FILE COPY
surname:

SEFEitler

LGHouk

600

Mr. Robert A. Laurence
Executive Officer
DMEA Field Team, Region VII
Room 13, Post Office Building
Knoxville 01, Tennessee

Subject: Exploration Applications denied without field referral, Region VII

Dear Mr. Laurence:

We enclose one copy of each application pertaining to your region for cases denied without field referral. These are for your information and files.

If, in your opinion any of these properties merit further consideration, a new application will be necessary.

Copies of the following applications are included:

Docket number DMA -

1583X	2119
1675X	2151
1903	2196
1912	2197
1946	2204
1995	2224
2070	2285

Sincerely yours,

Lawrence G. Houk, Chief
Non-Metallic Minerals Division
Defense Minerals Exploration
Administration

Enclosures - 14
SAFeitler:mp 4/10/52
cc: Docket File
Adm. Reading File
Mr. Norton G-228, GSA Bldg.
Mr. Dietrich, 3526
Mr. Houk

FILE COPY
SURNAME:

Barr

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C.

Thomas

cc: Mr. Strobel
Mr. Lyon
Mr. Barr
Field Team Region VII (2)
DMA Files

June 2[illegible], 1[illegible]

Mr. [illegible] Bryce
Lincoln
North Carolina

Subject: [illegible]-1[illegible]; [illegible]

Dear Mr. Bryce:

Your application for [illegible] project in [illegible] deposits located near [illegible], N.C. and described as [illegible], has been reviewed in this office.

In [illegible] projects as defined in [illegible], a [illegible] Government and in [illegible] projects, [illegible] strategic minerals; the work must be [illegible] and so [illegible] for mining or preparation for mining.

A very careful study of your proposal reveals the following:

1. The circular [illegible] is represented as [illegible] production history and as still [illegible] need for an justification of exploration [illegible].

2. The [illegible] program [illegible] quality [illegible].

Under these circumstances, [illegible] in the amount of [illegible] is denied. [illegible] information is available, we would [illegible] for consideration.

[illegible] under the [illegible] and [illegible] are useful to the [illegible]. [illegible] to [illegible] your project [illegible]. [illegible] are returned [illegible].

Sincerely yours,

Tom Lyon

Tom Lyon, Director
Defense Minerals

Enclosures

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

a.e.c.

June 28, 1951

Memorandum

To: Executive Secretary, DMA

From: Chief, Industrial Minerals Branch, DMA

Subject: DMA-1583X; Mica
Ira M. Vance
Pineola, North Carolina

Birch Mining Co.

Denial recommended because:

1) Proposed work is entirely mining or preparation for mining and does not qualify under MO-5.

2) Need for and justification of exploration under MO-5 not shown.

We are forwarding the entire docket which included:

1) Review of Application and attachments in triplicate
2) Memo from Field Team Executive Officer, Region VII
3) Letter from Field Team to Applicant
4) Letter from Applicant to Field Team
5) Form MF-103 in triplicate
6) Lease in triplicate

James A. Barr
James A. Barr, Sr.

Approved:

Tom Lyon
Tom Lyon, Director
Supply Division

FILE COPY
SURNAME:

Barr

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

June 2[illegible], [illegible]

L 7 Strobel

Memorandum

To: [illegible] Secretary, [illegible]

Through: [illegible], Industrial Minerals Branch, [illegible]

Subject: [illegible]-15 [illegible]; [illegible]
[illegible]
[illegible], North Carolina

[illegible] stated [illegible]:

1) [illegible] is [illegible] for [illegible] [illegible].

2) [illegible] and [illegible] [illegible] not shown.

We are recommending the subject [illegible] with [illegible]:

1) Review of application and a [illegible]
2) [illegible] from Field [illegible] Director, [illegible]
3) Letter from Field [illegible] to applicant
4) Letter from [illegible] to Field [illegible]
5) [illegible]-13 in tri[illegible]
6) Lease in tri[illegible]

James Barr
JMB

James [illegible], [illegible]

Approved:

Tom Lyon
Lyon

Tom Lyon, Director
Supply Division

JMB:[illegible]:mas

cc: Dr. Lyon
Mr. Barr
DMA Files

Dwm 1583

Page

6/5/51

Defense Minerals Administration

Review of Application for Exploration Assistance

Docket No. -1583 X

Commodity Mica

Total Amount $13870 00

Govt. Participation 90%

1. Name and Address of Applicant Ira M. Vance + W.S. Flynt (Birch Mining Co.) Pineola, N. Caro.

2. Location of Property Birch mine, located on waters of Henson Creek, Cane Creek Township, Mitchell County, N. Caro. 6 mile W of Spear, N.C.

3. Mineral or metal Mica (strategic Is it listed in Section 9 of MO-5? Yes

If not, application will be rejected.

4. Geologic probability of discovery—based on data in application (question #16, 17, 18, 20 and 22)*

Mines or Survey reports, etc., do you rate chances:

a) Good
b) Poor
c) None
d) Don't know—needs field examination
e) Is there an alternative and favorable project? (If so, attach an explanation)

Applicant denied for proposed work is not geologic exploration. Bring to attention that applicant might submit as development loan. If he does " " " it will require a field examination. Property was a very good mine. J.T. Reddin 1/21/51

5. Is the applicant's right to the property clearly stated? Yes (question 5, 6, 7)*

6. If applicant is a lessee, is a copy of the lease attached? Yes

Does the lease have sufficient time to run to cover a future productive period? Yes — 2 yr. with right of extension for 3 yr.

*question numbers are those of MF-103

7. Are subordination agreements necessary? Yes

a) MF-201?

b) MF-202 Not enclosed.

8. From the data presented, does the proposed project appear feasible from the point of view of:

a) Available manpower Yes -

b) Equipment and supplies Yes
(Question 14 plus general knowledge of availability)*

c) Accessibility (question 12)* Yes

d) Water (question 13)* Yes

e) Power (question 13)* Yes - use gasoline motors

Is a field check needed on any of these points? Yes -

9. Does the experience of the applicant appear to be adequate to assure that he can properly conduct the proposed project? (question 4)* Yes

Is a field check needed on this point? Yes

10. Exhibit A. (questions 21 and 22)*

a) Is the project adequately described? Yes - not exploration as described J. Redden

If not, are there sufficient data given so that you can describe the project? If so, attach a draft.

b) Is there an adequate map or sketch of the proposed work? No

c) Is the proposed work "exploration" under the definition of Section 8, MO-5? No No Prob

If not, what part of it is? As described is entirely preparation for renewal of production operations

Is this part a worthwhile exploration project? No

d) Are the cost estimates detailed? No

Can they be summarized, as on page 2 of Procedural Instruction 5-A, from the available data? No If so, attach a draft.

e) Are the cost estimates reasonable? None given

f) Should more information be requested from applicant? Not necessary

g) Is a field examination necessary to complete Exhibit A? Yes

11. Exhibit B (question 23-d)*

a) Is it applicable? No

b) If so, are sufficient data furnished? No If so, attach a draft.

c) Is a field check needed? No -

12. Exhibit C (question 23-e, f and g)*

a) Is it applicable? Yes

b) Sufficient data? No If so, attach a draft.

c) Are rents and charges reasonable? Indeterminable - period not noted

d) Is a field check needed? Yes if information desired

13. Exhibit D (question 23-a, b)*

a) Are there sufficient data? Yes

b) Is the schedule adequate for the work proposed? as given are for

c) Is the schedule excessive for the work proposed? production purposes

d) Are the proposed wages and salaries reasonable? Yes

e) Is a field check needed? Yes - if project not declined

14. Exhibit E (question 23-c)*

a) Is it applicable? No - none proposed -

b) Sufficient data? —

c) Reasonable? —

d) Field check needed? —

15. In your judgment, can the proposed work be done in the proposed time? ~~No time~~ Time not applicable to exploration

(All exploration must be completed within two years)

16. If field examination is not needed, attach your recommendation.

17. If field examination is needed, do you have any special instructions for the field team not indicated by your answers to the foregoing question? Call attention of applicant that he could submit for a development loan if he so desired.

Not an exploration project - see above

Reviewed by: J M Redden 6/26/54 USGS

[illegible]

BLM

Date 6/26/54

97692

6/22/51

DMA 1583X

Section 16- Recommendation.

