MF-200 (A)
(February 1952)

DOCKET NO. DMEA 2861

COMMODITY Mica

Docket Copy

IDM-E 542 J.B.

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

EXPLORATION PROJECT CONTRACT[1]

(Short Form)

IT IS AGREED this 4th 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] Dave Wise, Ray Wise, and Sam L. Phillips, Partners - all of Spruce Pine North Carolina

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

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

ARTICLE 2. *Operator's property rights.*—With respect to the mineral rights in that certain land situated in the State of North Carolina, County of Mitchell, described as ~~follows~~ set forth[3] in Annex II, and as indicated on the map attached hereto, made a part hereof, and entitled "Map of S. L. Phillips Lease, Ernest Briggs Property on White Oak Creek, DMEA-2861,"

the Operator represents and undertakes:[4]

~~(a) That the Operator is a lessee, in possession and entitled to possession, and the Owner's Consent to Lien is attached, except the following claims, liens, or encumbrances as to each of which the subordination agreement of the holder is attached:~~

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

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

ARTICLE 3. *Exploration project.*—The Operator, within 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 90 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 $6,570.00, which is 90 percent of $7,300.00, the agreed, estimated total cost of the project in which the Government will participate: *Provided,* That until the Operator's final report and final accounting have been rendered to the Government and any final check or auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract. The Government may, as it sees fit, make payments direct to the Operator's independent contractors, if any, for the account of the Operator, rather than to the Operator.

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

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

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

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

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

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

Executed in sextuplicate the day and year first above written.

DAVE WISE, RAY WISE, and SAM L. PHILLIPS

By Sam L. Phillips **Partner**

By Dave Wise **Partner**

By Ray Wise **Partner**

THE UNITED STATES OF AMERICA

By C. Mitteudorf
Administrator, Defense Minerals Exploration Administration

ack one
Pitson
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

ANNEX I

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:

DAVE WISE, RAY WISE, and SAM L. PHILLIPS
EXPLORATION PROJECT CONTRACT
DOCKET NO. DMEA-2861

ANNEX II

The land referred to in Article 2 is in Mitchell County, North Carolina, and is described as follows:

> BEGINNING on a maple Nimpson Bailey and McNeils corner on top of a ridge and runs with McNeils and Bailey's line along the top of the ridge West 161 feet to a White Oak; thence North 74 deg. 30 Min. West 91 feet to a Spanish Oak; thence North 35 deg. 30 Min. East about 415 feet to a large apple tree North of Nimpson Bailey's barn; thence South 78 deg. East 791 feet to a large hickory Nimpson Bailey's and Terry McKinney's corner, thence South 63 deg. West 599 feet to a dogwood at an oak stump, Scott McNeil's and Nimpson Bailey's corner; thence with the Bud McNeil heirs line North 73 deg. West 261 feet to the BEGINNING.

DAVE WISE, RAY WISE, and SAM L. PHILLIPS
EXPLORATION PROJECT CONTRACT
DOCKET NO. DMEA-2861

EXHIBIT "A"

Description of the Work

Exploration for concentrations of strategic mica is to be accomplished by the work described below and indicated on the attached map entitled "Sketch of White Oak Creek Mine, Mitchell Co., N. C. - DMEA-2861".

Sink not more than 76 feet of a two-compartment shaft on the pegmatite.

From the bottom of the shaft, allowing for a sump, drift not more than 100 feet.

The shaft shall have a timber partition between compartments and ladders in the manway.

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

The location, direction and extent of all work shall be subject to the prior approval of the Government.

Agreed Unit Costs

Sinking shaft (including partition and ladders) 76 ft. @ $42.00/ft.	$3,192.00	
Timbering shaft - 76 ft. @ $8.00/ft.	608.00	
Drifting - 100 ft. @ $35.00/ft.	3,500.00	
Agreed Unit Costs of Project		**$7,300.00**
Government Participation @ 90%		**$6,570.00**

This is to certify that the property described in ANNEX II of Contract No. I[illegible]-E542, Docket No. DM A-2861, dated June 4, 1953 between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and Dave Wise, Ray Wisem and Sam L. Phillips, is the same property that is owned by E. L. Briggs and Eliose Briggs, and that is recorded in the Mitchell County, North Carolina Court House at Bakerville, North Carolina in Book 99, Page 551, and also referred to on Line 2 of Owner's Consent to Lien attached to the above contract.

Dave Wise

Dave Wise

Ray Wise

Ray Wise

Sam L. Phillips

Sam L. Phillips

xx

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 6 1953

OWNER'S CONSENT TO LIEN

2/3/53
EWB
EBB

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of N.M. See Block 96, Page 5 County of McKinley, which is the subject of a proposed Exploration Project Contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government", and 1/ Dave Wise, Ray Wise and Sam L. Phillips

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said Contract which are set forth on the reverse side hereof, the Government will acquire certain rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

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

1. The Government's equity in and right to remove facilities, buildings, fixtures, and equipment, as provided in the Contract, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned.

2. The Government's percentage royalty on net smelter returns or other net proceeds realized from ore, concentrates, or metal produced within ten (10) years from the date of the Contract, and the Government's lien for the payment of said percentage royalty shall attach to the mineral deposit and the production therefrom in the amount of the Government's contribution, not in excess of 2/ $6,570.00, all upon the terms and conditions set forth in said Contract.

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

Dated this 27th day of Jan, 1953

E. L. Briggs

Eloise Briggs

1/ Insert the name of the Operator as it will appear in the Exploration Project Contract.

