No. 1 and Amendment No. 2 - Docket No. DMEA-2872 - Mica
Empire Mica Company
Harrison W. Harp Mine
Lamar County, Georgia
Contract No. Idm-E559

Amendment No. 1 amends Article 3 to read 12 months or June 29, 1954, as the completion date for the contract. The Nonmetallic Minerals Division concurs in the amendment as written and executed in the field.

Amendment No. 2 amends Exhibit "A" under Description of the Work and changes Item 3 and the line immediately following to read "Drift and/or crosscut" instead of "Drift". Under Agreed Unit Costs of Exhibit "A", the last item is changed to read "Drifting and/or crosscutting" instead of "Drifting". The Nonmetallic Minerals Division concurs in the amendment as written and executed in the field.

RECEIVED
MAR 18 1954
GENERAL COUNSEL
DEFENSE MINERALS
ADMINISTRATION

File Copy
Surname:
Houk

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

N.S. in R.R.

March 15, 1954

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Amendment No. 1 and Amendment No. 2 - Docket No. DMEA-2872 - Mica
Empire Mica Company
Harrison W. Harp Mine
Lamar County, Georgia
Contract No. Idm-E559

Amendment No. 1 amends Article 3 to read 12 months or June 29, 1954, as the completion date for the contract. The Nonmetallic Minerals Division concurs in the amendment as written and executed in the field.

Amendment No. 2 amends Exhibit "A" under Description of the Work and changes Item 3 and the line immediately following to read "Drift and/or crosscut" instead of "Drift". Under Agreed Unit Costs of Exhibit "A", the last item is changed to read "Drifting and/or crosscutting" instead of "Drifting". The Nonmetallic Minerals Division concurs in the amendment as written and executed in the field.

LGHouk:gad 3/15/54
Copy to: Admr. R. File
Docket File
Mr. Houk

File Copy
Surname:

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

MAR 11 1954

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

Dear Mr. Laurence:

We wish to call your attention to the following dockets, the completion dates of which may require extension by amendment:

Docket	Contract	Completion date
DMEA-2784	Idm-E519	February 14, 1954
DMEA-2785	Idm-E518	February 14, 1954
DMEA-2840	Idm-E507	February 9, 1954
DMEA-2872	Idm-E559	February 28, 1954
DMEA-2873	Idm-E562	March 2, 1954
DMEA-2917	Idm-E561	March 2, 1954
DMEA-2921	Idm-E548	February 15, 1954
DMEA-3008	Idm-E560	March 2, 1954

In those cases where this will be necessary and you approve, will you please furnish us copies of such amendments.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (G/B)

Approved:

J. H. Hedges
Member, Bureau of Mines (G/B)

D. M. Larrabee
Member, Geological Survey (G/B)

WCAnderson:gad 3/8/54
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.A.L. 3-15-54

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

March 8, 1954

Memorandum

To: Operating Committee, D M E A- Washington

From: Executive Officer, DMEA - Region VII

Subject: Amendment No. 1. DMEA-2872, Idm-E 559. Empire Mica Co. (Georgia) c/o Sam L. Phillips, Spruce Pine, N. C.

Transmitted herewith are three copies of the subject amendment. The usual distribution of the other copies has been made.

This amendment was necessary due to winter weather which delayed work and prevented completion of the project by the original date.

Robert A. Laurence
Robert A. Laurence

RECEIVED
MAR 18 1954
GENERAL COUNSEL
DEFENSE MINERALS
ADMINISTRATION

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

March 8, 1954

Memorandum

To: Operating Committee, D M E A- Washington

From: Executive Officer, DMEA - Region VII

Subject: Amendment No. 2. DMEA-2872, Idm-E 559. Empire Mica Co. Spruce Pine, North Carolina

Transmitted herewith are three copies of the above subject Amendment.

This amendment was necessary because of irregularity of form of the pegmatite, it was necessary to crosscut from the bottom of the shaft in order to intersect the pegmatite.

Robert A. Laurence

Robert A. Laurence

RECEIVED
MAR 18 1954
GENERAL COUNSEL
DEFENSE MINERALS
ADMINISTRATION

DEPARTMENT OF THE INTERIOR
Bureau of Mines Administration
RECEIVED
MAR 4 - 1954

INTERIM REPORT
ON
DMEA-2872, Idm-E 559, HARP MINE (mica)

Operator: Empire Mica Co., Spruce Pine, North Carolina

Location: Near southern boundary of Lamar County, Georgia, 4.5 airline miles S. 9° E. of Barnesville, Georgia

A crosscut has been driven N. 5° W. for a total of 29 feet from the 60 foot level. A pegmatite was cut at 5 feet in the crosscut. It strikes N. 40° E. and dips 78° N.W., and is 0.75-2.5 feet thick. Only burr mica is present in the pegmatite. The enclosing rock is highly pegmatized biotite-garnet gneiss which strikes N. 30° E. and dips 50° SW. It was recommended to the operator that drifts be driven from the crosscut both directions on the pegmatite, concentrating the major portion of the work to the northeast.

19th Feb. 1954.

K. H. Teague Dewey H. Amos

K. H. Teague & Dewey H. Amos, Geologists
U. S. G. S.

J. F. O'Neill

J. F. O'Neill, Mining Engineer, U.S.B.M.

Z

MW

18 1954

INTERIM REPORT
On
DMEA-2872, Idm-E 559 (mica)
HARP MINE

Operator: Empire Mica Company, Spruce Pine, North Carolina

Location: Near southern boundary of Lamar County, Georgia, 4.5 airline miles S 9° E. of Barnsville, Georgia

The shaft has been sunk to a depth of 60 feet. The mine was flooded during the last visit and the extent of crosscut and drift could not be determined, but according to the operator it has been advanced about 28 feet. The pegmatite left the northwest side of the shaft at 45 feet. At this point the pegmatite strikes N 40° E and dips 55° NW. It is about 4.5 feet thick. The pegmatite flattens very rapidly in the lower 10 feet exposed. Level work was begun from the 60 foot level rather than the proposed 70 foot level because of this flattening.

Date of last
examination. Feb. 5, 1954

Kefton H. Teague Dewey H. Amos

Kefton H. Teague and Dewey H. Amos
U. S. Geological Survey
and
Wm. A. Beck, U. S. Bureau of Mines

W. A. Beck

FILE COPY
SURNAME:

Talbert
Anderson
Houk
Chambers

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

DEC 3 - 1953

Mr. Robert A. Lawrence
Executive Officer
DMTA Field Team, Region VII
Room 13, Post Office Building
Knoxville 2, Tennessee

Re: Idm-8559, DMA-2872
Empire Mica Company
Harp Mine (Mica)

Dear Mr. Lawrence:

The July, August and September, 1953, Forms MF-104 for the referenced Exploration Project Contract indicate that the Operators have claimed for and been reimbursed by the Government on the basis of having performed the following work:

34 feet of shaft sinking	@ $42.00/ft.	$1,428.00
34 feet of shaft timbering	@ $8.00/ft.	272.00
13½ hours of bulldozing	@ $10.00/hr.	135.00

In an Interim Report, dated November 20, 1953 and covering a visit to the project on November 18, 1953 by J. F. O'Neill, Mining Engineer, and Ben Gildersleeve, Geologist, there appears the following statement:

"The shaft was 39 feet deep and was timbered to 30 feet; partially partitioned with ladderway 20 feet from the collar. There was no extension ladderway to the bottom."

It appears, therefore, that the Operator has claimed and been paid for:

(1) Shaft timbering that was not performed; and
(2) Shaft sinking not fully meeting the contract specifications, since the unit cost was to include the cost of a partition between compartments and the ladders.

The matter is brought to your attention in order that corrective action, if required, may be taken in the payment of subsequent Forms MF-104 submitted by the Operator.

MDTalbert/wb
December 2, 1953

Copy to: Docket
Admr. Reading File
Mr. Houk
Mrs. Piper
Mr. Chambers

Sincerely yours,

(Signed) J. L. Chambers

Jay L. Chambers, Chief
Contract Administration
and Audit Division

R.C.L.
12-3-53

913

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[illegible] minerals [illegible]
[illegible]
[illegible] 1953

INTERIM REPORT

IMRA-2872, Idm-E559 (mica) HARRISON W. HARP MINE

Operator: Sam L. Phillips, John Phillips, and Lin Carpenter, all of Spruce Pine, N. C. partners, d/b/a Empire Mica Co.

Location: The mine is on the R. J. Caldwell farm near the southern boundary of Lamar County, Georgia. It is 4.5 airline miles S. 90 E. of Barnesville, Georgia.

This project has just started and the shaft was down 13 feet with 9 feet of it timbered. The shaft is still in weathered material, thus no drilling equipment is needed as yet on the project. The shaft is in pegmatite which is well zoned and has a quartz rib.

The project is being carried on in an efficient manner. However, several unsafe conditions were called to the attention of the foreman which he promised to correct.

August 21, 1953

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

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

gm

C
O
P
Y

August 11, 1953

Mr. Robert A. Laurence
Executive Officer
Region VII
Room 13, Post Office Building
Knoxville 2, Tennessee

Dear Mr. Laurence:

Attached herewith is one copy each of contracts Idm-E553, 557, 559, 560, 561, 562, 563, and 565.

These "extra copies" are for use of your office in making reports on these projects.

Sincerely yours,

/s/ C. O. Mittendorf

Administrator

Attachments - 8

REAdams:meb
8/11/53
cc: to Adm. Reading File
Mail & Files Br.