As described the project is for reopening old mine & preparing for production. The last item, "driving headings to locate deposits of mica" is at best development.

The application should be declined & the applicant advised to apply for a development or production loan which should then have careful consideration.

[illegible]

6/5/51

Defense Minerals Administration

Review of Application for Exploration Assistance

Docket No. DMA-1583-X

Commodity Mica

Total Amount $13870.00

Govt. Participation 90%

1. Name and Address of Applicant Iva M. Vance & W.S. Flynt (Birch Mining Co.) Pineola, N. Caro.

2. Location of Property Birch mine, located on waters of Henson Creek, Cane Creek Township, Mitchell County, N. Caro. 6 mile W of Spear, N.C.

3. Mineral or metal Mica (strategic) Is it listed in Section 9 of MO-5? yes

If not, application will be rejected.

4. Geologic probability of discovery—based on data in application (question #16, 17, 18, 20 and 22)*

Mines or Survey reports, etc., do you rate chances:

a) Good

b) Poor ✓

c) None

d) Don't know—needs field examination

e) Is there an alternative and favorable project? (If so, attach an explanation)

Applicant denied for proposed work is not geologic exploration. Bring to attention that applicant might submit as development loan. If he does " " " " it will require a field examination. Property was a very good mine. JMSeddon 6/21/51

5. Is the applicant's right to the property clearly stated? ✓ (question 5, 6, 7)*

6. If applicant is a lessee, is a copy of the lease attached?

Does the lease have sufficient time to run to cover a future productive period?

*question numbers are those of MF-103

7. Are subordination agreements necessary? Yes

a) MF-201? _____

b) MF-202 [illegible]

8. From the data presented, does the proposed project appear feasible from the point of view of:

a) Available manpower Yes

b) Equipment and supplies Yes
(Question 14 plus general knowledge of availability)*

c) Accessibility (question 12)* Yes

d) Water (question 13)* Yes

e) Power (question 13)* Yes. use gasoline motors

Is a field check needed on any of these points? No.

9. Does the experience of the applicant appear to be adequate to assure that he can properly conduct the proposed project? (question 4)* Yes

Is a field check needed on this point? Yes

10. Exhibit A. (questions 21 and 22)*

a) Is the project adequately described? Yes - not exploration as described. [illegible]

If not, are there sufficient data given so that you can describe the project? _____ If so, attach a draft.

b) Is there an adequate map or sketch of the proposed work? No

c) Is the proposed work "exploration" under the definition of Section 8, MO-5? No [illegible]

If not, what part of it is? [illegible]

Is this part a worthwhile exploration project? N

d) Are the cost estimates detailed? No

Can they be summarized, as on page 2 of Procedural Instruction 5-A, from the available data? No If so, attach a draft.

e) Are the cost estimates reasonable? Not good

f) Should more information be requested from applicant? No unnecessary

g) Is a field examination necessary to complete Exhibit A? Yes

11. Exhibit B (question 23-d)*

a) Is it applicable? No

b) If so, are sufficient data furnished? No If so, attach a draft.

c) Is a field check needed? No

12. Exhibit C (question 23-e, f and g)*

a) Is it applicable? No

b) Sufficient data? No If so, attach a draft.

c) Are rents and charges reasonable? [illegible]

d) Is a field check needed? Yes If rehabilitation [illegible]

13. Exhibit D (question 23-a, b)*

a) Are there sufficient data? Yes

b) Is the schedule adequate for the work proposed? [illegible]

c) Is the schedule excessive for the work proposed? production [illegible]

d) Are the proposed wages and salaries reasonable? Yes

e) Is a field check needed? Yes - if [illegible]

14. Exhibit E (question 23-c)*

a) Is it applicable? [illegible]

b) Sufficient data? [illegible]

c) Reasonable? [illegible]

d) Field check needed? [illegible]

15. In your judgment, can the proposed work be done in the proposed time? [illegible]

(All exploration must be completed within two years)

16. If field examination is not needed, attach your recommendation.

17. If field examination is needed, do you have any special instructions for the field team not indicated by your answers to the foregoing question? Call attention of applicant that he could submit for a development loan if he so desired.

[illegible]

Reviewed by: J Medlin 6/21/-- USG

[illegible]

Date [illegible]

97692

[illegible]

Section III - Recommendation

As described the project is for engineering assistance to [illegible] in production. The best [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] of best development.

The application should be [illegible] in the [illegible] of [illegible] to apply to a development - production line which should [illegible] more careful consideration.

[illegible]

6/5/51

Deny

Defense Minerals Administration

Review of Application for Exploration Assistance

Docket No. DMA-1583 X

Commodity Mica

Total Amount $13,870.00

Govt. Participation 90%

1. Name and Address of Applicant Ira M. Vance + W.S. Flynt (Birch Mining Co.) Pineola, N. Caro.

2. Location of Property Birch mine, located on waters of Henson Creek, Cane Creek Township, Mitchell County, N. Caro. 6 mile W of Spear, N.C.

3. Mineral or metal Mica (strategic Is it listed in Section 9 of MO-5? Yes

If not, application will be rejected.

4. Geologic probability of discovery—based on data in application (question #16, 17, 18, 20 and 22)*

Mines or Survey reports, etc., do you rate chances:

a) Good
b) Poor
c) None
d) Don't know—needs field examination

Applicant denied for proposed work is not geologic exploration. Bring to attention that applicant might submit as development loan. If he does " " " it will require a field examination

e) Is there an alternative and favorable project? Property was a very good mine. JRLedbetter 6/21/51
(If so, attach an explanation)

5. Is the applicant's right to the property clearly stated? Yes
(question 5, 6, 7)*

6. If applicant is a lessee, is a copy of the lease attached? Yes

Does the lease have sufficient time to run to cover a future productive period? Yes — 2 yr. with right of extension for 3 yr.

*question numbers are those of MF-103

7. Are subordination agreements necessary? Yes

a) MF-201?

b) MF-202 Not enclosed.

8. From the data presented, does the proposed project appear feasible from the point of view of:

a) Available manpower Yes -

b) Equipment and supplies Yes
(Question 14 plus general knowledge of availability)*

c) Accessibility (question 12)* Yes

d) Water (question 13)* Yes

e) Power (question 13)* Yes - use gasoline motors

Is a field check needed on any of these points? Yes-

9. Does the experience of the applicant appear to be adequate to assure that he can properly conduct the proposed project? (question 4)* Yes

Is a field check needed on this point? Yes

10. Exhibit A. (questions 21 and 22)*

a) Is the project adequately described? Yes - not exploration as described. J. Reddin

If not, are there sufficient data given so that you can describe the project? _____ If so, attach a draft.

b) Is there an adequate map or sketch of the proposed work? No

c) Is the proposed work "exploration" under the definition of Section 8, MO-5? No No Prob

If not, what part of it is? As described is entirely preparation for renewal of production operations

Is this part a worthwhile exploration project? No

d) Are the cost estimates detailed? No

Can they be summarized, as on page 2 of Procedural Instruction 5-A, from the available data? No If so, attach a draft.

e) Are the cost estimates reasonable? None given

f) Should more information be requested from applicant? Not necessary

g) Is a field examination necessary to complete Exhibit A? Yes

11. Exhibit B (question 23-d)*

a) Is it applicable? No

b) If so, are sufficient data furnished? No If so, attach a draft.

c) Is a field check needed? No -

12. Exhibit C (question 23-e, f and g)*

a) Is it applicable? Yes

b) Sufficient data? No If so, attach a draft.

c) Are rents and charges reasonable? Indeterminable - period not noted

d) Is a field check needed? Yes if information desired

13. Exhibit D (question 23-a, b)*

a) Are there sufficient data? Yes

b) Is the schedule adequate for the work proposed? } as given are for

c) Is the schedule excessive for the work proposed? } production purposes

d) Are the proposed wages and salaries reasonable? Yes

e) Is a field check needed? Yes - if project not declined

14. Exhibit E (question 23-c)*

a) Is it applicable? No - none proposed -

b) Sufficient data? —

c) Reasonable? —

d) Field check needed? —

15. In your judgment, can the proposed work be done in the proposed time? ~~No time~~ Time not applicable to exploration

(All exploration must be completed within two years)

16. If field examination is not needed, attach your recommendation.

17. If field examination is needed, do you have any special instructions for the field team not indicated by your answers to the foregoing question? Call attention of applicant that he could submit for a development loan if he so desired.