2/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

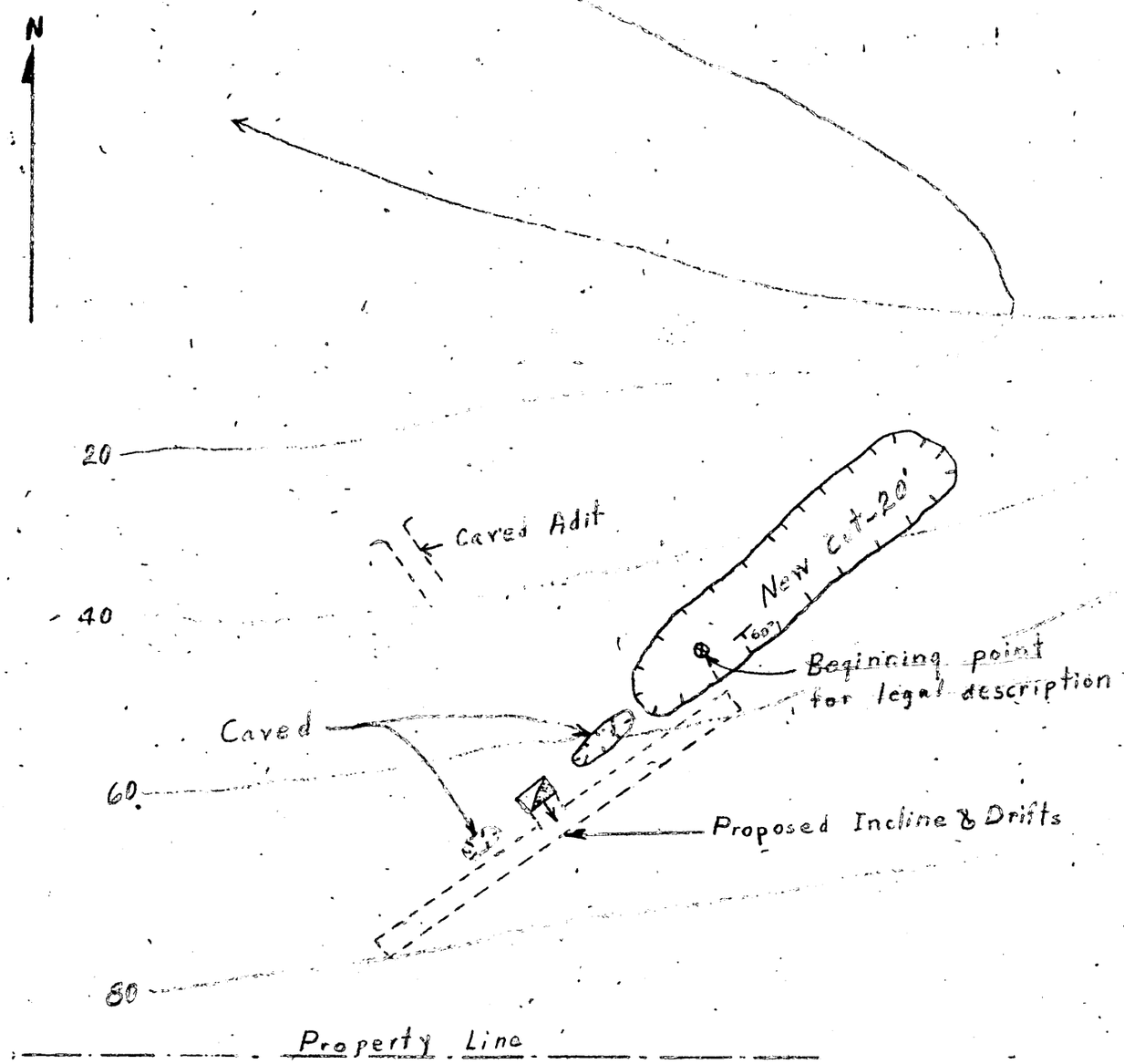
Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50 each, paid for or purchased with funds contributed jointly by the Operator and the Government, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the termination of the contract, if they have any salvage value, shall be disposed of for their joint account unless the Government, in writing, waives its interest in any such items. The Government may require the dismantling, severance from land, and removal of any such items in order to realize its interest in the salvage value thereof, and the cost of any such removal and of the disposal of the items shall be for the joint account of the parties in proportion to their respective interests.

Repayment by Operator. If, upon the completion of the exploration project or termination of the contract, the Government considers that a discovery or development has resulted from the work from which commercial production of ore may be made, the Government, within 6 months thereafter, shall so certify to the Operator, particularly describing and delimiting its estimate of the discovery or the development. Thereafter, if and as ore is produced as a result of such discovery or development, the Operator and his successor in interest shall be and become obligated to pay to the Government a percentage royalty on the net smelter returns or other net proceeds realized from such ore, concentrates, or metal produced within ten (10) years from the date of this contract, until the total amount contributed by the Government, without interest, is fully repaid or said 10 years have elapsed, whichever occurs first, as follows:

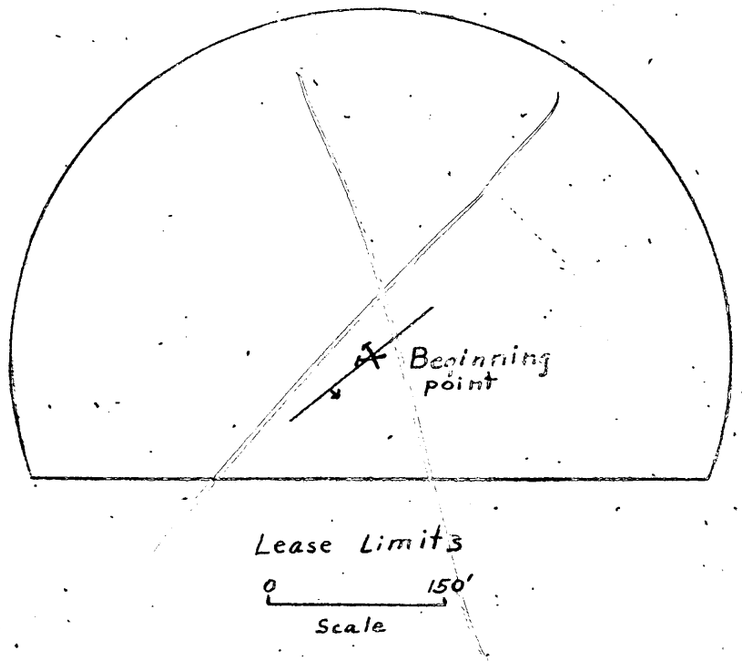
Of net smelter returns or other net proceeds not in excess of eight dollars ($8.00) per ton of ore: One and one-half ($1\frac{1}{2}$) percent.