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

July 10, 1953

Memorandum

To: Chairman, Operating Committee - D M E A

From: Executive Officer, D M E A - Region 7

Subject: Signed Contract - DMEA-2872, Idm-E559. Empire Mica Co. Spruce Pine, N. C.

Transmitted herewith are three signed copies of the above subject contract. The customary distribution of the copies has been made.

Robert A. Laurence
Robert A. Laurence

cc
7-10

FILE COPY
SURNAME:

Feitler
Houk
Clumpner
Offane
Selfridge
Johnson
Mica

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

JUN 29 1953

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

Subject: Docket No. DMEA-2872
Empire Mica Company
Harrison W. Harp Mine
Upson County, Georgia

Dear Mr. Laurence:

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

If the contract meets with your approval, insert the time for starting and completing the work in Article 3 of the contract and 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 Bureau of Mines and the Geological Survey are enclosed.

Sincerely yours,

George C. Selfridge (SAB) 6-29-53
Chairman, Operating Committee

Approved:

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

A. R. Kinkel, Jr. (SAB)
Member, Geological Survey

Enclosures 10

SAFeitler:gad 6/17/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

P.S. The personal guaranty should be signed and notarized as indicated.

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

June 17, 1953

Memorandum

Docket No. DMEA-2872 - Mica
Empire Mica Company
Harrison W. Harp Mine
Upson County, Georgia

To: Administrator

From: Nonmetallic Minerals Division

Subject: Waiver of MF-203

Recommendation: It is recommended that the Administrator waive the Owner's Consent to Lien in this case.

Data and conclusions:

Sam L. Phillips, John Phillips, and Lin Carpenter, a partnership (Empire Mica Company), have requested that the Owner's Consent to Lien be waived. Each has submitted a financial statement and is willing to give a personal guaranty for royalty payments under an exploration contract. (Legal says "contract obligation is equivalent to guaranty".)

Financial statements submitted by the three partners indicate net worth as follows:

4/15/53	Sam L. Phillips	$36,000.00
3/31/53	John Phillips	81,033.81
4/16/53	Lin Carpenter	118,000.00
		$235,033.81

The estimated cost of the project is $7,400.00 and Government participation, at 90%, is $6,660.00. On the basis of their aggregate net worth, the Nonmetallic Minerals Division recommends waiving the Owner's Consent to Lien.

Copies of the financial statements are attached.

Stanley A. Feitler
Stanley A. Feitler
Nonmetallic Minerals Division

Attachments 3

FINANCIAL STATEMENT

To THE NORTHWESTERN BANK

The undersigned, for the purpose of procuring credit from time to time from you for the negotiable paper of the undersigned or otherwise, furnish you with the following statement, which fully and truly sets forth the financial condition of the undersigned on the ..... day of ..... 19....., which statement you can consider as continuing to be full and accurate unless notice of change is given you. The undersigned agree to notify you promptly of any change that materially reduces the pecuniary responsibility of the undersigned.

In consideration of the granting of such credit the undersigned agree that if the undersigned at any time fail or become insolvent, or commit an Act of Bankruptcy, or if any of the representations made below prove to be untrue, or if the undersigned fail to notify you of any material change as before agreed; then and in either such case all obligations of the undersigned held by you shall immediately become due and payable without demand or notice, and the same may be charged agaisnt the balance of any deposit account of the undersigned with you, the undersigned hereby giving a continuing lien upon such balance of deposit account from time to time existing to secure all obligations of the undersigned held by you.

ASSETS		LIABILITIES	
Cash on Hand and In Bank	8800.00	Bills Payable for Merchandise	
Bills receivable, all good	25000.00	Notes Due Banks	300.00
Accounts receivable, all good			
Merchandise (How Valued)	25000.00		
Cash Value of Life Insurance	2500.00	Bills Payable, otherwise disposed of	
Stocks and Bonds		Open Accounts	
Machinery and Fixtures	50000.00	Mortgages or Liens on Real Estate	none
Real Estate Belonging to ~~Firm~~	7000.00	Other Indebtedness and of what composed	
Other Assets and of what composed		Total Liabilities	300.00
		Net Worth	118000.00
Total	118300.00	Total	118300.00

Contingent Liability. { Accommodation Endorsements ..... / Endorsed Bills Receivable Outstanding .....

SCHEDULE OF LAND

Location and Description	Acres	Estimated Value	Valuation Assessed	Mortgage
Dwelling house Spring Pine, N.C.	1	$ 4000.00	$	$
Other land in Spring Pine, N.C.	2	$ 2000.00	$	$
		$	$	$
		$	$	$

TITLE:—The title to all the above described Real Estate is in my name solely, except as follows Dwelling house in my wife's name too. Other land in mine and John Phillips.

INSURANCE

FIRE—Buildings $ 30000.00 Personal Property $ ..... Merchandise $ .....

LIFE—$ 2500.00 Who is the beneficiary Wife

Sworn to and subscribed before me this ..... day of ..... 19.....

..... Notary Public.

Please sign here .....

By Lin Carpenter

Date Signed April 16, 1953

FINANCIAL STATEMENT

To THE NORTHWESTERN BANK

The undersigned, for the purpose of procuring credit from time to time from you for the negotiable paper of the undersigned or otherwise, furnish you with the following statement, which fully and truly sets forth the financial condition of the undersigned on the 15 day of April 1953, which statement you can consider as continuing to be full and accurate unless notice of change is given you. The undersigned agree to notify you promptly of any change that materially reduces the pecuniary responsibility of the undersigned.

In consideration of the granting of such credit the undersigned agree that if the undersigned at any time fail or become insolvent, or commit an Act of Bankruptcy, or if any of the representations made below prove to be untrue, or if the undersigned fail to notify you of any material change as before agreed; then and in either such case all obligations of the undersigned held by you shall immediately become due and payable without demand or notice, and the same may be charged agaisnt the balance of any deposit account of the undersigned with you, the undersigned hereby giving a continuing lien upon such balance of deposit account from time to time existing to secure all obligations of the undersigned held by you.

ASSETS		LIABILITIES	
Cash on Hand and In Bank	10000.00	Bills Payable for Merchandise	200.00
Bills receivable, all good	1600.00	Notes Due Banks	2000.00
Accounts receivable, all good			
Merchandise (How Valued)			
Cash Value of Life Insurance	10000.00	Bills Payable, otherwise disposed of	
Stocks and Bonds	100.00	Open Accounts	
Machinery and Fixtures	2000.00	Mortgages or Liens on Real Estate	6000.00
Real Estate Belonging to ~~Firm~~	23500.00	Other Indebtedness and of what composed	
Other Assets and of what composed		Total Liabilities	8200.00
		Net Worth	36000.00
Total	44200.00	Total	44200.00

Contingent Liability. { Accommodation Endorsements ..... Endorsed Bills Receivable Outstanding .....

SCHEDULE OF LAND

Location and Description	Acres	Estimated Value	Valuation Assessed	Mortgage
325A Ashby St. Alexandria, Va.	1/8	$12000.00	$	$5000.00
1 lot Athens, Ga.	1/2	$ 500.00	$	$ none
Farm Wing, N.C.	125	$ 6000.00	$	$ none
Woodlawn, N.C.	5	$ 5000.00	$	$ 1000.00

TITLE:—The title to all the above described Real Estate is in my name solely, except as follows: The one at Alexandria Va., Athens, Ga. and Woodlawn, N.C. are in my wife's name too.

INSURANCE

FIRE—Buildings $ ..... Personal Property $ 500.00 ..... Merchandise $ .....

LIFE—$ 10,000.00 ..... Who is the beneficiary Wife

Sworn to and subscribed before me this ..... day of ..... 19 .....

..... Notary Public.

Please sign here .....

By Sam L. Phillips

Date Signed April 16, 1953

FINANCIAL STATEMENT

To THE NORTHWESTERN BANK

The undersigned, for the purpose of procuring credit from time to time from you for the negotiable paper of the undersigned or otherwise, furnish you with the following statement, which fully and truly sets forth the financial condition of the undersigned on the 31 day of March 1953, which statement you can consider as continuing to be full and accurate unless notice of change is given you. The undersigned agree to notify you promptly of any change that materially reduces the pecuniary responsibility of the undersigned.

In consideration of the granting of such credit the undersigned agree that if the undersigned at any time fail or become insolvent, or commit an Act of Bankruptcy, or if any of the representations made below prove to be untrue, or if the undersigned fail to notify you of any material change as before agreed; then and in either such case all obligations of the undersigned held by you shall immediately become due and payable without demand or notice, and the same may be charged agaisnt the balance of any deposit account of the undersigned with you, the undersigned hereby giving a continuing lien upon such balance of deposit account from time to time existing to secure all obligations of the undersigned held by you.