Not an exploration project - see above

Reviewed by: J M Redden 6/30/50 USGS

Donald McBeath

BLM

Date 6/27/57

97692

6/22/51

DMA 1583X

Section 16- Recommendation.

As described the project is for reopening old mine & preparing for production. The last item, "driving headings to locate deposits of mica" is at best development.

The application should be declined & the applicant advised to apply for a development or production loan which should then have careful consideration.

BMB

FILE COPY
SURNAME:

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

June 15, 1951

Mr. Ira M. Vance
Birch Mining Company
Pineola, North Carolina

Subject: DMA-1583 X
Re: Exploration Loan -
Birch Mine

My dear Mr. Vance:

Receipt is acknowledged of your application and attachments of May 29, 1951 from the BIRCH MINING COMPANY for a Government loan under the Defense Production Act of 1950.

The application was assigned Docket Number 1583 X and referred to Mr. James A. Barr, Chief, Industrial Minerals Branch, on June 8, 1951.

In any future correspondence relating to your application, kindly refer to DMA-1583 X.

Sincerely yours,

LANDON F. STROBEL

L. F. S.

Landon F. Strobel
Executive Secretary

LFSTROBEL/aec
cc: Strobel-2
Files
Mr. Barr
Mr. Lyon

DMA 1583

May 31, 1951

Mr. Ira M. Vance

Pineola, North Carolina

Dear Mr. Vance:

This will acknowledge receipt on this date of your application for aid in exploration for mica. We are forwarding this to the Washington office of Defense Minerals Administration for their consideration, according to the established procedure.

However, it is probable that this work calls for a development or production loan, as the principal object seems to be to restore to production a previously productive mine. The attached MO-5 explains that exploration loans are only available in the search for new mineral deposits. If, as seems probable, the Washington office decides this to be the case, we will then send you forms for the other type of loan.

Very truly yours,

Robert A. Laurence
Executive Officer
Field Team, Region VII

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUN 4 - 1951
LANDON F. STROBEL
Executive Secretary

RAL/mg

Enclosure
cc: Mr. Beck
Mr. Strobel

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
ROOM 13 POST OFFICE BLDG.
KNOXVILLE 01, TENN.

May 31, 1951

Registered Mail

Memorandum

To: Landon F. Strobel, Executive Secretary
Defense Minerals Administration

From: Robert A. Laurence

Subject: Form MF-103, Ira M. Vance and W. S. Flynt

Attached are four copies of the above-designated application, received here today, and therefore filed by the May 31 deadline. Copy of my acknowledging letter is attached.

Robert A. Laurence
Robert A. Laurence
Executive Officer
Field Team, Region VII

Enclosures 5

cc: Wm. A. Beck

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUN 4 - 1951
LANDON F. STROBEL
Executive Secretary

Pineola, N. C.,
May 29th, 1951.
MAY 31 REC'D

U. S. Department of the Interior
Geological Survey
Attn: Hon. Robert A. Laurence
Executive Officer
Field Team, Region VII
Room 13, Post Office Building
Knoxville 01, Tennessee.

Gentlemen:

Enclosed herewith please find completed Form MF-103, Application For Aid for an Exploration Project, duly executed in quadruplicate, on behalf of Ira M. Vance and W. S. Flynt, a partnership trading as Birch Mining Company.

Your favorable attention to a nd further advice concerning the above application would be appreciated.

Sincerely yours,

B irch Mining Company,

By Ira M Vance
Partner

Copy of
Form MF-103
(April 1951)

U. S. DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS ADMINISTRATION

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950	Do Not Fill In This Block Docket No. DMA 1583X Date received 6-4-51 Participation

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUN 4 - 1951
LAHOON E. SPROBEL
Executive Secretary

Ira M. Vance and W. S. Flynt,
a partnership, trading as
Birch Mining Company,
Pineola, N. C.

Name and address of applicant

Date May 29, 1951.

Fill In This Block

Date of application May 29th, 1951 Estimated cost $13,870.00

Mineral or metal Mica (strategic) Percentage of Government participation 90

Location of mine Birch Mine on waters of Hensons Creek, Cane Creek Township, Mitchell County, N. C., adjoining lands of Lynn Hughes, E. C. Guy, D. T. Vance, Paul Dellinger, et al.

Date of filing MF-100 _____ DMA Docket Number, if available _____

INSTRUCTIONS
(Not copied)

THE APPLICANT

1. Is applicant an individual, partnership, or corporation? Partnership.
2. If a partnership, State names and addresses of partners, Ira M. Vance, Pineola, N. C.
   W. S. Flynt, Coeburn, Va.
3. If a corporation, states names and addresses of officers, etc.
4. Describe the mining and general business experience of (a) the applicant, and (b) the person or persons who will manage the project. (a) Ira M. Vance, approximately 15 years;
   W. S. Flynt, approximately 7 years.
5. Are you the owner or the lessee of the property? Lessee.
6. If owner, state what claims, liens, or encumbrances, if any, are against the property.
7. If lessee, attach a copy of the lease and state if it is in good standing. Copy of lease attached and in good standing.
8. Furnish current financial statement, showing assets and liabilities, and a profit and loss statement. See separate attached financial statements.
9. How much money is applicant prepared to invest in proposed project? Is it sufficient to pay your part of the cost of the project as detailed in question 23 of this application form, in accordance with the regulations on Government participation (Section 9 of Mineral Order 5)? Yes.

THE PROPERTY

10. (a) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property.
(b) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted. Same as covered by lease.

That certain tract of land containing 50 acres located on the headwaters of Hensons Creek in Cane Creek Township, Mitchell County, North Carolina, on which is now located the mica mine known as the Birch Mine, said land containing 50 acres.

11. State the present and former names of the property, if any. Birch Mine.
12. State, in detail, the location of the property with reference to towns, railroads, roads, shipping points, including distances and directions and kinds and conditions of roads. 6 miles west of Spear, N. C., on gravelled secondary road connecting with U. S. #19-E and approximately 16 miles northeast of Clinchfield Railroad at Spruce Pine.
13. State source and quantity of water available for operations and its sufficiency at all seasons. Ample water for operation.
State amount of power to be used, rate per hour or other cost, and source. Gasoline motors.
14. Describe any existing useable facilities, equipment, buildings, or structure now on the property that will be devoted to the exploration work. No buildings.
15. State in detail how the ore could be shipped and how and where milled. Prepared and sold in Spruce Pine and can also be fabricated there.
16. History:
(a) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property with reasons for any past suspensions of operations. The very old mine that has been worked by various persons for more than 50 years and during period 1943 to 1948 produced more than $500,000.00 worth of saleable mica, work suspended in 1948 because of lowered selling price of mica, great depth of mine and lack of sufficient funds to drive new incline for better drainage and more economical operation.
(b) State briefly the known history and production of adjoining and neighboring properties. Meadow Mine approximately 3 miles northeast; Charlies Ridge Mine 3 miles southeast; Hawk Mine 2½ miles west, all large producers.

(c) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development, and metallurgical investigations. It is believed that there are still large deposits of strategic mica in this mine which can be profitably mined by a proper approach but cannot be profitably mined through existing opening.

17. Production:
(a) If mine is in production, furnish the following information: Not in production.

18. Ore or mineral reserves: (If property is or has been operating.)
(a) Describe the ore or mineral deposits briefly. Vein containing block mica (strategic) varying from 6 to 10 feet vertically and from 25 to 150 feet wide.
(b) Submit available maps and assay date. None. Present mine opening is approximately 1000 feet deep on approximately 45° incline extending under mountain.
(c) Give estimated tonnage and grade of each class of ore reserves.

19. State conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions. None.

THE EXPLORATION

20. For what mineral or minerals and for what types of deposits and ores will the exploration be conducted? Block mica (strategic).

21. Describe briefly, but concisely, the proposed work and the estimated time required to complete it. Driving a new incline, pumping water from old mine, cleaning out bottom of of old mine, removing muck and rock, driving headings to locate deposits of mica. Estimated time, 8 to 12 months.