Of net smelter returns or other net proceeds in excess of eight dollars ($8.00) per ton of ore: One and one-half ($1\frac{1}{2}$) percent, plus one-half ($\frac{1}{2}$) percent for each additional full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

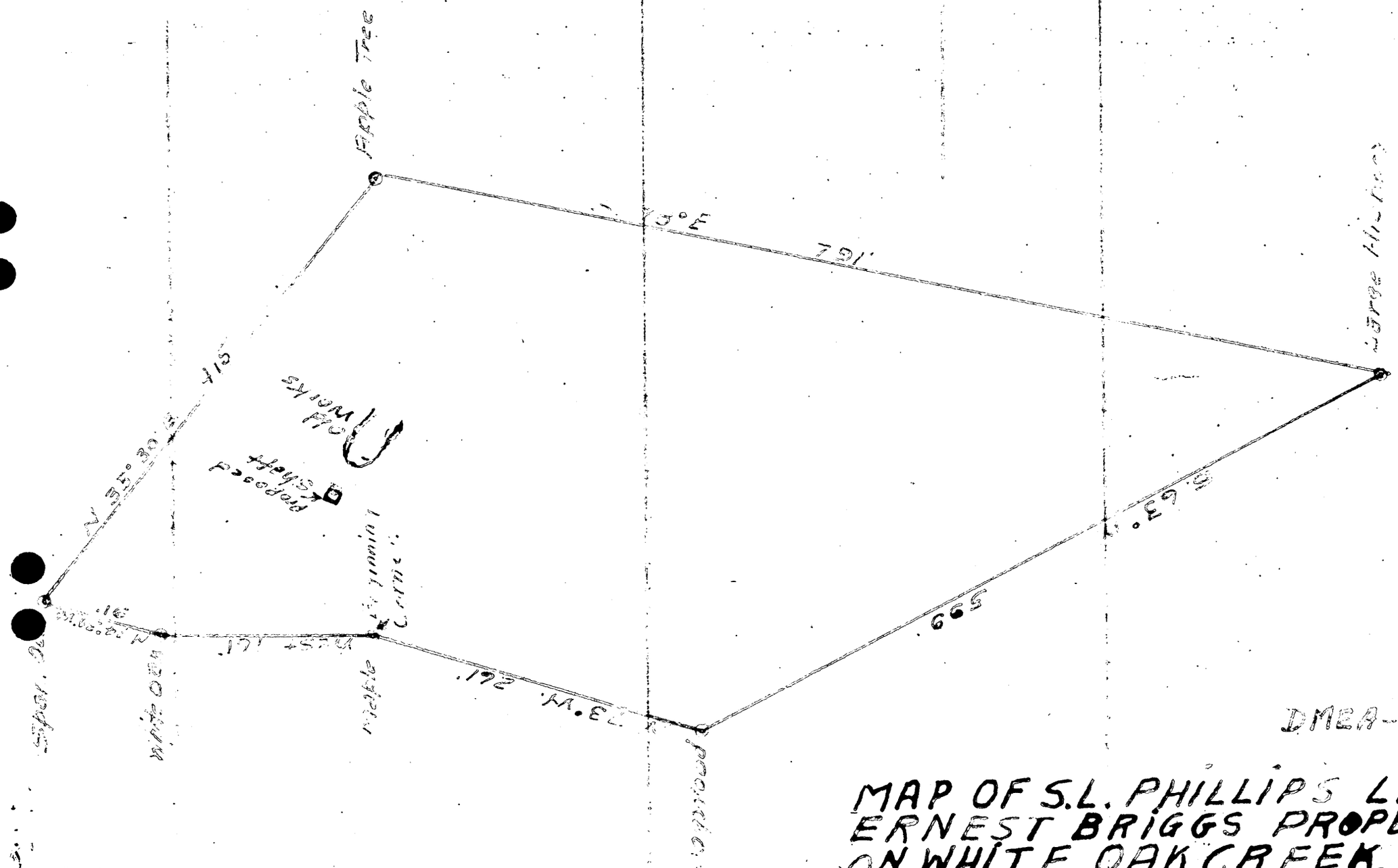
This obligation to repay from net returns or proceeds shall be and remain a claim and lien upon the mineral deposit which is the subject of the exploration project and upon any production resulting from such discovery or development, in favor of the Government, until fully paid, or until said 10-year period has elapsed; and this claim and lien and the Government's right to repayment shall survive any termination of the contract, whether by completion of the exploration project or otherwise. This article is not to be construed as imposing any obligations on the Operator or his successor in interest to produce ore from any such discovery or development.



Sketch of
White Oak Creek Mine
Mitchell Co., N.C.
0 40' 80'
Scale



DMEA-2861(mica)



DMEA-1861(mine)

MAP OF S.L. PHILLIPS LEASE
ERNEST BRIGGS PROPERTY
ON WHITE OAK CREEK. 1" = 100'

DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 2861

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One copy to USBM., USGS. & REGIONVII

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To:	Open Corr	Date	5-15-53
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DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C.

600

Anderson
Dietrich
Houk
Rutin
Hotlund
Chamberlin

FEB - 5 1954

Mr. S. L. Phillips

Spruce Pine, North Carolina

Re: Docket No. DMSA-2861 - Mica
White Oak Creek Mine
Mitchell County, North Carolina
Contract No. Idm-E542

Dear Mr. Phillips:

This is with reference to the subject Exploration Contract between your partnership and the Government.

The final audit of the contract expenditures and the final reports of the Operator and the Field Team have been received and accepted by this Administration. A contract for the total amount of $7,300.00 was approved and this sum was expended, 90 percent of which, or $6,570, represented the Government's share. There were no unused materials, supplies or equipment to be disposed of for the joint account of the Operator and the Government.

Because the results of the exploration were unfavorable, it is not our intention to make a certification of discovery or development which would create a lien against the subject property. We are, therefore, closing our books and records with respect to this project. Your attention is called, however to Article 5 (d) of the Contract which requires the Operator to "keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract".

Please note in Annex I of the Contract that regardless of any certification of discovery or development, the Operator, for a period of six months after rendering his final report, shall pay to the Government a royalty on all minerals mined or produced from the land which is the subject of the exploration contract.