ASSETS		LIABILITIES	
Cash on Hand and In Bank	2160 24	Bills Payable for Merchandise	
Bills receivable, all good		Notes Due Banks	10225 00
Accounts receivable, all good		Notes to Individuals	2500 00
Merchandise (How Valued)			
Cash Value of Life Insurance	5000 00	Bills Payable, otherwise disposed of	
Stocks and Bonds		Open Accounts	
Machinery and Fixtures		Mortgages or Liens on Real Estate	
Real Estate Belonging to Firm		Other Indebtedness and of what composed: ½ of Phillips & Coulter	6509 22
Personal Real Estate	15000 00	⅓ of Carpenter & Phillips	3261 95
Other Assets and of what composed: ½ Phillips & Coulter	51504 23	½ of Newland Motor Center	4000 00
⅓ Carpenter & Phillips	10805 51		
½ Newland Motor Center	6000 00		
Mineral Interests	17000 00	Total Liabilities	26436 17
		Net Worth	81033 81
Total	107469 98	Total	107469 98

Contingent Liability. { Accommodation Endorsements: None
Endorsed Bills Receivable Outstanding:

SCHEDULE OF LAND

Location and Description	Acres	Estimated Value	Valuation Assessed	Mortgage
House & Lot in Spencer Vine		$15000.00	$	$
Business Bldg of Phillips & Coulter		$60000.00	$	$
		$	$	$
		$	$	$

TITLE:—The title to all the above described Real Estate is in my name solely, except as follows: Title to Business Building in Name of John Phillips & C. V. Coulter

INSURANCE

FIRE—Buildings $ Personal Property $ Merchandise $

LIFE—$ 5000.00 Who is the beneficiary Willie Mae Phillips

Sworn to and subscribed before me this day of 19

Notary Public.

Please sign here John Phillips

By

Date Signed 19

Spruce Pine, North Carolina
June 22, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration

JUN 23 1953

Mr. Lawrence G. Houk
Nonmetallic Minerals Division
Department of Interior DMEA
Washington 25, D. C.

Subject: Docket No. DMEA-2872 - Mica
Harp Mica Miners
Harrison W. Harp (Clay Creek) Mine
Larmar County, Georgia

Dear Mr. Houk:

We have made several attempts to get the owner of the Harp Mica Mine to sign the Owner's Consent To Lien. We have through our attorney in Barnesville, Georgia, who knows the Landlord well, attempted to get the Owner's Consent To Lien signed, but have failed to do so.

The Empire Mica Company a partnership, is doing business as the Harp Mica Miners and Empire Mica Company, will be gald to sign the Government's guarantee.

Sincerely yours,

Sam L. Phillips

Sam L. Phillips, Partner

SLP/lc

Only 5 years lease
no suits contested
Owner refused to give consent
Jones

FILE COPY
SURNAME:

Feitler
Houk
Chandler

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

June 17, 1953

Memorandum

Docket No. DMEA-2872 - Mica
Empire Mica Company
Harrison W. Harp Mine
Upson County, Georgia

To: Administrator

From: Nonmetallic Minerals Division

Subject: Waiver of MF-203

Recommendation: It is recommended that the Administrator waive the Owner's Consent to Lien in this case.

Data and conclusions:

Sam L. Phillips, John Phillips, and Lin Carpenter, a partnership (Empire Mica Company), have requested that the Owner's Consent to Lien be waived. Each has submitted a financial statement and is willing to give a personal guaranty for royalty payments under an exploration contract. (Legal says "contract obligation is equivalent to guaranty".)

Financial statements submitted by the three partners indicate net worth as follows:

4/15/53	Sam L. Phillips	$36,000.00
3/31/53	John Phillips	81,033.81
4/16/53	Lin Carpenter	118,000.00
		$235,033.81

The estimated cost of the project is $7,400.00 and Government participation, at 90%, is $6,660.00. On the basis of their aggregate net worth, the Nonmetallic Minerals Division recommends waiving the Owner's Consent to Lien.

Copies of the financial statements are attached.

Stanley A. Feitler
Nonmetallic Minerals Division

Attachments 3
SAFeitler:gad 6/17/53
Copy to: Admr. R. File
Docket File
Mr. Houk

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

June 15, 1953

Memorandum

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

From: Chief Counsel

Subject: Empire Mica Company - Docket No. DMEA-2872

There is attached, in satisfactory legal form for execution, a contract covering the above-described project, subject to the following: Article 2(b) has been changed on the assumption that the Owner's Consent to Lien has been waived.

Robert Kane
for J. L. Hofflund
Chief Counsel

Attachments

FILE COPY
SURNAME:

140

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

AEKane

June 15, 1953

N.S. in R. v R.

Memorandum

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

From: Chief Counsel

Subject: Empire Mica Company - Docket No. DMEA-2872

There is attached, in satisfactory legal form for execution, a contract covering the above-described project, subject to the following: Article 2(b) has been changed on the assumption that the Owner's Consent to Lien has been waived.

A E Kane for
J. L. Hofflund
Chief Counsel

Attachments
AEK/ema
cc: Mails & Files
J. L. Hofflund
A. E. Kane
Chron.

GEORGIA, LAMAR COUNTY

Whereas, on the 23rd day of December, 1952, the undersigned, Robert J. Caldwell, did execute a certain lease to the Empire Mica Company, a partnership composed of Sam Phillips, John Phillips and Len Carpenter, of Spruce Pine, North Carolina, in which lease the said partnership was given the right to mine certain property therein described for mica, minerals and any and all other ores upon the property therein described. It is now agreed and understood that all of the terms of said original lease are reaffirmed and ratified in their entirety. However, a change is made in the description of the property which was the subject matter of said lease. It is agreed and understood that, in lieu of the description contained said lease, the following described property is intended to be, by this amendment, the actual property upon which said lease is given: A certain old mica mine, (which was mined during World War II) upon the property hereinafter described and at which site of the said old mine there is a shaft that was sunk during World War II, and the said property herein being a part or parcel of land, situate, lying and being in land lot 112 of the 7th Land District of Lamar County, Georgia, and being seventy five (75) acres, more or less, located on the Southeast side of the public road leading from the Yatesville-Barnesville paved road to State Highway No. 7, said land being bounded as follows: On the North and East by property of Carlton Hayes, on the South by the Lamar-Upson County line, and on the Northwest by said Public Road. The above described real property is the same as was conveyed to R. J. Caldwell by deed dated November 8, 1949 from C. B. Harrell and recorded in deed book 24, page 350, in the deed records of Lamar County, Georgia.

The specific portion of the above described property that is included in this amended lease begins at Robert Caldwell's

Caldwell Prospect
Harp Mica Miners

DMEA No. 2872

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUN 3 1953

Mr Fiddler

Garden Gate on the East side of By Pass Road. And runs along and with the East side of By Pass Road South 51 degrees West 500 feet. Then South 37 degrees and 30 minutes East 513 feet to a Power Pole Marked R.E.A. Coop. Z3. Then North 88 degrees East 261 feet to a pine tree. Then North 43 degrees East 300 feet to a stake. Then North 29 degrees West 638 feet to the point of Beginning.

The undersigned, Robert J. Caldwell warrants that he is the owner of said property and that he has a good and merchantable title to said real estate.

In Witness Whereof, the undersigned has hereunto set his hand and seal, this the 28th day of May, 1953.

Robert J. Caldwell (L.S.)

Signed, sealed and delivered
in the presence of:

Marion R. Kennedy
Harvey J. Kennedy
Notary Public, Lamar County, Georgia
My Commission Expires June 24, 1953

GEORGIA, LAMAR COUNTY

The Empire Mica Company does hereby accept the above amendment to the original lease, and agrees to the terms of said amendment, and agrees that the terms of the original agreement stand in full force and effect, except as changed by this amendment.

EMPIRE MICA COMPANY

BY: Sam L. Phillips

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

Mr. Feister
DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 7 1953

April 7, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2872, Mica, Harrison W. Harp Mine,
Lamar County, Georgia

I concur in the field team's recommendation for an exploration program in the amount $7,400.

W. F. Dietrich
(ale)

W. F. Dietrich

IN REPLY REFER TO:

G-MD-CNM

Mr. Feitler

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

March 31, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 1 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2872 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: Harp Mica Miners, c/o Sam. L. Phillips.
Name of property: Harrison W. Harp mine.
Location of property: 4.5 mi. S. 9° E. of Barnesville, Georgia.
Date of field team report: March 16, 1953.
Authorship of field team report: Teague and O'Neill.
Field team's recommendation:
Bulldozer cut 50' x 15' x 10'
15' x 5' x 7', 2-compartment shaft
100' x 6' x 7' drift.
Comments: None.
ACTION SUGGESTED: Follow field team's recommendation.

D. M. Larrabee

D. M. Larrabee

FILE COPY
SURNAME:

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

APR 23 1953

Mr. Sam L. Phillips
Harp Mica Miners
Spruce Pine, North Carolina

Subject: Docket No. DMEA-2872 - Mica
Harp Mica Miners
Harrison W. Harp (Clay Check) Mine
Larmar County, Georgia

Dear Mr. Phillips:

Reference is made to the circular legal description of the leased area in the subject application.

Circular legal descriptions are to be avoided. Please provide a legal description for the property involved using bearings and distances. The plot may be oriented so that only the four cardinal points of the compass and four distances are needed. The point of beginning of the legal description should be tied to a property corner or to a point along the property line which can be relocated at some future date.

Sincerely yours

SIGNED

S.H. 4/23/53

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

LGHouk:fls 4/23/53

Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk
Field Team, Reg. VII

Mr. Fritts

UNITED STATES
DEPARTMENT OF THE INTERIOR

6/18/53

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 23 1953

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM REGION VII

(MICA)

DMEA-2872, HARRISON W. HARP MINE
Lamar County, Georgia

By

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

James F. O'Neill, Mining Engineer
U. S. Bureau of Mines

March 16, 1953

Field Examination Report
on
DMEA-2872, Harrison W. Harp Mine
(Mica)
Applicant: Harp Mica Miners, c/o Sam L. Phillips
Spruce Pine, North Carolina

The field examiners are of the opinion that this deposit has merit for exploration. The quality of the mica is very good. Little pegmatite is now exposed, but apparently it has been worked along the strike over a distance of about 100 feet.

The mine was examined on March 6, 1953. Accompanying the field examiners on the examination were John Phillips and G. Young. The examination required two hours.