22. Furnish statement of the geological basis of the project with particular emphasis on factors leading the operator to expect the finding of commercial ore bodies. This statement should be accompanied by supporting maps such as geological maps, maps of the proposed openings and assay maps, sample lists, and other pertinent date. Reference is made to maps and other data of Colonial Mica Company in reference to production of Birch Mine years 1943-44-45.

THE REQUIREMENTS AND COSTS

23. Tabulate in the form of an itemized statement with a sum of each item the estimated requirements and costs of the project so that the total will give the estimated cost of the project in which the Government will participate, as follows:
(a) Labor, by numbers and classes (miners, muckers, millmen, etc.), with wages of each.
3 muckers $6.00 per day each; 2 drillers, $8.00 per day each;
1 blacksmith $8.00; 1 hoist man, $8.00 per day; 1 dump man, $6.00 per day
Total $6,380.00.
(b) Supervisors, by numbers and positions, with salaries of each. 1 foreman at $10.00 per day, 5 days per week, $1300.00.
(c) Cost of necessary repairs to existing facilities, structures, and buildings. None.
(d) Cost of necessary installation or construction of additional facilities, structures, and buildings. Out-buildings for machinery $500.00.
(e) Cost of items of equipment, not now owned by the applicant which must be purchased for operations at a cost of $50.00 or more each. Steel bits, $700.00; hose, $150.00; pipe, $150.00, total $1000.00.
(f) Cost of rental for equipment which the operator proposes to rent. None.
(g) Rental value of items of equipment which the operator now owns and which will be devoted to the work. Steel rail, $100.00; 2 compressors, $1200.00; 3 pumps, $600.00; 1 hoist, $450.00; cables, blocks, rollers, blacksmith tools, etc., $300.00, total $2650.00.

(h) Cost of materials and supplies, including items of equipment costing less than $50 each. $100.00.
(i) Cost of power, water, utilities, and any other items not provided for above. $1375.
(j) Workmens compensation $450.00.
(k) Social Security, $115.00.

24. Furnish a time schedule of the project, stated in terms of months after project is approved, showing progress expected to be accomplished and the money expected to be spent. Six months actual working days. $13870.00.

CERTIFICATION

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

Birch Mining Company, a partnership,
(Name of Company)

By [signature]
(Signature of authorized official)

May 29, 1951
(Date)

Partner
(Title)

NORTH CAROLINA,

MITCHELL COUNTY.

THIS AGREEMENT OF LEASE, Made and entered into by and between LEND AND MINERAL COMPANY, Inc., a corporation, by its agent, F. H. Fortner, of Mitchell County, North Carolina, sometimes hereinafter referred to as Lessor, and Ira M. Vance of the County of Avery and State of North Carolina, and W. S. Flynt of the City of Coeburn, County of Wise and State of Virginia, sometimes hereinafter referred to as Lessees;

WITNESSETH:

That for and in consideration of the sum of ONE DOLLAR paid by the Lessees to Lessor, the receipt of which is hereby acknowledged, and in further consideration of the rents and royalties to be paid and the agreements and stipulations hereinafter mentioned to be kept and performed, Lessor hereby lets, remises and leases unto Lessees for mining purposes all of the minerals of every kind and description in, on or under that certain tract of land containing 50 acres located on the headwaters of Hensons Creek in Cane Creek Township, Mitchell County, North Carolina, on which is now located the mica mine known as the Birch Mine, said land containing 50 acres, more or less, adjoining the lands of Dellingers, Hughes, D. T. Vance and others, hereby granting unto Lessees the right to prospect, mine for and remove mica, feldspar, and other minerals from said tract of land hereby granting unto said Lessees the full rights of ingress, egress and regress to and from said Birch mine or other mines or prospects on said 50-acre tract, together with all of the usual and customary mining rights and privileges and the Lessees covenant and agree with the Lessor that they will prospect and mine said premises in a workmanlike manner and with modern and improved methods. That they will carry insurance so as to protect Lessor from damage by reason of injury to any of their employees or any one else and agree to pay as royalty to Lessor one-eighth or 12½% of the selling price for all mica of every kind and description mined, removed and marketed by them from said premises during the period of this lease or any renewal thereof and to pay to Lessor fifty cents per long ton of 2240 pounds for all feldspar of any grade whatsoever mined, removed and marketed by them from said premises and the usual and customary royalties for any other minerals which they may encounter in their mining or prospecting operations under this lease

or any extension thereof which they can save and market at a profit to them. The duration of this lease is for a period of two (2) years from this date with the provision that if at the termination of this lease, the Lessees shall have fully complied with this lease and shall have paid all royalties, then due, they may, at their option, have an extension of three additional years upon the same terms and conditions as herein contained it being mutually agreed between all parties hereto that in disposing of the mineral products from the herein described premises, the purchasers' weights shall be final and binding on all parties hereto and Lessees agree to conduct their mining operations in such manner as to constitute themselves as independent contractors, it being mutually understood that Lessor will in no way undertake to direct the work of such prospecting and mining as is contemplated and that Lessees shall be free to conduct said prospecting and mining operations as they may see fit and shall hire and fire employees free from interference of Lessor or its agents, it being mutually understood that Lessor may, through its agent and employees, be free to inspect all prospecting and mining operations on said premises at all times.

It is agreed by Lessees that they will begin prospecting or mining operations on said premises within 90 days from the execution of these presents and that they will continue to prospect and/or mine said premises continuously thereafter and that if they should fail to operate said prospecting or mining operation in good faith for 90 consecutive days unless hindered by acts of God, of war or any other cause beyond their control, then Lessor may through its agents or employees at its option, declare this lease to be null and void and may re-enter and take possession of the herein described premises without notice to Lessees provided; that if Lessor shall give written notice to Lessees that they are in default in any way on this lease, then Lessees shall have 30 days thereafter to correct and make good such default.

Lessees further agree that at the termination of this lease or any renewal thereof, they will leave any opening, shaft, cut or tunnel made by them reasonably clean, cave-ins and slides excepted.

It is agreed that the royalties hereinabove provided for shall be paid by Lessees to Lessor or its agent by the 15th of each succeeding month for all minerals mined, removed and marketed by them during the preceding month and Lessees further agree that upon request they will furnish to Lessor or its agent duplicate bills for all minerals mined, removed and marketed by them from said premises.

It is further agreed that Lessees shall have the right and privilege of erecting and removing mining equipment and machinery at will and shall have the further privilege of erecting sheds and mining shantys on said premises for mining purposes.

It is mutually agreed between all parties hereto that this paper writing is the whole contract between the parties named herein and that the same shall be equally binding upon all parties hereto and their successors, heirs and assigns.

IN WITNESS WHEREOF Lessor has caused these presents to be signed in its name by its duly authorized agent, and Lessees have hereunto set their hands and affixed their seals on this, 29th day of May, 1951.

LAND AND MINERAL COMPANY, INC.,

By F. B. Fortner (SEAL)
AGENT

W. S. Flynt (SEAL)

Ira M. Vance (SEAL)

NORTH CAROLINA,

MITCHELL COUNTY.

I, Nell Bradshaw, Notary Public in and for the County and State aforesaid, do hereby certify that F. B. Fortner, Agent for Land and Mineral Company, Inc., this day personally appeared before me and acknowledged the due execution by him, as such agent, of the foregoing instrument for the purposes therein expressed.

I further certify that Ira M. Vance and W. S. Flynt this day personally appeared before me and acknowledged the due execution by them of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Seal, this 29th day of May, 1951.

Nell Bradshaw
NOTARY PUBLIC

My comm. expires 10-29-51.