Your interest in the Exploration Program of the Defense Minerals Exploration Administration and your willingness to participate therein are appreciated.

Sincerely yours,

C. O. Mittendorf

Administrator

WCAnderson:gad 1/21/54
Copy to: Admr. R. File
Docket File
Field Team, Reg. VII
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.L.H.
2-5-54

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 5 1954

February 4, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2861

Contract Number: Idm-E542

Applicant: Wise and Phillips

Name and Location of Property: White Oak Creek Mine
Mitchell County, North Carolina

Date of Field Team Final Report: January 12, 1954

Date Rec'd by Ceramic & Fertilizer Mats. Branch: February 4, 1954

Field Team Recommendation:

1. No certification of discovery or development.

Comments:

1. Estimated value of mica recovered amounted to about 1/3 of the mining cost.
2. Mica recovered was wavy, ruby colored, and hard.
3. Expenditures:

Total approved	$7,300
Total cost	7,300
Government's share	6,570
Value	905

Recommendation:

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

W. F. Dietrich

W. F. Dietrich

FILE COPY
Surname:
Anderson

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

Project Summary Report

By: Walter C. Anderson February 3, 1954

1. DMEA Docket No. 2861 - Mica
Contract No. Idm-E542
White Oak Creek Mine
Mitchell County, North Carolina

Operator: Dave Wise, Ray Wise and Sam L. Phillips, Partners
Spruce Pine, North Carolina

Operator's Property Rights:
Lease and Option - dated October 14, 1952.
Owner's Consent to Lien - dated June 22, 1953.

2. Contract - dated June 4, 1953
Work authorized:

76 feet of shaft @ $42/ft.	$3,192.00
Timbering shaft - 76 feet at $8/ft.	608.00
100 feet of drift @ $35/ft.	3,500.00
Total estimated cost	$7,300.00
Government participation @ 90%	$6,570.00

Amendments: None

Work completed: same as authorized.
Work began on June 8, 1953 and was completed on October 19, 1953.
Mica produced during the operation sold for $905.85.
Government received 5% royalty $45.29.

3. Audit - certificate issued on November 16, 1953.

4. Certification of Discovery - none issued.

5. Comments: In its final report the Field Team says "This project was conducted in a very satisfactory manner....The workers deserve commendation for completing this project in view of the obstacles with which they were confronted." Operators furnished acceptable engineering and geological reports. There were geological indications that the deposit had possibilities for producing strategic mica. Old workings and a later bulldozer cut had exposed a well zoned pegmatite, ranging in thickness from a few inches to 4 feet, and containing a quartz rib in the center. Mica had been found adjacent to the quartz rib. History of past mining activity is not known. The exploration work consisted of sinking a 76 foot shaft and driving 100 feet of crosscut and drift in the pegmatite.

R.C.B.
R.D. 5-5-4

In general the pegmatite is well zoned, containing a medial quartz rib flanked on both sides by mica-bearing kaolinized feldspar. It ranges in thickness from 1 to 3 feet and is conformable to the foliation of the weathered mica schist. The pegmatite is weathered to semi-weathered, and harder than the enclosing rock. The Field Team reported that not enough mica was found to support a commercial operation and recommended that no certification of discovery be issued.

The Nonmetallic Minerals Division concurs with the Field Team's recommendation and after careful study of all the data at hand, believes that the area explored holds no prospects for commercial production.

WCAnderson:ag 2/3/54

Copy to: Admr. R. File
Docket File
Mr. Houk

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

Project Summary Report

By: Walter C. Anderson February 3, 1954

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White Oak Creek Mine
Mitchell County, North Carolina

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5. Comments: In its final report the Field Team says "This project was conducted in a very satisfactory manner....The workers deserve commendation for completing this project in view of the obstacles with which they were confronted." Operators furnished acceptable engineering and geological reports. There were geological indications that the deposit had possibilities for producing strategic mica. Old workings and a later bulldozer cut had exposed a well zoned pegmatite, ranging in thickness from a few inches to 4 feet, and containing a quartz rib in the center. Mica had been found adjacent to the quartz rib. History of past mining activity is not known. The exploration work consisted of sinking a 76 foot shaft and driving 100 feet of crosscut and drift in the pegmatite.

In general the pegmatite is well zoned, containing a medial quartz rib flanked on both sides by mica-bearing kaolinized feldspar. It ranges in thickness from 1 to 3 feet and is conformable to the foliation of the weathered mica schist. The pegmatite is weathered to semi-weathered, and harder than the enclosing rock. The Field Team reported that not enough mica was found to support a commercial operation and recommended that no certification of discovery be issued.

The Nonmetallic Minerals Division concurs with the Field Team's recommendation and after careful study of all the data at hand, believes that the area explored holds no prospects for commercial production.

IN REPLY REFER TO:
G-MD-CNM

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

Defense Minerals Administration
RECEIVED
JAN 20 1954

January 19, 1954

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2861 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: Dave and Ray Wise and S. L. Phillips
Name of property: White Oak Creek Mine.
Location of property: 1.8 airline miles and 2.1 miles by road S. 50° E. of Bakersville, Mitchell County, North Carolina.
Date of field team report: January 6, 1954.
Authorship of field team report: K. H. Teague and L. E. Shirley
Field team's recommendation:

No certification of discovery ~~and commercial operation of this deposit~~ should be issued.

Comments:

Because no significant quantity of commercial mica was discovered, no further work is recommended.

ACTION RECOMMENDED:

Follow field team's recommendation.

D. M. Larrabee

D. M. Larrabee

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

January 12, 1954

Memorandum

To: Operating Committee, D M E A - Washington

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

Subject: DMEA-2861 (mica) Final Report of Field Team. White Oak Creek Mine, Mitchell County, N. C. Dave and Ray Wise, and S. L. Phillips, Operators. Contract Idm-E 542.

Enclosed herewith are 4 copies of the Field Team final report on the subject exploration contract. Operator's final report was sent to you on November 10, 1953. Operator's check for 5 per cent of sale value of mica recovered during exploration was received on November 10 and sent to the Finance Office on that date.