The Harrison W. Harp or Clay Cheek mica mine is on the R. J. Caldwell farm near the southern boundary of Lamar County. It is 4.5 airline miles S. 9° E. of Barnesville, Georgia, and is reached by driving 4.5 miles south from Barnesville along the surfaced Yatesville road and then 0.4 miles southeast along a soil road. The mine is about 200 yards east of the road in a cultivated field. Access to the mine is good.

The applicants are competent to conduct the proposed exploration.

This property is held under a five-year lease by the applicants. Area covered by the lease is centered at the shaft shown on the attached map and is a circle with a radius of 300 feet. This circular area is of sufficient extent to provide adequate working space for the proposed exploration.

It is the field examiners impression that the past workings consisted of a filled open cut 85 feet long, 25 feet wide, and 20 feet deep. Also, a caved shaft, reported to be 40 feet deep, occurs at the northeast end of the cut. Dump material from the shaft is mostly unweathered pegmatite and there is semi-weathered pegmatite material in the dump from the open cut.

As no exposures are present the following description of the geology is taken from M. R. Klepper report of February 2, 1944:

"An essentially vertical pegmatite between 5½' and 6½' thick has been intruded into partially granitized biotite gneiss. The gneissic layering strikes about N 20° E and dips moderately southeast.

"The pegmatite is symmetrically zoned. It consists of a central quartz rib from 1' to 2' thick. The quartz is enclosed by kaolinized or unweathered perthitic microcline averaging about 2' thick on each side. Between 6" and 1' of medium-grained barren pegmatite lies at both contacts of the pegmatite. Muscovite is concentrated in pockets in the coarsely crystalline perthite or between the quartz and the perthite. Some of the associated kaolinized feldspar may be plagioclase. There is no suggestion that the pegmatite has begun to taper in either direction along the strike or at the bottom of the mine. At the time of our examination muscovite books of good quality could be collected from the north face, but only a few small books were seen in the south face, which is partly overlapped by muck.

"Quality of Mica- Most of the Harp mica is run or ruby colored "A". Mr. Harp has extracted books as large as 15" in diameter, and from these large "A" books flat 3" x 5" and 4" x 6" sheets have been trimmed. Mr. Arthur Buchanan, buyer for Colonial Mica Corp., in Georgia and Alabama, states that Harp mica ranks with Mitchell Creek and M. and G. mica as the finest quality currently being bought in this area. When trimmed, it is flat, and free from spots and clay stains.

"Production and Costs.- The Harp mine was operated for two months by a crew averaging 3 men. Sales of mica from the Harp mine to the Colonial Mica Corp., total 30.50 pounds of trimmed punch and 69.75 pounds of pattern, also 1125 pounds of scrap, a total of 1225.25 pounds valued at $522.50. Harp believes that the final lot of mica produced from the operation, and now being rifted and trimmed, will yield about $600 worth of trimmed punch and pattern ($6 per pound). 1/

"Costs during this operation are believed to have totalled about $800. There is no available record of total mine-run mica produced, but judging from the recorded sale of scrap, scrap on hand at Harp's shop and at the mine, and the examination of the faces of the stope, the ratio of waste rock to mine-run mica has been high, possibly between 150 and 200 to 1, but the value per ton of mine-run mica has also been high, possibly about $500."

After the Klepper report was prepared, Clay Cheek of Griffin, Georgia operated the mine, apparently by the open cut.

From the extent of the filled open cut and existing shaft, it would appear that this pegmatite has been worked along its strike over a distance

---

1/ Mr. J. M. Davis, Colonial Mica Corp. representative at Thomaston, Ga. states that during the past week Harp has sold mica valued at $250, and that he now has prepared for sale 70 pounds of trimmed punch and pattern ($420, value) the last of the lot. Total value of mica produced during this operation has therefore been $1192.50.

of 125 feet. There has been no prospecting south of the filled cut, therefore the pegmatite's extent in that direction is not known. The field examiners recommend that a bulldozer cut be made at the south end of the filled cut to explore its possible extension in that direction. After this work is completed a shaft should be sunk to a depth of 75 feet and 100 feet of drifts driven from the 70-foot level to explore the mica content of the pegmatite. The location of the shaft is shown on the attached map, but this location should be dependant on results from the bulldozing. In the application the applicants propose to recondition the shaft. This approach is impracticable as recent rains have caused the shaft to cave; therefore, it will be necessary to sink a new shaft.

Estimated Cost of proposed work:

Bulldozer cut 50 x 15 x 10 ft.	
15 hrs. @ $10/hr.	$150.00
75-foot 5' x 7', 2-comp. shaft @ $50/ft.	3750.00
100 feet of 6' x 7' drift @ $35	3500.00
Estimated Total Cost.....	$ 7400.00

Estimated time required 100 shifts.

March 16, 1953

K. H. Teague, Geologist, USGS

J. F. O'Neill, Mining Engineer, USBM

zm

FILE COPY
SURNAME:

Feitler
Houk
Hedges
Longmore
Selfridge

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

600

MAR 9 1953

Mr. Sam L. Phillips
Harp Mica Miners
Spruce Pine, North Carolina

Re: Docket No. DMEA-2872 - Mica
Harp Mica Miners
Harrison L. Harp (Clay Creek) Mine
Lamar County, Georgia

Dear Mr. Phillips:

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

The Regional Office will contact you at an early date in regard to the examination of your property. Any assistance that you may give the members of the field team in the examination will be appreciated.

Sincerely yours,

C. O. Mittendorf (fw)

Administrator

S.H.
3/9/53

SAFeitler:gad 3/9/53
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Operating Committee
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Houk

FILE COPY
SURNAME:

Feitler
Houk
Selfridge.

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

600

MAR 9 1953

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

Re: Docket No. DMEA-2872 - Mica
Harp Mica Miners
Harrison W. Harp (Clay Creek) Mine
Lamar County, Georgia

Dear Mr. Laurence:

Please arrange for a field examination of the subject mine and submit a report and your recommendation for the disposition of this application.

Two copies each of memoranda from the Geological Survey and the Bureau of Mines are enclosed for your information.

Sincerely yours,

George G. Selfridge
(JHB)

Chairman, Operating Committee

Approved:

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

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

J.H.
3/9/53

Enclosures 4

SAFeitler:gad 3/9/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Horton, G-232 GSA Bldg.
Mr. Houk

GEORGIA, LAMAR COUNTY.

For and in consideration of the sum of one dollar, the receipt whereof is hereby acknowledged, the undersigned, R. J. Caldwell, does hereby lease unto The Empire Mica Company, a partnership composed of Sam Phillips, John Phillips and Lin Carpenter, of Spruce Pine, North Carolina, all of the mica, minerals and ore lying in, upon and under the following described land, to wit: All of the real estate included in a radius of one hundred (100) yards in every direction from the center of the old Mica Mine (which was mined during World War II) upon the property hereinafter described and at which site of the said old mine there is a shaft that was sunk during World War II and the said property herein being a part of that tract or parcel of land, situate, lying and being in land lot 112 of the 7th Land District of Lamar County, Georgia and being seventy five (75) acres more or less, located on the Southeast side of the public road leading from the Yatesville - Barnesville paved road to State Highway No. 7, said land being bounded as follows: on the North and East by property of Carlton Hayes, on the South by the Lamar - Upson County Line, and on the Northwest by said Public Road. The above described real property is the same as was conveyed to R. J. Caldwell by deed dated November 8, 1949 from C. B. Harrell and recorded in deed book 24, page 350 in the Deed Records of Lamar County, Georgia, for a period of five years from date with the right in the lessee to cancel this lease upon giving to the lessors a notice in writing sent by registered mail to the last known address thirty (30) days or more next preceding the date of cancellation stating that the same will be canceled on said date of cancellation.

In addition to the consideration stated above, the lessee shall pay a royalty of 12½ per cent of all sales of all ores, minerals and mica sold and shipped from said premises, payment for the same to be made on the 20th day of the month following the sale and actual shipment of said ores, mica and/or minerals; lessee to provide lessor with a statement of weights

and an itemized statement of all sales, during the month following the month of such shipment.

If the lessee should fail to pay any of the royalty provided for in the preceding paragraph hereof or fails to provide lessor with the statement of weights and itemized statements of sales of such ores, mineral and mica, the lessor may demand payment and/or such statements by registered mail, addressed to the lessor at Spruce Pine, North Carolina, and the lessee shall have thirty days from the receipt of said written notice in which to pay the said sums due hereunder and to furnish said written statement and upon failure to make such payment or to make such written statment, lessor has the right to declare this lease null and void.

In addition to the other usual and ordinary rights and privileges which lessees of such properties have in connection with leases of this character, and not in limitation of such rights and privileges, the lessee shall have the right to enter upon, explore, prospect for, mine, dig and remove, and to wash, process, refine, improve, beneficiate, manufacture, or otherwise prepare for the market or for sale any and all mica, minerals, and ore found upon, in or under said property during the period of this lease. Said mica, minerals and ores may be removed from this property and partially or completely washed, processed, refined, improved, beneficiated, manufactured, or otherwise prepared for the market or for sale upon any other property not belonging to lessor.

The lessee shall have the right to construct and erect such plants, buildings, machinery, equipment and devices upon such property as he may deem desirable to the full and complete enjoyment of the rights and privileges herein granted, and this instrument shall be construed to give them the right to use the said property in any way so as to enjoy such rights and privileges to the fullest extent.