FINANCIAL STATEMENT

To THE NORTHWESTERN BANK

The undersigned, for the purpose of procurring 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 29 day of May 19, 51, 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 and 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 against 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	12500.00	Bills Payable for Merchandise	
Bills receivable, all good		Notes Due Banks	
Accounts receivable, all good			
Merchandise (How Valued)			
Cash Value of Life Insurance	3600.00	Bills Payable, otherwise disposed of	
Stocks and Bonds	2500.00	Open Accounts	
Machinery and Fixtures	3000.00	Mortgages or Liens on Real Estate	
Real Estate Belonging to Firm		Other - Indebtedness and of what composed	
Other Assets and of what composed		NONE	
		Total Liabilities	
		Net Worth	
Total	97500.00	Total	

Contingent Liability. Accommodation Endorsements
Endorsed Bills Receivable Outstanding

SCHEDULE OF LAND

Location and Description	Acres	Estimated Value	Valuation Assessed	Mortgage
		$	$	$
		$	$	$
		$	$	$
		$	$	$

TITLE:—The title to all the above described Real Estate is in my name solely, except as follows

INSURANCE

FIRE—Buildings $ Personal Property $ Merchandise $

LIFE—$ Who is the beneficiary

Sworn to and subscribed before me this 29th day of May 1951.

Neel Bladshaw
Notary Public.

my comm. expires 10-29-51

Please sign here

By W. A. Elder

Date Signed May 29th 1951

FINANCIAL STATEMENT

To THE NORTHWESTERN BANK

The undersigned, for the purpose of procurring 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 29th day of May 19, 51, 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 and 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 against 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	500.00	Bills Payable for Merchandise	1100.00
Bills receivable, all good	1000.00	Notes Due Banks individual	2000.00
Accounts receivable, all good	500.00		
Merchandise (How Valued)	2200.00		
Cash Value of Life Insurance		Bills Payable, otherwise disposed of	
Stocks and Bonds		Open Accounts	
Machinery and Fixtures	2500.00	Mortgages or Liens on Real Estate	
Real Estate Belonging to Firm		Other - Indebtedness and of what composed	
Other Assets and of what composed		Total Liabilities	
		Net Worth	3100.00
Total	6700.00	Total	

Contingent Liability. Accommodation Endorsements
Endorsed Bills Receivable Outstanding

SCHEDULE OF LAND

Location and Description	Acres	Estimated Value	Valuation Assessed	Mortgage
Pineola, N. C.	150	$ 25000.00	$	$
1 Building, Newland, N. C.	1/2	$ 12000.00	$	$
		$	$	$
		$	$	$

TITLE:—The title to all the above described Real Estate is in my name solely, except as follows
The home of Ira M. Vance and wife, Leola Vance

INSURANCE

FIRE—Buildings $ 8000.00 Personal Property $ 2000.00 Merchandise $ 4000.00
LIFE—$ Who is the beneficiary

Sworn to and subscribed before me this 29th day of May 19 51.
Nell Bradshaw Notary Public.
my com. expires 10-29-51

Please sign here Ira M Vance
By
Date Signed May 29th 1951

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUN 4 - 1951
LANDON F. STROBEL
Executive Secretary

Copy of
Form MF-103
(April 1951)

U. S. DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS ADMINISTRATION

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950	Do Not Fill In This Block Docket No. dma/1583X Date received 6-4-51 Participation

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUN 4 - 1951
LANDON F. STROBEL
Executive Secretary

Ira M. Vance and W. S. Flynt,
a partnership, trading as
Birch Mining Company,
Pineola, N. C.

Name and address of applicant

Date May 29, 1951.

Fill In This Block

Date of application May 29th, 1951 Estimated cost $13,870.00

Mineral or metal Mica (strategic) Percentage of Government participation 90

Location of mine Birch Mine on waters of Hensons Creek, Cane Creek Township, Mitchell County, N. C., adjoining lands of Lynn Hughes, E. C. Guy, D. T. Vance, Paul Dellinger, et al.

Date of filing MF-100 _____ DMA Docket Number, if available _____

INSTRUCTIONS
(Not copied)

THE APPLICANT

1. Is applicant an individual, partnership, or corporation? Partnership.
2. If a partnership, State names and addresses of partners. Ira M. Vance, Pineola, N. C.
   W. S. Flynt, Coeburn, Va.
3. If a corporation, states names and addresses of officers, etc.
4. Describe the mining and general business experience of (a) the applicant, and (b) the person or persons who will manage the project. (a) Ira M. Vance, approximately 15 years;
   W. S. Flynt, approximately 7 years.
5. Are you the owner or the lessee of the property? Lessee.
6. If owner, state what claims, liens, or encumbrances, if any, are against the property.
7. If lessee, attach a copy of the lease and state if it is in good standing. Copy of lease attached and in good standing.
8. Furnish current financial statement, showing assets and liabilities, and a profit and loss statement. See separate attached financial statements.
9. How much money is applicant prepared to invest in proposed project? Is it sufficient to pay your part of the cost of the project as detailed in question 23 of this application form, in accordance with the regulations on Government participation (Section 9 of Mineral Order 5)? Yes.

THE PROPERTY

10. (a) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property.
(b) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted. Same as covered by lease.

That certain tract of land containing 50 acres located on the headwaters of Hensons Creek in Cane Creek Township, Mitchell County, North Carolina, on which is now located the mica mine known as the Birch Mine, said land containing 50 acres.

11. State the present and former names of the property, if any. Birch Mine.
12. State, in detail, the location of the property with reference to towns, railroads, roads, shipping points, including distances and directions and kinds and conditions of roads. 6 miles west of Spear, N. C., on gravelled secondary road connecting with U. S. #19-E and approximately 16 miles northeast of Clinchfield Railroad at Spruce Pine.
13. State source and quantity of water available for operations and its sufficiency at all seasons. Ample water for operation.
State amount of power to be used, rate per hour or other cost, and source. Gasoline motors.
14. Describe any existing useable facilities, equipment, buildings, or structure now on the property that will be devoted to the exploration work. No buildings.
15. State in detail how the ore could be shipped and how and where milled. Prepared and sold in Spruce Pine and can also be fabricated there.
16. History:
(a) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property with reasons for any past suspensions of operations. The very old mine that has been worked by various persons for more than 50 years and during period 1943 to 1948 produced more than $500,000.00 worth of saleable mica, work suspended in 1948 because of lowered selling price of mica, great depth of mine and lack of sufficient funds to drive new incline for better drainage and more economical operation.
(b) State briefly the known history and production of adjoining and neighboring properties. Meadow Mine approximately 3 miles northeast; Charlies Ridge Mine 3 miles southeast; Hawk Mine 2½ miles west, all large producers.

(e) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development, and metallurgical investigations. It is believed that there are still large deposits of strategic mica in this mine which can be profitably mined by a proper approach but cannot be profitably mined through existing opening.

17. Production:
(a) If mine is in production, furnish the following information: Not in production.

18. Ore or mineral reserves: (If property is or has been operating.)
(a) Describe the ore or mineral deposits briefly. Vein containing block mica (strategic) varying from 6 to 10 feet vertically and from 25 to 150 feet wide.
(b) Submit available maps and assay date. None. Present mine opening is approximately 1000 feet deep on approximately 45° incline extending under mountain.
(c) Give estimated tonnage and grade of each class of ore reserves.

19. State conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions. None.

THE EXPLORATION

20. For what mineral or minerals and for what types of deposits and ores will the exploration be conducted? Block mica (strategic).

21. Describe briefly, but concisely, the proposed work and the estimated time required to complete it. Driving a new incline, pumping water from old mine, cleaning out bottom of of old mine, removing muck and rock, driving headings to locate deposits of mica. Estimated time, 8 to 12 months.

22. Furnish statement of the geological basis of the project with particular emphasis on factors leading the operator to expect the finding of commercial ore bodies. This statement should be accompanied by supporting maps such as geological maps, maps of the proposed openings and assay maps, sample lists, and other pertinent date. Reference is made to maps and other data of Colonial Mica Company in reference to production of Birch Mine years 1943-44-45.