The Field team agrees with the examiners' recommendation that certification of discovery is not justified.

It will be noted that a short cross cut was required in order to reach the pegmatite from the bottom of the shaft, as the pegmatite was not precisely at its predicted position at the 71-foot level. This work was authorized by the Field Team, without amendment, because of the wording of paragraph 6 of exhibit "A" "The location, direction, and extent of all work shall be subject to the prior approval of the Government."

Robert A. Laurence

Robert A. Laurence

Reviewed by
DMEA OPERATING COMMITTEE
1-18-54
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT
By FIELD TEAM, REGION VII

ON

DMEA-2861, WHITE OAK CREEK MINE
(mica)
Mitchell County, N. C.

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

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

January 6, 1954

Reviewed by
DMEA OPERATING COMMITTEE
1-18-54
(date)

FINAL REPORT
ON
DMEA-2861, WHITE OAK CREEK MINE (mica)
Contract Idm-E 542

Operators: Dave and Ray Wise, and S. L. Phillips, Spruce Pine, N. C.

The White Oak Creek Mine is 1.8 airline miles and 2.1 miles by road S. 50° E., of Bakersville, Mitchell County, North Carolina.

Production resulting from this project amounted to 87.41 pounds of strategic mica with an average price of $10.37 per pound. The mica recovered is clear, hard and ruby colored, but almost all is wavy. Additional work at the deposit is not warranted as the pegmatite explored contains non-commercial mica. The Field examiners recommend that no certification of discovery be issued.

The project began on June 8, 1953 and was completed on October 19, 1953. A shaft was sunk to a depth of 76 feet and cribbed solidly with 2 x 6 inch timber. Crosscutting to the southeast began from the 71-foot level. This crosscut intersected an 8-foot pegmatite which contained no mica. At a point 22 feet from the shaft, a mica bearing pegmatite was cut. This pegmatite was followed to the northeast for 24 feet, with the pegmatite at this point trending N. 5° E, and dipping about 50° SE. In this heading, the pegmatite was lean in mica and the ground very heavy, thus no further advance in this direction was attempted.

Drifting was resumed on the pegmatite to the southwest from a point in the crosscut 15 feet from the shaft. This drift followed the pegmatite for 54 feet. The heading of this drift is in a S. 55° W. direction.

At this place the pegmatite is conformably enclosed in weathered mica schist. In the crosscut an 8-foot pegmatite composed of kaolinized feldspar and small quartz occurs in the footwall 4 feet below the mica-bearing pegmatite. Except for the crosscut, no work was done on this pegmatite.

The mica-bearing pegmatite ranges in thickness from 1 to 3 feet and varies in strike from N 5° to 55° E. and dips 50° - 60° SE. Everywhere observed it is conformable to the foliation of the weathered mica schist. The pegmatite is weathered to semi-weathered; however, it is harder than the enclosing rock. In general the pegmatite is well zoned, consisting of a medial quartz rib flanked on both sides by mica-bearing kaolinized feldspar. Mica occurs adjacent to the quartz and throughout the zone on both sides of the core. In the southwest drift, mica occurred throughout its entire length.

The mica is hard, clear, ruby colored, and splits well. Most of the books recovered are wavy and bent. Sizes of books range up to about 8 inches in diameter. Two sales of mica from the project to the Spruce Pine Mica Depot show that 30 percent was "good stained or better," 55 percent " stained," and 15 per cent "heavy stained". Sizes were No. 4 and smaller.

As previously states, the field examiners do not believe that this deposit will support a commercial operation. In that part of the project devoted entirely to drifting on the pegmatite, the value of the mica recovered amounted to about one-third of the mining cost. This does not include the cost of preparation. Total amount of "mine-run book mica" produced during the project is not known, but it is estimated at about two tons. We do not recommend certification.

Expenditures:

(a)	Total approved	$7,300.00
(b)	Total cost of project	7,300.00
(d)	Government's share of cost	6,570.00
(d)	Government's share unexpended --none	
(e)	Value of production during project	905.85

A check for the 5 percent royalty on the above amount has been received from the Operator --$45.29.

This project was conducted in a very satisfactory manner. The shaft, crosscut, and drifts required solid timbering throughout and heavy ground was a menace at all times. The workers deserve commendation for completing this project in view of the obstacles with which they were confronted.