Among other rights, the lessee may construct and operate washers, processing and manufacturing plants of all kinds, main-

tain dirt and rock dumps, mud dams, settling ponds, reservoirs, tramways, roadways, passage ways, railroads, warehouses, storage plants, shops, power lines, water lines, pumps, and pumping stations, gas mains, conduits of all kind, and buildings, machinery, equipment and devices of all kinds and character, either on, below or above the ground, for the full enjoyment of the rights and privileges herein granted. This shall include any and all buildings, machinery, equipment, or devices of every kind and character which may hereafter be deemed advisable by the lessee whether in use at the present time or not.

Lessee shall have the right to conduct water, gas, electricity, or other desirable materials or things, under, over and across said property to be used for the purpose of enjoying the rights and privileges herein granted, (including the use of such timber as lessee may deem necessary in enjoying the rights and privileges herein granted and in constructing any of the things herein permitted.

The lessee shall not be liable for any damage to the surface or timber on said premises, but shall be liable for the damages done crops on said property.

The finished ore, mica and minerals mined from this property shall be kept separate from the ores, mica and minerals mined on other properties. The lessor shall have the right to inspect said ore, mica and minerals and/or records, and the records of shipping weights, etc. during business hours.

Lessor shall have the right at any reasonable time during business hours to inspect the records in connection with the weights and sales slips of the ores, mica, and minerals sold and shipped from the leased premises and to inspect all bills of lading covering shipments of ore, mica and minerals sold and shipped from the leased premises.

Lessee shall have the right to pay the royalties due by check made payable to the order of the lessor and mailed to the last known address of lessor.

Lessee shall have the right to renew this lease for an additional five years by written notice sent by registered mail to the last known address of lessor not less than thirty (30) days

prior to the expiration date of this lease.

At any and all times during the life of, and within one hundred twenty (120) days after the termination of this agreement, either by expiration or cancellation, the lessee shall have the right to remove any and/or all buildings, plants, tools, machinery, equipment, devices and mined ore from said property.

It is agreed and understood that should lessee, at any time for a period of six (6) months, fail to mine or to work said mine then at the option of lessor the rights herein given to the lessee shall expire and this lease shall have no further force and effect.

Whenever the terms "lessor" and "lessee" are used in this agreement they shall be deemed to include one or more, as the case may be, and their heirs, successors and assigns.

In witness whereof, said undersigned has hereunto set his hand and affixed his seal in triplicate this the 23, day of December, 1952.

Robert J. Caldwell (Seal.)
R. J. Caldwell

Signed, sealed and delivered
in the presence of :

Anne D. Manasco
Harvey J. Kennedy, Jr. N.P.
Lamar County, Georgia.

My com. expires Mar. 21, 1954.

accepted
Empire Min Co.
By Sam L. Phillips
Partner

GEORGIA, Lamar County
Clerk's Office Superior Court
Filed for Record Jan. 2 1953
3:40 P. M.
Recorded in Deed Book 27
Page 582-583. Jan. 5 195[illegible]
B. J. Abbott Clerk

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

February 20, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 20 1953

Memorandum

To: Nonmetallic Minerals Division

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2872, Mica, Harrison W. Harp, Lamar County, Georgia

No data are available in this office on subject property. It is suggested that the field team visit this property when they are in that vicinity to ascertain if an exploration program is justified.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

G-MD-CNM

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
FEB 16 1953

February 13, 1953

Memorandum

REVIEW OF APPLICATION DMEA-2872 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: R. E. Van Alstine, U. S. Geological Survey
Applicant: Harp Mica Miners (Sam L. Phillips, John Phillips, Lin Carpenter) of Spruce Pine, North Carolina.
Name of property: Harrison W. Harp (Clay Cheek mine)
Location of property: 3 miles from Barnesville, Lamar County, Georgia.
Estimated cost of project: $6,150.00.
Summary of applicant's proposal:
Rehabilitate shaft and deepen to 65-foot level.
Drive 100 feet of drifts.
Sources of information on applicant's property:

1) Klepper, M. R., 1944, Geologic map of Harrison W. Harp Mica Mine, Lamar County, Georgia: U. S. Geol. Survey Strategic Minerals Investigations Prelim. Map, Open files 4/24/44.
2) _____, 1944, Harrison W. Harp Mica Mine, Lamar County, Georgia: U. S. Geol. Survey unpubl. report, 3 pp.
3) Anonymous, Clay Cheek Mine: U. S. Geol. Survey unpubl. report, 3 pp., 1945.
4) Colonial Mica Corp. records.

Comments:

1) Colonial Mica Corp. records show production of 460 pounds of mica (small full, large full, and large 3/4) from this mine, valued at $2,661.
2) According to applicants' map and estimate of costs, the present depth of the shaft is 20 feet; elsewhere he says that the depth of the mine is 30 feet. The Survey's latest report on this mine describes the workings as follows:

"Mr. Cheek dug an open cut 85x25x20 feet by dragline and power shovel. He later sank a 40-foot shaft at the northeast end of the cut. A pit 9 feet deep, 50 feet northeast of the shaft, did not intersect pegmatite."

RECOMMENDATION:
Field examination.

R. E. Van Alstine

R. E. Van Alstine

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Department of the Interior
Defense Minerals Administration
RECEIVED
FEB 6 1953

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

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 2872
Metal or Mineral
Date Received 2-6-53
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: Sam L. Phillips, John Phillips, and Lin Carpenter all of Spruce Pine, N. C.
HARP MICA MINERS

(*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 The lease is attached as exhibit A

(*b*) State any mine name by which the property is known. Murdock V. Harp During World War II

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

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

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

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

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

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

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

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

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

5. *The exploration project.*—(*a*) State the mineral or minerals for which you wish to explore .....

.....

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ 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 ....., 195...

HARP MICA MINERS
(Applicant)

By Sam L. Phillips, Partner

.....

.....

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

MF 103

1. (a) Sam L. Phillips, John Phillips, and Lin Carpenter all of Spruce Pine, N. C.

   (b) Partnership, N. C.

2. No answer .

3. (a) The lease is attached as exhibit A.

   (b) Harrison W. Harp During World War II.

   (c) Lessee

   (d) Lease is attached as exhibit A in 3 (a) above.

   (e) Not the owner

   (f) Land is held by landlord. No land patents involved.

4. (a) Physical works set work on map attached as exhibit B.

   (b) The only activities this deposit was during World War II, at which time Harrison W. Harp leased from the former owner C. B. Harrell. The amount of mica produced at this interval is unknown, however, the quality of mica at the dump is excellent. The mica has been examined by the buyer at the Spruce Pine Depot who have appraised it of being of stockpile grade. (Copy of letter attached to application.)

   (c) Past work has consisted of open cut and shaft work these holes run to the Northeast. The vein has been worked for of a distance about 150 ft. Depth of the mine is probably 30 ft. Dump material is made up of flint, clay, and strategic mica. We have no geographical reports on this mine.

   (d) The proposed property is readily accessible in that a good road is within 100 yards of the mine. The mine is located about 3 miles out of Barnesville, Georgia.

   (e) There is ample experienced mining manpower available. Electricty is within 200 yards of the mine. No difficulty is contemplated in obtaining equipment and supplies.

5. (a) It is anticipated that the pegmatite contains additional quantities of Ruby Mica of stockpile grade.

(b) It is proposed to rehabilitate the existing shaft by replacing the old timbers and pump out the water and remove muck in the bottom of the shaft. Then it is proposed to drift 75 ft. at the bottom of the shaft in the direction suggested by the U. S. Government Field Team. The drift would determine the mineralization of the pegmatite dike.

If the Field Team or any other person with authority should suggest that additional exploration be done then the applicant will be willing to conduct that exploration.

(c) The work will be started as soon as the contract is approved by the Government. And the work should be concluded within 6 months.

(d) The ability of the persons connected with this project is a matter of record with the DMEA.

6. Estimate of Cost

(a) Independent contractors - None

(b through h) We would perfer to explore this deposit on a unit cost basis it thought that the existing 20 feet shaft be cleaned and new timber be added to make it safe. We think that this can be done for about $20 per foot. This shaft ison the mica vein which seems to be straight up and down. We propose to deepen the shaft to a depth of approximate 65 ft. After we get the shaft down we plan to drift along the vein in both direction to determine the mica content of the vein. It is estimated that cost involved is as follows:

Clean out and timber old shaft 20 ft. @ $20 per ft.	$ 400.00
Sink 45 ft. of new shaft @ $50 per ft.	2250.00
Drive 100 ft. of drifts @$35 per ft.	3500.00
Total	$6150.00

GEORGIA, LAMAR COUNTY.

For and in consideration of the sum of one dollar, the receipt whereof is hereby acknowledged, the undersigned, R. J. Caldwell, does hereby lease unto The Empire Mica Company, a partnership composed of Sam Phillips, John Phillips and Lin Carpenter, of Spruce Pine, North Carolina, all of the mica, minerals and ore lying in, upon and under the following described land, to wit: All of the real estate included in a radius of one hundred (100) yards in every direction from the center of the old Mica Mine (which was mined during World War II) upon the property hereinafter described and at which site of the said old mine there is a shaft that was sunk during World War II and the said property herein being a part of that tract or parcel of land, situate, lying and being in land lot 112 of the 7th Land District of Lamar County, Georgia and being seventy five (75) acres more or less, located on the Southeast side of the public road leading from the Yatesville - Barnesville paved road to State Highway No. 7, said land being bounded as follows: on the North and East by property of Carlton Hayes, on the South by the Lamar - Upson County Line, and on the Northwest by said Public Road. The above described real property is the same as was conveyed to R. J. Caldwell by deed dated November 8, 1949 from C. B. Harrell and recorded in deed book 24, page 350 in the Deed Records of Lamar County, Georgia, for a period of five years from date with the right in the lessee to cancel this lease upon giving to the lessors a notice in writing sent by registered mail to the last known address thirty (30) days or more next preceding the date of cancellation stating that

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property and partially or completely washed, processed, refined, improved, beneficiated, manufactured, or otherwise prepared for the market of for sale upon any other property not belonging to lessor.