THE REQUIREMENTS AND COSTS

23. Tabulate in the form of an itemized statement with a sum of each item the estimated requirements and costs of the project so that the total will give the estimated cost of the project in which the Government will participate, as follows:
(a) Labor, by numbers and classes (miners, muckers, millmen, etc.), with wages of each. 3 muckers $6.00 per day each; 2 drillers, $8.00 per day each; 1 blacksmith $8.00; 1 hoist man, $8.00 per day; 1 dump man, $6.00 per day Total $6,380.00.
(b) Supervisors, by numbers and positions, with salaries of each. 1 foreman at $10.00 per day, 5 days per week, $1300.00.
(c) Cost of necessary repairs to existing facilities, structures, and buildings. None.
(d) Cost of necessary installation or construction of additional facilities, structures, and buildings. Out-buildings for machinery $500.00.
(e) Cost of items of equipment, not now owned by the applicant which must be purchased for operations at a cost of $50.00 or more each. Steel bits, $700.00; hose, $150.00; pipe, $150.00, total $1000.00.
(f) Cost of rental for equipment which the operator proposes to rent. None.
(g) Rental value of items of equipment which the operator now owns and which will be devoted to the work. Steel rail, $100.00; 2 compressors, $1200.00; 3 pumps, $600.00; 1 hoist, $450.00; cables, blocks, rollers, blacksmith tools, etc., $300.00, total $2650.00.

(h) Cost of materials and supplies, including items of equipment costing less than $50 each. $100.00.
(i) Cost of power, water, utilities, and any other items not provided for above. $1375.
(j) Workmens compensation $450.00.
(k) Social Security, $115.00.

24. Furnish a time schedule of the project, stated in terms of months after project is approved, showing progress expected to be accomplished and the money expected to be spent. Six months actual working days. $13870.00.

CERTIFICATION

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

Birch Mining Company, a partnership,
(Name of Company)

By [signature]
(Signature of authorized official)

May 29, 1951
(Date)

Partner
(Title)

NORTH CAROLINA,

MITCHELL COUNTY.

THIS AGREEMENT OF LEASE, Made and entered into by and between LAND AND MINERAL COMPANY, Inc., a corporation, by its agent, F. B. Fortner, of Mitchell County, North Carolina, sometimes hereinafter referred to as Lessor, and Ira M. Vance of the County of Avery and State of North Carolina, and W. S. Flynt of the City of Coeburn, County of Wise and State of Virginia, sometimes hereinafter referred to as Lessees;

WITNESSETH:

That for and in consideration of the sum of ONE DOLLAR paid by the Lessees to Lessor, the receipt of which is hereby acknowledged, and in further consideration of the rents and royalties to be paid and the agreements and stipulations hereinafter mentioned to be kept and performed, Lessor hereby lets, remises and leases unto Lessees for mining purposes all of the minerals of every kind and description in, on or under that certain tract of land containing 50 acres located on the headwaters of Honeycutt Creek in Cane Creek Township, Mitchell County, North Carolina, on which is now located the mica mine known as the Birch Mine, said land containing 50 acres, more or less, adjoining the lands of Dellinger, Hughes, D. T. Vance and others, hereby granting unto Lessees the right to prospect, mine for and remove mica, feldspar, and other minerals from said tract of land hereby granting unto said Lessees the full rights of ingress, egress and regress to and from said Birch mine or other mines or prospects on said 50-acre tract, together with all of the usual and customary mining rights and privileges and the Lessees covenant and agree with the Lessor that they will prospect and mine said premises in a workmanlike manner and with modern and improved methods. That they will carry insurance so as to protect Lessor from damage by reason of injury to any of their employees or any one else and agree to pay as royalty to Lessor one-eighth or 12½% of the selling price for all mica of every kind and description mined, removed and marketed by them from said premises during the period of this lease or any renewal thereof and to pay to Lessor fifty cents per long ton of 2240 pounds for all feldspar of any grade whatsoever mined, removed and marketed by them from said premises and the usual and customary royalties for any other minerals which they may encounter in their mining or prospecting operations under this lease

or any extension thereof which they can save and market at a profit to them. The duration of this lease is for a period of two (2) years from this date with the provision that if at the termination of this lease, the Lessees shall have fully complied with this lease and shall have paid all royalties, then due, they may, at their option, have an extension of three additional years upon the same terms and conditions as herein contained it being mutually agreed between all parties hereto that in disposing of the mineral products from the herein described premises, the purchasers' weights shall be final and binding on all parties hereto and Lessees agree to conduct their mining operations in such manner as to constitute themselves as independant contractors, it being mutually understood that Lessor will in no way undertake to direct the work of such prospecting and mining as is contemplated and that Lessees shall be free to conduct said prospecting and mining operations as they may see fit and shall hire and fire employees free from interference of Lessor or its agents, it being mutually understood that Lessor may, through its agent and employees, be free to inspect all prospecting and mining operations on said premises at all times.

It is agreed by Lessees that they will begin prospecting or mining operations on said premises within 90 days from the execution of these presents and that they will continue to prospect and/or mine said premises continuously thereafter and that if they should fail to operate said prospecting or mining operation in good faith for 90 consecutive days unless hindered by acts of God, of war or any other cause beyond their control, then Lessor may through its agents or employees at its option, declare this lease to be null and void and may re-enter and take possession of the herein described premises without notice to Lessees provided; that if Lessor shall give written notice to Lessees that they are in default in any way on this lease, then Lessees shall have 30 days thereafter to correct and make good such default.

Lessees further agree that at the termination of this lease or any renewal thereof, they will leave any opening, shaft, cut or tunnel made by them reasonably clean, cave-ins and slides excepted.

It is agreed that the royalties hereinabove provided for shall be paid by Lessees to Lessor or its agent by the 15th of each succeeding month for all minerals mined, removed and marketed by them during the preceding month and Lessees further agree that upon request they will furnish to Lessor or its agent duplicate bills for all minerals mined, removed and marketed by them from said premises.

It is further agreed that Lessees shall have the right and privilege of erecting and removing mining equipment and machinery at will and shall have the further privilege of erecting sheds and mining shantys on said premises for mining purposes.

It is mutually agreed between all parties hereto that this paper writing is the whole contract between the parties named herein and that the same shall be equally binding upon all parties hereto and their successors, heirs and assigns.

IN WITNESS WHEREOF Lessor has caused these presents to be signed in its name by its duly authorized agent, and Lessees have hereunto set their hands and affixed their seals on this, 29th day of May, 1951.

LAND AND MINERAL COMPANY, INC.,

By F. B. Fortner (SEAL)
AGENT

W. S. Flynt (SEAL)

Ira M. Vance (SEAL)

NORTH CAROLINA,

MITCHELL COUNTY.

I, Nell Bradshaw, Notary Public in and for the County and State aforesaid, do hereby certify that F. B. Fortner, Agent for Land and Mineral Company, Inc., this day personally appeared before me and acknowledged the due execution by him, as such agent, of the foregoing instrument for the purposes therein expressed.

I further certify that Ira M. Vance and W. S. Flynt this day personally appeared before me and acknowledged the due execution by them of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Seal, this 29th day of May, 1951.

Nell Bradshaw
NOTARY PUBLIC

My comm. expires 10-29-51.

FINANCIAL STATEMENT

To THE NORTHWESTERN BANK

The undersigned, for the purpose of procurring 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 29th day of May 19, 51 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 and 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 against 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	500.00	Bills Payable for Merchandise	1100.00
Bills receivable, all good	1000.00	Notes Due Banks individual	2000.00
Accounts receivable, all good	500.00		
Merchandise (How Valued)	2200.00		
Cash Value of Life Insurance		Bills Payable, otherwise disposed of	
Stocks and Bonds		Open Accounts	
Machinery and Fixtures	2500.00	Mortgages or Liens on Real Estate	
Real Estate Belonging to Firm		Other - Indebtedness and of what composed	
Other Assets and of what composed		Total Liabilities	
		Net Worth	3100.00
Total	6700.00	Total	

Contingent Liability. Accommodation Endorsements
Endorsed Bills Receivable Outstanding

SCHEDULE OF LAND

Location and Description	Acres	Estimated Value	Valuation Assessed	Mortgage
Pineola, N. C.	150	$ 25000.00	$	$
1 Building, Newlend, N. C.	1/2	$ 12000.00	$	$
		$	$	$
		$	$	$

TITLE:—The title to all the above described Real Estate is in my name solely, except as follows
The home of Ira M. Vance and wife, Leola Vance

INSURANCE

FIRE—Buildings $ 8000.00 Personal Property $ 2000.00 Merchandise $ 4000.00
LIFE—$ Who is the beneficiary

Sworn to and subscribed before me this 29th day of May 1951.
Dee Bradshaw
Notary Public.
my com. expires 10-29-51