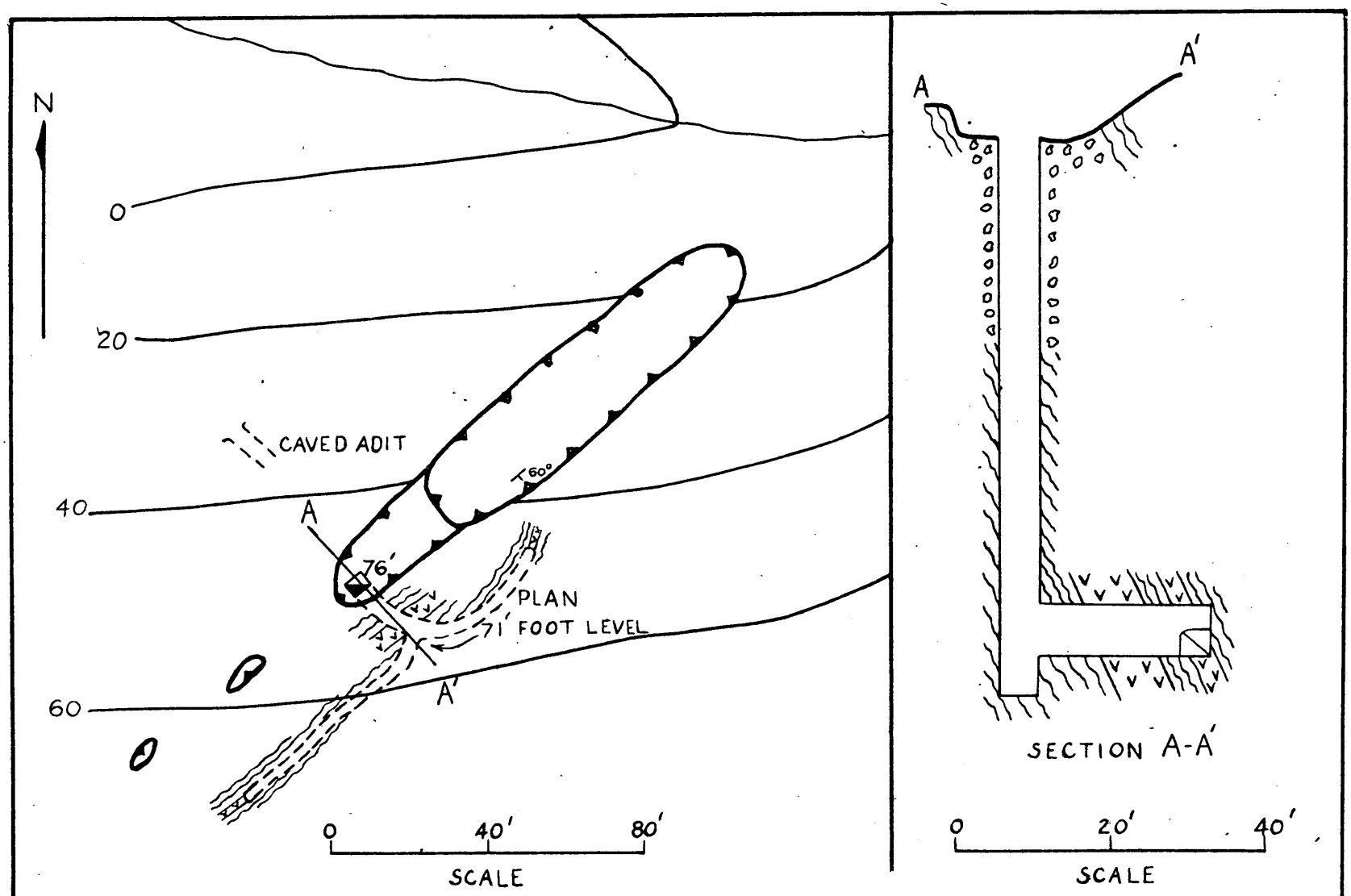
No equipment was purchased under the contract, thus there is no salvage value.

January 6, 1954

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

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

zm



SKETCH OF
WHITE OAK CREEK MINE
MITCHELL CO., N.C.

DMEA-2861 (mica)

ROOM 13 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

EXECUTIVE OFFICER
DMEA REGION VII

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 12 1953

November 10, 1953

Mr. Sam L. Phillips
Spruce Pine, North Carolina

Subject: DMEA-7801 (mica)
Contract Item-8542
White Oak Creek mine
Mitchell County, N. C.

Dear Mr. Phillips:

This will acknowledge with thanks your check in the amount of $45.29 as the Government's 5 percent of the sale of $905.85 worth of sheet mica from the subject mine.

Please refer to the last sentence of Block I to your contract and note that the Government is entitled to its percentage from the sale or other disposition of <u>any production; in whatever form disposed of</u>. This includes scrap, punch, washer or any other production. In the case of a mica mine feldspar may even be sold, and it would be subject to payment.

We would appreciate your checking on this and let us have your check for the Government's percentage on any scrap, punch, etc. that you have sold. This applies also in the case of the Iotla-Bowers mine.

Very truly yours,

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

RAL/mg
cc - Mr. Mittendorf
Acting Finance Officer
Beck
Lynch
Operating Committee
Files

Final Report

DEPARTMENT OF THE
Defense Mine
RE
NOV 12 1953

Spruce Pine, N. C.
November 6, 1953

Mr. Robert A. Laurence, Executive Officer
DMEA Field Team, Region 7
Room 13, Post Office Bldg.
Knoxville 2, Tenn.

Re: DMEA-2861, Idm-E 542 (mica)
White Oak Creek Mine, Mitchell Co., N. C.

Dear Mr. Laurence:

The total amount of mica sold from the White Oak Creek Mine was $905.85. Enclosed is a check to cover the government's per cent . It is our opinion that to work the White Oak Creek Mine would be unprofitable, because the quality of the mica is not good . It is a wavey mica.

We want to express our appreciation for the cooperation the government has given us, wish it could have been good mica. Since it wasn't we thought we had better stop.