The lessee shall have the right to construct and erect such plants, buildings, machinery, equipment and devices upon such property as he may deem desirable to the full and complete enjoyment of the rights and privileges herein granted, and this instrument shall be construed to give them the right to use the said property in any way so as to enjoy such rights and privilege to the fullest extent.

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Lessee shall have the right to conduct water, gas, electricity, or other desirable materials or things, under, over and across said property to be used for the purpose of enjoying the rights and privileges herein granted, (including the use of such timber as lessee may deem necessary in enjoying the rights and privileges herein granted and in constructing any of the things

herein permitted.

The lessee shall not be liable for any damage to the surface or timber on said premises, but shall be liable for the damages done crops on said property.

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Lessor shall have the right at any reasonable time during business hours to inspect the records in connection with the weights and sales slips of the ores, mica, and minerals sold and shipped from the leased premises and to inspect all bills of lading covering shipments of ore, mica and minerals sold and shipped from the leased premises.

Lessee shall have the right to pay the royalties due by check made payable to theorder of the lessor and mailed to the last known address of lessor.

Lessee shall have the right to renew this lease for an additional five years by written notice sent by registered mail to the last known address of lessor not less than thirty (30) days prior to the expiration date of this lease.

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It is agreed and understood that should lessee, at any time for a period of six (6) months, fail to mine or to work

said mine then at the option of lessor the rights herein given to the lessee shall expire and this lease shall have no further force and effect.

Whenever the terms "lessor" and "lessee" are used in this agreement they shall be deemed to include one or more, as the case may be, and their heirs, successors and assigns.

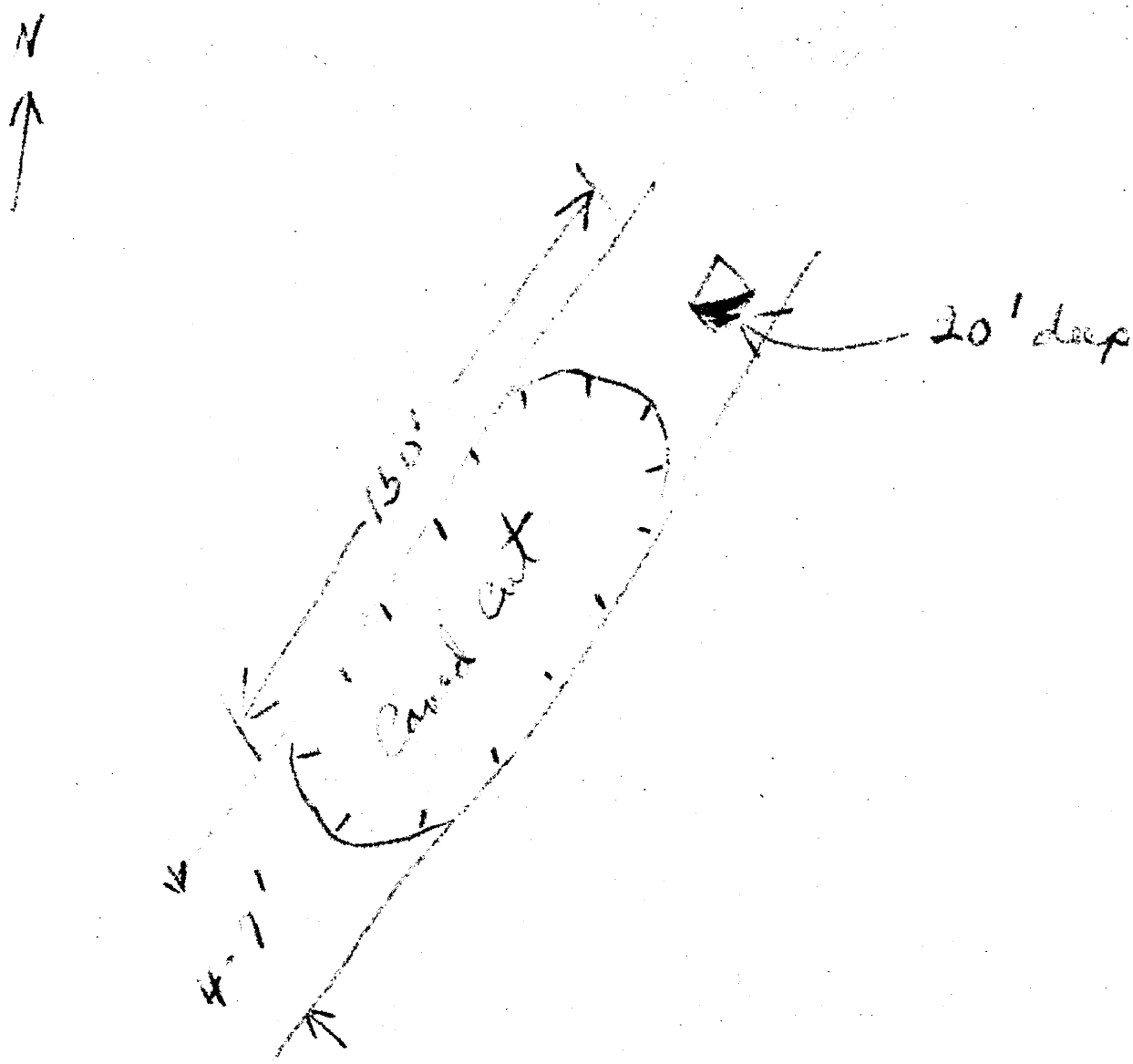
In witness whereof, said undersigned has hereunto set his hand and affixed his seal in triplicate this the 23 day of December, 1952.

SS/ Robert J. Caldwell (Seal)
R. J. Caldwell

Signed, sealed and delivered
in the presence of:

Anne D. Manseur SS/

SS/ Harvey J. Kennedy, Jr. N. P.
Lamar County, Georgia



HERP PROJECT

February 9, 1953

Mr. Sam L. Phillips
Harp Mica Miners
Spruce Pine, North Carolina

Subject: DMEA-2872
Re: Exploration Assistance
Harrison W. Harp Mine

My dear Mr. Phillips:

The receipt of your application dated February 6, 1953 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-2872 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-2872 in any future correspondence relating to your application.

Sincerely yours,
R. E. ADAMS

Robert E. Adams
Chief, Operations Control
and Statistics Division

25451

Omea 2872

GENERAL SERVICES ADMINISTRATION

Spruce Pine, North Carolina

February 2, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 6 1953

Mr. S. L. Phillips
Spruce Pine, North Carolina

Dear Mr. Phillips:

Regarding samples of mica from the Harp prospect presented by you, we are pleased to advise that this mica will be acceptable under our mica purchasing program.

Yours very truly,

W. S. Flynt, Superintendent
Spruce Pine Mica Depot

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

DEPARTMENT OF THE INTERIOR
Minerals Exploration
RECEIVED
FEB 6 1953

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

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 2872
Metal or Mineral
Date Received 2-6-53
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: Sam L. Phillips, John Phillips, and Lin Carpenter all of Spruce Pine, N. C.
HARP MICA MINERS

(*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 The lease is attached as exhibit A

(*b*) State any mine name by which the property is known. Harrison W. Harp During World War II

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

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

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

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

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

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

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

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

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

5. *The exploration project.*—(*a*) Sta[redacted]e mineral or minerals for which you wish t[redacted]plore .....

.....

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ 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 ....., 195...

HARP MICA MINERS
(Applicant)

By Sam L. Phillips, Partner

.....

.....

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

MF 103

1. (a) Sam L. Phillips, John Phillips, and Lin Carpenter all of Spruce Pine, N. C.

(b) Partnership, N. C.

2. No answer .

3. (a) The lease is attached as exhibit A.

(b) Harrison W. Harp during World War II.

(c) Lessee

(d) Lease is attached as exhibit A in 3 (a) above.

(e) Not the owner

(f) Land is held by landlord. No land agents involved.

4. (a) Physical works not work on map attached as exhibit B.

(b) The only activities this deposit was during World War II, at which time Harrison W. Harp leased from the former owner C. P. Harrell. The amount of mica produced at this interval is unknown, however, the quality of mica at the dump is excellent. The mica has been examined by the buyer at the Spruce Pine Depot who have appraised it of being of stockpile grade. (Copy of letter attached to application.)

(c) Past work has consisted of open cut and shaft work these holes run to the Northeast. The vein has been worked for of a distance about 150 ft. Depth of the mine is probably 30 ft. Dump material is made up of flint, clay, and strategic mica. We have no geographical reports on this mine.

(d) The proposed property is readily accessible in that a good road is within 100 yards of the mine. The mine is located about 3 miles out of Burnsville, Georgia.

(e) There is ample experienced mining manpower available. Electricty is within 200 yards of the mine. No difficulty is contemplated in obtaining equipment and supplies.

5. (a) It is anticipated that the pegmatite contains additional quantities of Ruby Mica of stockpile grade.

(b) It is proposed to rehabilitate the existing shaft by replacing the old timbers and pump out the water and remove muck in the bottom of the shaft. Then it is proposed to drift 75 ft. at the bottom of the shaft in the direction suggested by the U. S. Government Field Team. The drift would determine the mineralization of the pegmatite dike.