Please sign here Ira M Vance
By
Date Signed May 29th 1951

FINANCIAL STATEMENT

To THE NORTHWESTERN BANK

The undersigned, for the purpose of procurring 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 29 day of May 19, 51, 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 and 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 against 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	12 50 00	Bills Payable for Merchandise	
Bills receivable, all good		Notes Due Banks	
Accounts receivable, all good			
Merchandise (How Valued)			
Cash Value of Life Insurance	3 0 0 00	Bills Payable, otherwise disposed of	
Stocks and Bonds	2 5 0 00	Open Accounts	
Machinery and Fixtures	3 0 0 00	Mortgages or Liens on Real Estate	
Real Estate Belonging to Firm		Other Indebtedness and of what composed	
Other Assets and of what composed		NONE	
		Total Liabilities	
		Net Worth	
Total	97 50 00	Total	

Contingent Liability. Accommodation Endorsements

Endorsed Bills Receivable Outstanding

SCHEDULE OF LAND

Location and Description	Acres	Estimated Value	Valuation Assessed	Mortgage
		$	$	$
		$	$	$
		$	$	$
		$	$	$

TITLE:—The title to all the above described Real Estate is in my name solely, except as follows

INSURANCE

FIRE—Buildings $ Personal Property $ Merchandise $

LIFE—$ Who is the beneficiary

Sworn to and subscribed before me this 29th day of May 1951.

Nece Bradshaw
Notary Public.

my com. expires 10-29-51

Please sign here

By

Date Signed May 29th 1951

Copy of
Form MF-103
(April 1951)

U. S. DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS ADMINISTRATION

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950	Do Not Fill In This Block Docket No. DMA 1583 X Date received 6-4-51 Participation

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUN 4 - 1951
LANDON F. STROBEL
Executive Secretary

Ira M. Vance and W. S. Flynt,
a partnership, trading as
Birch Mining Company,
Pinsola, N. C.

Name and address of applicant

Date May 29, 1951.

Fill In This Block

Date of application May 29th, 1951 Estimated cost $13,870.00

Mineral or metal Mica (strategic) Percentage of Government participation 90

Location of mine Birch Mine on waters of Honsens Creek, Cane Creek Township, Mitchell County, N. C., adjoining lands of Lynn Hughes, E. C. Guy, D. T. Vance, Paul Dellinger, et al.

Date of filing MF-100 _____ DMA Docket Number, if available _____

INSTRUCTIONS
(Not copied)

THE APPLICANT

1. Is applicant an individual, partnership, or corporation? Partnership.
2. If a partnership, State names and addresses of partners. Ira M. Vance, Pinsola, N. C.
   W. S. Flynt, Cosburn, Va.
3. If a corporation, states names and addresses of officers, etc.
4. Describe the mining and general business experience of (a) the applicant, and (b) the person or persons who will manage the project. (a) Ira M. Vance, approximately 15 years;
   W. S. Flynt, approximately 7 years.
5. Are you the owner or the lessee of the property? Lessee.
6. If owner, state what claims, liens, or encumbrances, if any, are against the property.
7. If lessee, attach a copy of the lease and state if it is in good standing. Copy of lease attached and in good standing.
8. Furnish current financial statement, showing assets and liabilities, and a profit and loss statement. See separate attached financial statements.
9. How much money is applicant prepared to invest in proposed project? Is it sufficient to pay your part of the cost of the project as detailed in question 23 of this application form, in accordance with the regulations on Government participation (Section 9 of Mineral Order 5)? Yes.

THE PROPERTY

10. (a) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property.
(b) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted. Same as covered by lease.

That certain tract of land containing 50 acres located on the headwaters of Kenesaw Creek in Cane Creek Township, Mitchell County, North Carolina, on which is now located the mica mine known as the Birch Mine, said land containing 50 acres.

11. State the present and former names of the property, if any. Birch Mine.
12. State, in detail, the location of the property with reference to towns, railroads, roads, shipping points, including distances and directions and kinds and conditions of roads. 6 miles west of Spear, N. C., on gravelled secondary road connecting with U. S. #19-E and approximately 16 miles northeast of Clinchfield Railroad at Spruce Pine.
13. State source and quantity of water available for operations and its sufficiency at all seasons. Ample water for operation.
State amount of power to be used, rate per hour or other cost, and source. Gasoline motors.
14. Describe any existing useable facilities, equipment, buildings, or structure now on the property that will be devoted to the exploration work. No buildings.
15. State in detail how the ore could be shipped and how and where milled. Prepared and sold in Spruce Pine and can also be fabricated there.
16. History:
(a) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property with reasons for any past suspensions of operations. The very old mine that has been worked by various persons for more than 50 years and during period 1943 to 1948 produced more than $500,000.00 worth of saleable mica, work suspended in 1948 because of lowered selling price of mica, great depth of mine and lack of sufficient funds to drive new incline for better drainage and more economical operation.
(b) State briefly the known history and production of adjoining and neighboring properties. Meadow Mine approximately 3 miles northeast; Charlies Ridge Mine 3 miles southeast; Hawk Mine 2½ miles west, all large producers.

(e) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development, and metallurgical investigations. It is believed that there are still large deposits of strategic mica in this mine which can be profitably mined by a proper approach but cannot be profitably mined through existing opening.

17. Production:
(a) If mine is in production, furnish the following information: Not in production.

18. Ore or mineral reserves: (If property is or has been operating.)
(a) Describe the ore or mineral deposits briefly. Vein containing block mica (strategic) varying from 6 to 10 feet vertically and from 25 to 150 feet wide.
(b) Submit available maps and assay data. None. Present mine opening is approximately 1000 feet deep on approximately 45° incline extending under mountain.
(c) Give estimated tonnage and grade of each class of ore reserves.

19. State conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions. None.

THE EXPLORATION

20. For what mineral or minerals and for what types of deposits and ores will the exploration be conducted? Block mica (strategic).

21. Describe briefly, but concisely, the proposed work and the estimated time required to complete it. Driving a new incline, pumping water from old mine, cleaning out bottom of of old mine, removing muck and rock, driving headings to locate deposits of mica. Estimated time, 8 to 12 months.

22. Furnish statement of the geological basis of the project with particular emphasis on factors leading the operator to expect the finding of commercial ore bodies. This statement should be accompanied by supporting maps such as geological maps, maps of the proposed openings and assay maps, sample lists, and other pertinent data. Reference is made to maps and other data of Colonial Mica Company in reference to production of Birch Mine years 1943-44-45.

THE REQUIREMENTS AND COSTS

23. Tabulate in the form of an itemized statement with a sum of each item the estimated requirements and costs of the project so that the total will give the estimated cost of the project in which the Government will participate, as follows:
(a) Labor, by numbers and classes (miners, muckers, millmen, etc.), with wages of each.
3 muckers $6.00 per day each; 2 drillers, $8.00 per day each;
1 blacksmith $8.00; 1 hoist man, $8.00 per day; 1 dump man, $6.00 per day
Total $6,380.00.
(b) Supervisors, by numbers and positions, with salaries of each. 1 foreman at $10.00 per day, 5 days per week, $1300.00.
(c) Cost of necessary repairs to existing facilities, structures, and buildings. None.
(d) Cost of necessary installation or construction of additional facilities, structures, and buildings. Out-buildings for machinery $500.00.
(e) Cost of items of equipment, not now owned by the applicant which must be purchased for operations at a cost of $50.00 or more each. Steel bits, $700.00; hose, $150.00; pipe, $150.00, total $1000.00.
(f) Cost of rental for equipment which the operator proposes to rent. None.
(g) Rental value of items of equipment which the operator now owns and which will be devoted to the work. Steel rail, $100.00; 2 compressors, $1200.00; 3 pumps, $600.00; 1 hoist, $450.00; cables, blocks, rollers, blacksmith tools, etc., $300.00, total $2650.00.

(h) Cost of materials and supplies, including items of equipment costing less than $50 each. $100.00.
(i) Cost of power, water, utilities, and any other items not provided for above. $1375.
(j) Workmans compensation $450.00.
(k) Social Security, $115.00.

24. Furnish a time schedule of the project, stated in terms of months after project is approved, showing progress expected to be accomplished and the money expected to be spent. Six months actual working days. $13870.00.

CERTIFICATION

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

Birch Mining Company, a partnership,
(Name of Company)

By [signature]
(Signature of authorized official)

May 29, 1951
(Date)

Partner
(Title)

FINANCIAL STATEMENT

To THE NORTHWESTERN BANK

The undersigned, for the purpose of procurring 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 and 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 against 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		Bills Payable for Merchandise	
Bills receivable, all good	500 00	Notes Due Banks	1100 00
Accounts receivable, all good	1000 00	individual	2000 00
Merchandise (How Valued)	500 00		
Cash Value of Life Insurance	2200 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	2500 00	Other - Indebtedness and of what composed	
Other Assets and of what composed		Total Liabilities	
		Net Worth	
Total	6700 00	Total	3100 00

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

SCHEDULE OF LAND

Location and Description	Acres	Estimated Value	Valuation Assessed	Mortgage
		$	$	$
Pineole, N. C.	150	$ 25000.00	$	$
1 Building, Newlend, N. C.	1/2	$ 12000.00	$	$
		$	$	$

TITLE:—The title to all the above described Real Estate is in my name solely, except as follows .....

The home of Ira H. Vance and wife, Leola Vance

INSURANCE

FIRE—Buildings $ 8000.00 Personal Property $ 2000.00 Merchandise $ 4000.00

LIFE—$ ..... Who is the beneficiary .....

Sworn to and subscribed before me this 29th day of May 1951.

Nell Bradshaw
Notary Public.

My com. expires 10-29-51

Please sign here Ira H Vance

By .....

Date Signed May 29th 1951

FINANCIAL STATEMENT

To THE NORTHWESTERN BANK

The undersigned, for the purpose of procurring 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 29 day of May 19, 51, 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 and 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 against 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	12 50 00	Bills Payable for Merchandise	
Bills receivable, all good		Notes Due Banks	
Accounts receivable, all good			
Merchandise (How Valued)			
Cash Value of Life Insurance	3 0 0 0 00	Bills Payable, otherwise disposed of	
Stocks and Bonds	2 5 0 0 00	Open Accounts	
Machinery and Fixtures	3 0 0 0 00	Mortgages or Liens on Real Estate	
Real Estate Belonging to Firm		Other - Indebtedness and of what composed: NONE	
Other Assets and of what composed		Total Liabilities	
		Net Worth	
Total	9 7 5 0 00	Total	

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

SCHEDULE OF LAND

Location and Description	Acres	Estimated Value	Valuation Assessed	Mortgage
		$	$	$
		$	$	$
		$	$	$
		$	$	$

TITLE:—The title to all the above described Real Estate is in my name solely, except as follows .....

INSURANCE

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

LIFE—$ ..... Who is the beneficiary .....

Sworn to and subscribed before me this 29th day of May 1951

Nee Bradshaw Notary Public.

My Comm. expires 10-29-51

Please sign here .....

By W T Elder

Date Signed May 29th 1951

NORTH CAROLINA,

MITCHELL COUNTY.

THIS AGREEMENT OF LEASE, Made and entered into by and between LAND AND MINERAL COMPANY, Inc., a corporation, by its agent, F. B. Fortner, of Mitchell County, North Carolina, sometimes hereinafter referred to as Lessor, and Ira M. Vance of the County of Avery and State of North Carolina, and W. S. Flynt of the City of Coeburn, County of Wise and State of Virginia, sometimes hereinafter referred to as Lessees;

WITNESSETH:

That for and in consideration of the sum of ONE DOLLAR paid by the Lessees to Lessor, the receipt of which is hereby acknowledged, and in further consideration of the rents and royalties to be paid and the agreements and stipulations hereinafter mentioned to be kept and performed, Lessor hereby lets, remises and leases unto Lessees for mining purposes all of the minerals of every kind and description in, on or under that certain tract of land containing 50 acres located on the headwaters of Hensons Creek in Cane Creek Township, Mitchell County, North Carolina, on which is now located the mica mine known as the Birch Mine, said land containing 50 acres, more or less, adjoining the lands of Dellingers, Hughes, D. T. Vance and others, hereby granting unto Lessees the right to prospect, mine for and remove mica, feldspar, and other minerals from said tract of land hereby granting unto said Lessees the full rights of ingress, egress and regress to and from said Birch mine or other mines or prospects on said 50-acre tract, together with all of the usual and customary mining rights and privileges and the Lessees covenant and agree with the Lessor that they will prospect and mine said premises in a workmanlike manner and with modern and improved methods. That they will carry insurance so as to protect Lessor from damage by reason of injury to any of their employees or any one else and agree to pay as royalty to Lessor one-eighth or 12½% of the selling price for all mica of every kind and description mined, removed and marketed by them from said premises during the period of this lease or any renewal thereof and to pay to Lessor fifty cents per long ton of 2240 pounds for all feldspar of any grade whatsoever mined, removed and marketed by them from said premises and the usual and customary royalties for any other minerals which they may encounter in their mining or prospecting operations under this lease

or any extension thereof which they can save and market at a profit to them. The duration of this lease is for a period of two (2) years from this date with the provision that if at the termination of this lease, the Lessees shall have fully complied with this lease and shall have paid all royalties, then due, they may, at their option, have an extension of three additional years upon the same terms and conditions as herein contained it being mutually agreed between all parties hereto that in disposing of the mineral products from the herein described premises, the purchasers' weights shall be final and binding on all parties hereto and Lessees agree to conduct their mining operations in such manner as to constitute themselves as independant contractors, it being mutually understood that Lessor will in no way undertake to direct the work of such prospecting and mining as is contemplated and that Lessees shall be free to conduct said prospecting and mining operations as they may see fit and shall hire and fire employees free from interference of Lessor or its agents, it being mutually understood that Lessor may, through its agent and employees, be free to inspect all prospecting and mining operations on said premises at all times.

It is agreed by Lessees that they will begin prospecting or mining operations on said premises within 90 days from the execution of these presents and that they will continue to prospect and/or mine said premises continuously thereafter and that if they should fail to operate said prospecting or mining operation in good faith for 90 consecutive days unless hindered by acts of God, of war or any other cause beyond their control, then Lessor may through its agents or employees at its option, declare this lease to be null and void and may re-enter and take possession of the herein described premises without notice to Lessees provided: that if Lessor shall give written notice to Lessees that they are in default in any way on this lease, then Lessees shall have 30 days thereafter to correct and make good such default.

Lessees further agree that at the termination of this lease or any renewal thereof, they will leave any opening, shaft, cut or tunnel made by them reasonably clean, cave-ins and slides excepted.

It is agreed that the royalties hereinabove provided for shall be paid by Lessees to Lessor or its agent by the 15th of each succeeding month for all minerals mined, removed and marketed by them during the preceding month and Lessees further agree that upon request they will furnish to Lessor or its agent duplicate bills for all minerals mined, removed and marketed by them from said premises.

It is further agreed that Lessees shall have the right and privilege of erecting and removing mining equipment and machinery at will and shall have the further privilege of erecting sheds and mining shantys on said premises for mining purposes.

It is mutually agreed between all parties hereto that this paper writing is the whole contract between the parties named herein and that the same shall be equally binding upon all parties hereto and their successors, heirs and assigns.

IN WITNESS WHEREOF Lessor has caused these presents to be signed in its name by its duly authorized agent, and Lessees have hereunto set their hands and affixed their seals on this, 29th day of May, 1951.

LAND AND MINERAL COMPANY, INC.,

By F. B. Fortner (SEAL)
AGENT

W. S. Flynt (SEAL)

Ira M. Vance (SEAL)

NORTH CAROLINA,

MITCHELL COUNTY.

I, Nell Bradshaw, Notary Public in and for the County and State aforesaid, do hereby certify that F. B. Fortner, Agent for Land and Mineral Company, Inc., this day personally appeared before me and acknowledged the due execution by him, as such agent, of the foregoing instrument for the purposes therein expressed.

I further certify that Ira M. Vance and W. S. Flynt this day personally appeared before me and acknowledged the due execution by them of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Seal, this 29th day of May, 1951.

Nell Bradshaw
NOTARY PUBLIC

My comm. expires 10-29-51.