If the Field Team or any other person with authority should suggest that additional exploration be done then the applicant will be willing to conduct that exploration.

(c) The work will be started as soon as the contract is approved by the Government. And the work should be concluded within 3 months.

(d) The ability of the persons connected with this project is a matter of record with the MMA.

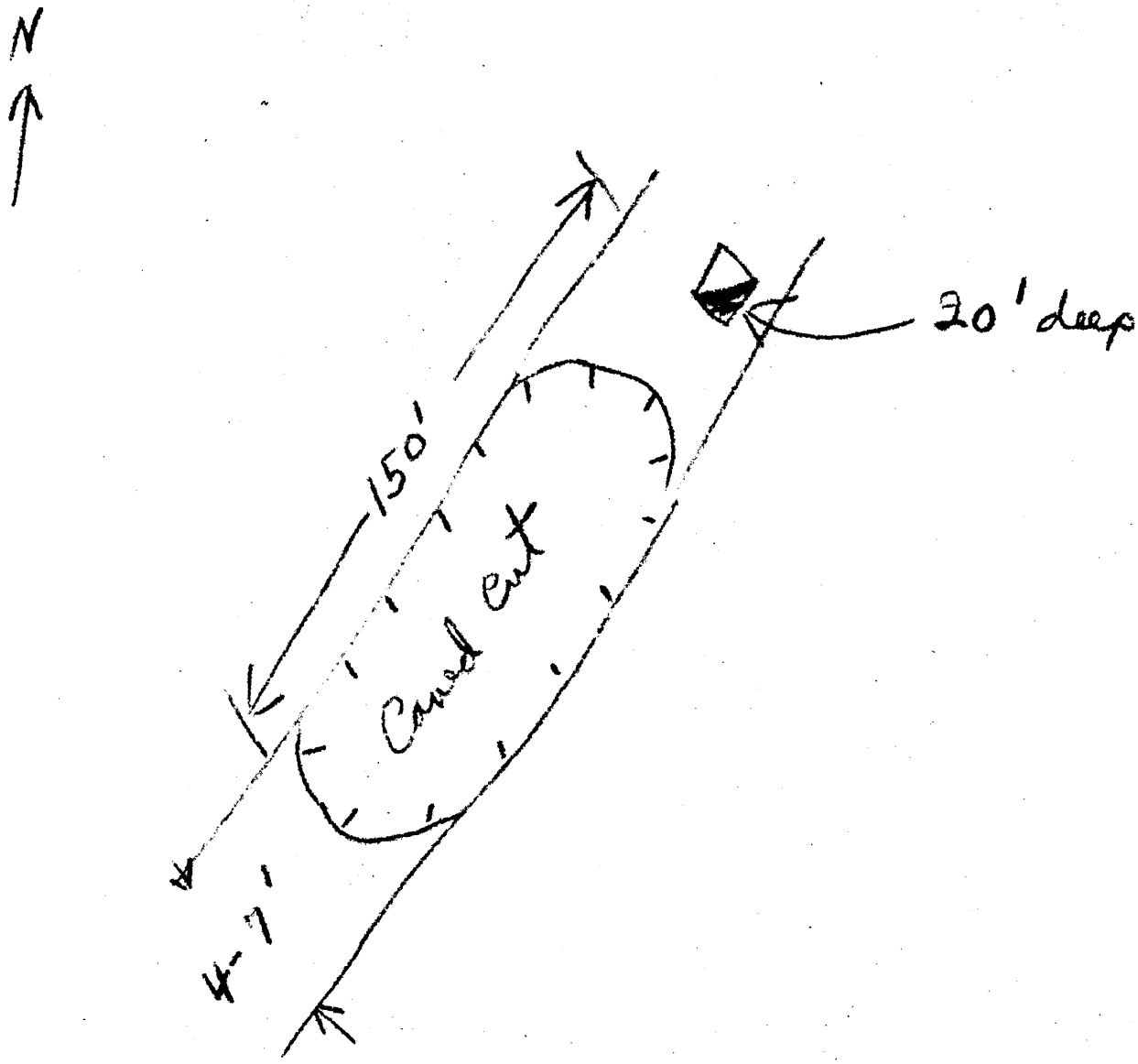
6. Estimate of Cost

(a) Independent contractors - None

(b through h) We would perfer to explore this deposit on a unit cost basis it thought that the existing 20 ftbot shaft be cleaned and new timber be added to make it safe. We think that this can be done for about $20 per foot. This shaft ison the mica vein which seems to be straight up and down. We propose to deepen the shaft to a depth of approximate 65 ft. After we get the shaft down we plan to drift along the vein in both direction to the determine the mica content of the vein. It is estimated that cost involved is as follows:

Clean out and timber old shaft 20 ft. @ $20 per ft.	400.00
Sink 65 ft. of new shaft @ $50 per ft.	3250.00
Drive 100 ft. of drifts @ $35 per ft.	3500.00
Total	$7150.00

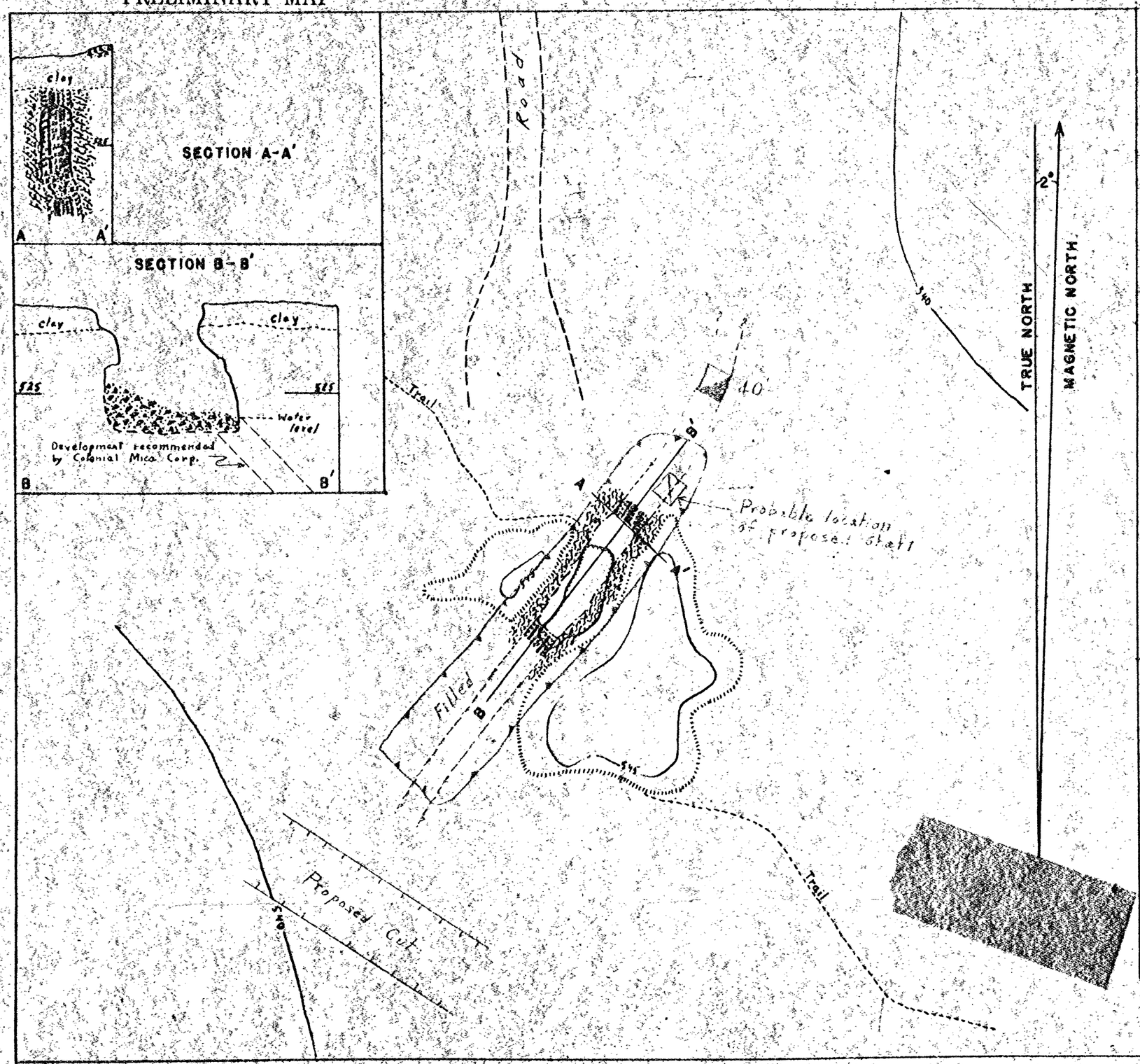
dmea 2872



Harp Prospect

STRATEGIC MINERALS INVESTIGATION
PRELIMINARY MAP

UNITED STATES DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY



EXPLANATION

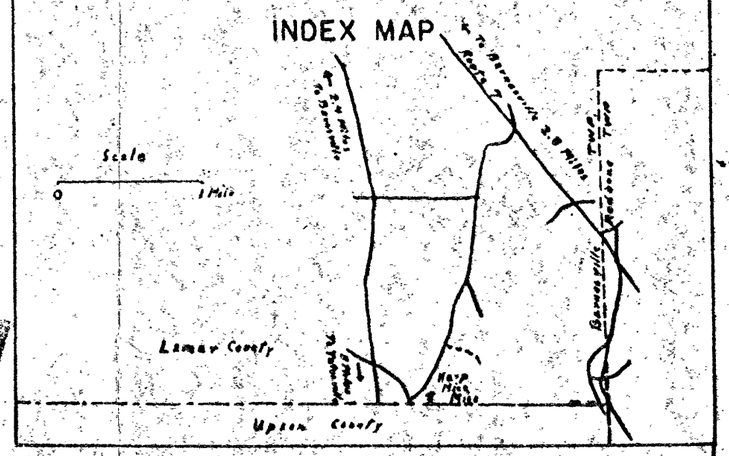
- Dump rock and backfill
- Sheet-mica pockets
- Scrap-mica zone
- Quartz
- Microcline zone
- Barren pegmatite
- Biotite gneiss, in part granitized
- Strike and dip of foliation
- Geologic boundary, observed
- Geologic boundary, approximate
- Excavation
- Underground working
- Dump area

PLANE TABLE SURVEY

DATUM ASSUMED

CONTOUR INTERVAL 5'

INDEX MAP



Geology and topography by M.R. Klepper and W. B. Allen, January 29, 1944

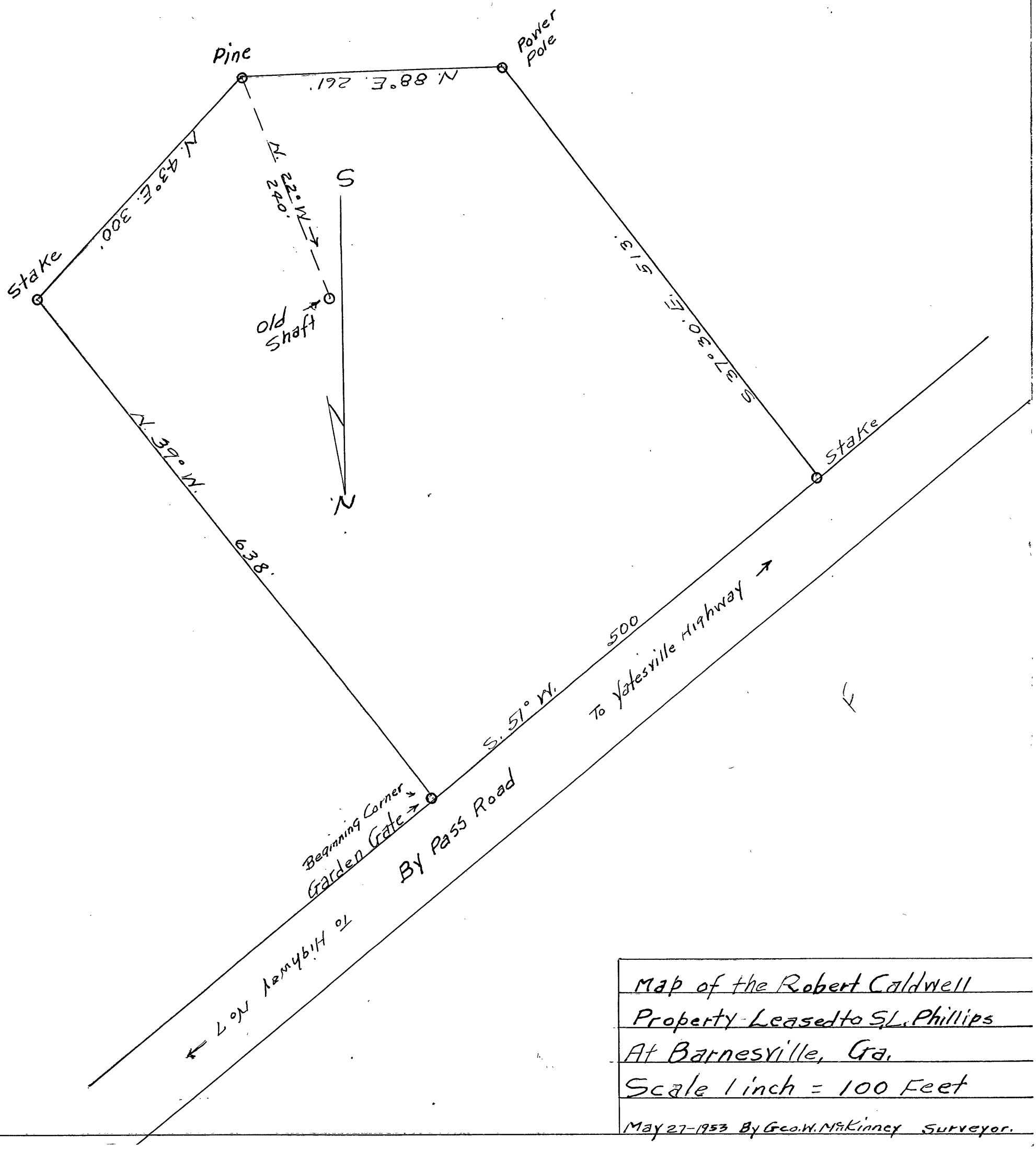
DMEA-2872

GEOLOGIC MAP OF HARRISON W. HARP MICA MINE

LAMAR COUNTY, GEORGIA

SCALE

20 10 0 20 FEET

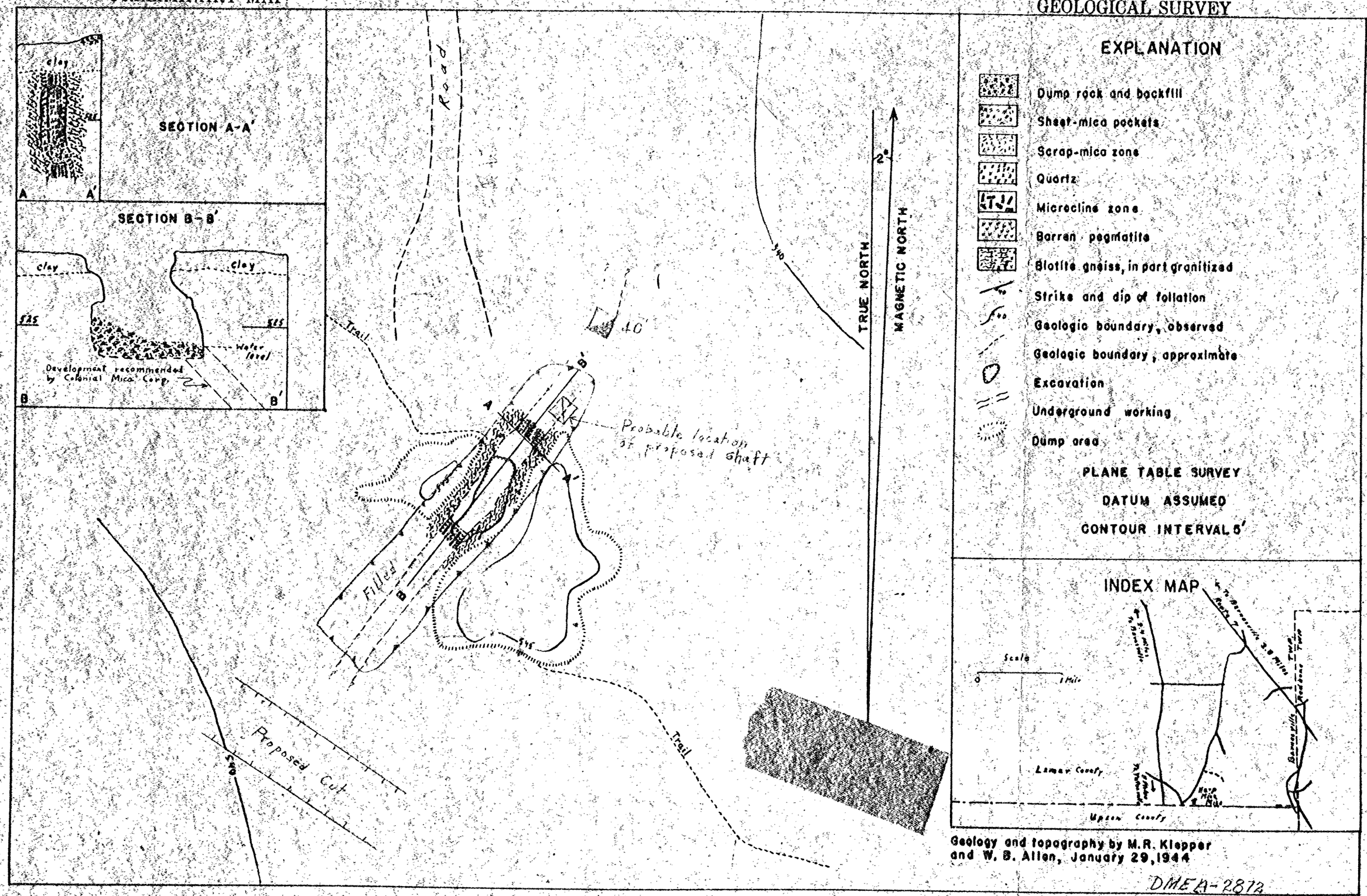


Map of the Robert Caldwell
Property Leased to S.L. Phillips
At Barnesville, Ga.
Scale 1 inch = 100 Feet

May 27-1953 By Geo. W. McKinney Surveyor.

STRATEGIC MINERALS INVESTIGATIONS
PRELIMINARY MAP

UNITED STATES DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY



GEOLOGIC MAP OF HARRISON W. HARP MICA MINE

LAMAR COUNTY, GEORGIA

SCALE

20 10 0 20 FEET