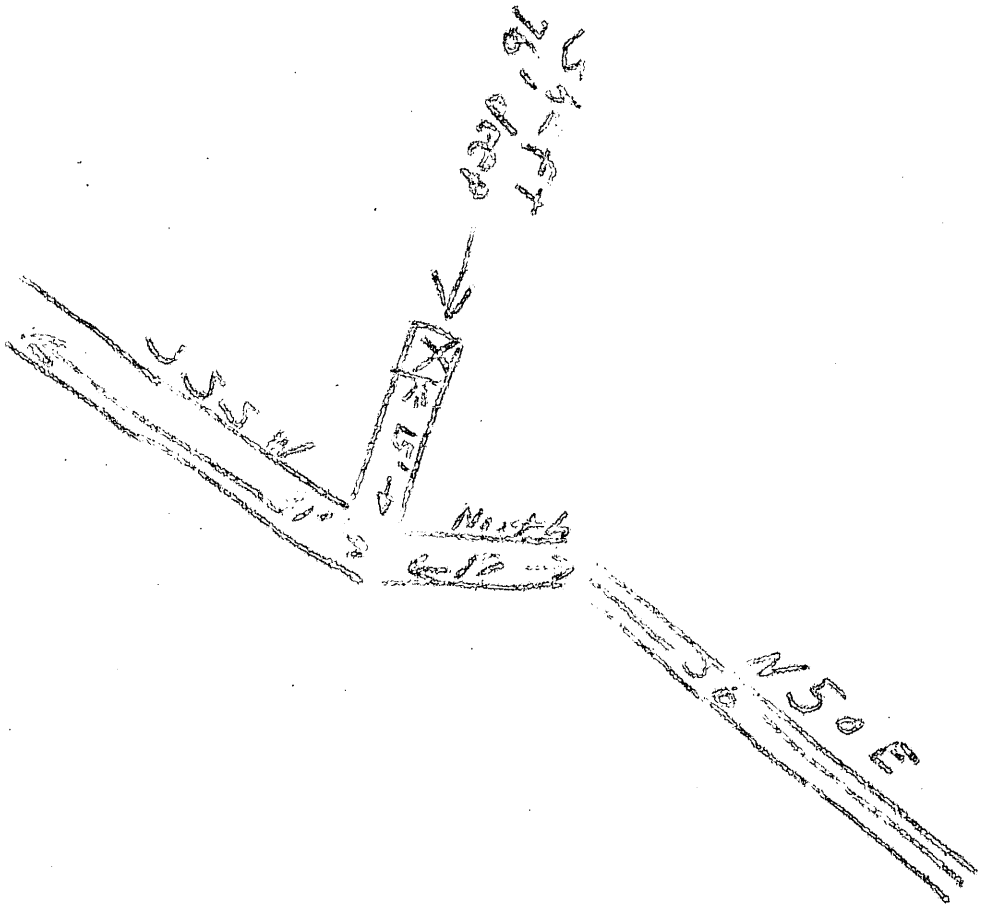
Sincerely yours,

Sam L. Phillips

Sam L. Phillips

SLP/lc

DME A 2861 (Mica)
White Oak Creek Mine



Final Report

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 12 1953

Spruce Pine, N. C.
November 6, 1953

Mr. Robert A. Laurence, Executive Officer
DMEA Field Team, Region 7
Room 13, Post Office Bldg.
Knoxville 2, Tenn.

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White Oak Creek Mine, Mitchell Co., N. C.

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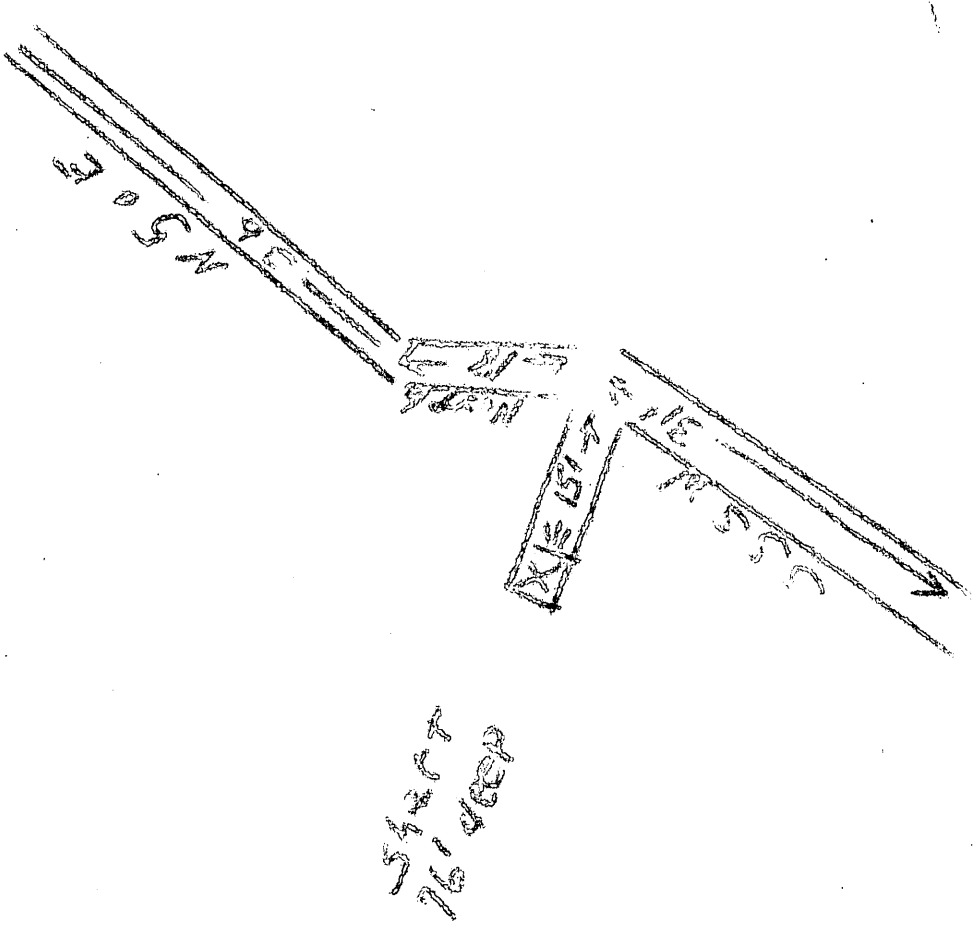
Sincerely yours,

Sam L. Phillips

Sam L. Phillips

SLP/lc

DMEA-2861 (Mica)
White Oak Creek Mine



Final Report

DEPARTMENT OF ...
Defense Minerals ...
RECEIVED
NOV 12 1953

Spruce Pine, N. C.
November 6, 1953

Mr. Robert A. Laurence, Executive Officer
DMEA Field Team, Region 7
Room 13, Post Office Bldg.
Knoxville 2, Tenn.

Re: DMEA-2861, Idm-E 542 (mica)
White Oak Creek Mine, Mitchell Co., N. C.

Dear Mr. Laurence:

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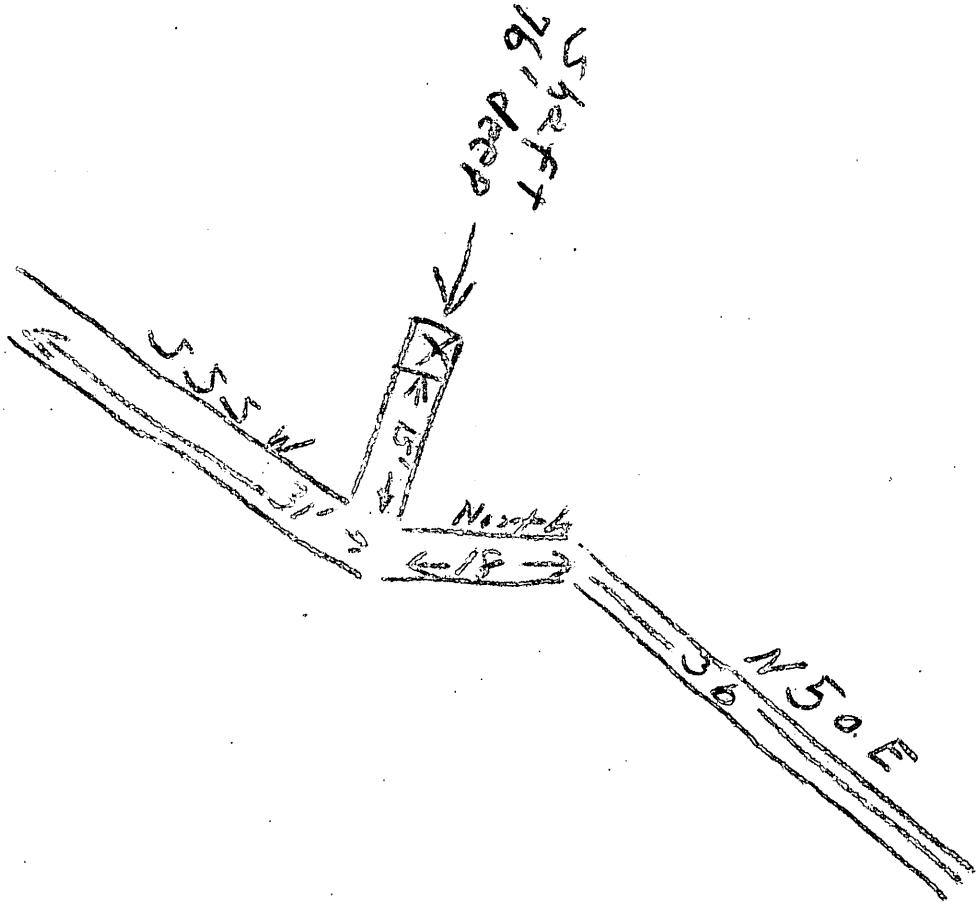
Sincerely yours,

Sam L. Phillips

Sam L. Phillips

SLP/lc

DMEA-2861 (MICA)
White Oak Creek Mine



INTERIM REPORT

DMEA-2861 Idm-E542 (mica) WHITE OAK CREEK MINE

OPERATOR: Dave and Ray Wise, and S. L. Phillips, Spruce Pine, N. C.

LOCATION: 1.8 airline miles and 2.1 miles by road S 50° E of Bakersville, Mitchell County, North Carolina.

This contract has been completed. A shaft was sunk for a total depth of 76 ft. and was cribbed solid to the bottom. Crosscut and drifting from this level totaled 100 feet, most of which was driven in pegmatite material enclosed by weathered mica schist. Crosscutting began from the shaft bottom to the southwest, making a gradual turn after intercepting the pegmatite which placed the last heading at N 5° E. This crosscut and drift combined was 46 feet. Heavy ground was encounted at this point and a new drift was begun at 15 feet from the turnoff and was driven to the south. A gradual turn placed the last heading at S 55° W, and drift distance totaled 54 feet. Sparse mica was recovered from all drifting and although the color and hardness was excellent, most of the block recovered was wavey or bent. The operator estimated that mica sold to date brought a very low average and that total sales, including those made and one lot to be sold in the near future, would not exceed $600.00.

This project was conducted in a very satisfactory manner. Both the shaft and drifts required solid timbering throughout and heavy ground was a menace at all times. The workers deserve commendation for completing this project in view of the obstacles with which they were confronted.

L. E. Shirley

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

K. H. Teague

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

October 19, 1953

INTERIM REPORT

DMEA-2861 Idm-E542 (mica) WHITE OAK CREEK MINE

OPERATOR: Dave and Ray Wise, and S. L. Phillips, Spruce Pine, N. C.

LOCATION: 1.8 airline miles and 2.1 miles by road S 50° E of Bakersville, Mitchell County, North Carolina.

Drifting to the south continues on this contract and is now at 36 feet. Both drifting operations total 82 feet, and most of the work has been along the pegmatite body. The enclosing mica schist remains highly weathered and difficult to timber. The character of the pegmatite has not changed appreciably and kaolinzed feldspar is the predominant mineral. Mica recovery is sparse and most of the blocks are wavey or bent. 18 feet of drifting remains to be driven under contract.

L. E. Shirley

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

K. H. Teague

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

October 5, 1953

INTERIM REPORT

DMEA-2861 Idm-E542 (mica) WHITE OAK CREEK MINE

OPERATOR: Dave and Ray Wise, and S. L. Phillips, Spruce Pine, N. C.

LOCATION: 1.8 airline miles and 2.1 miles by road S 50° E of Bakersville, Mitchell County, North Carolina.

Drifting continues on this contract and combined crosscutting and drifting in two directions totals 62 feet. The "northeast" drift, which included some crosscutting from the turnoff, has been driven for 46 feet. Heavy ground at this point became so hard to control that this drift was abandoned and a new drift to the southwest begun. This "southwest" drift has been driven for 16 feet on a narrow body dipping 57° SE. Some large blocks of mica have been recovered from both drifts, but it is all slightly wavy. Color and hardness are the outstanding features of mica recovered to date. No estimate has been given on total mica recovery.

Mr. Robert A. Laurence, Executive Officer of DMEA, Region VII, accompanied the field examiners on this visit to the mine.

L. E. Shirley

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

K. H. Teague

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

September 24, 1953

INTERIM REPORT

DMEA-2861 Idm-E542 (mica) WHITE OAK CREEK MINE

OPERATOR: Dave and Ray Wise, and S. L. Phillips, Spruce Pine, N. C.

LOCATION: 1.8 airline miles and 2.1 miles by road S 50° E of Bakersville, Mitchell County, N. C.

Drifting continues on this contract and total crosscut and drift footage is 46 feet. The shaft was sunk for a total depth of 76 feet; turnoff for the crosscut and drift was at the 71 ft. level, which allowed a 5 ft. sump. Turnoff was to the southeast and a gradual turn to the left places the present heading at N 55° E. Material removed consists of pegmatite, composed of kaolinized feldspar, quartz, biotite and muscovite mica, and a completely weathered mica schist. Mica observed was both green and ruby, the latter quite wavy.

The control of heavy ground has been quite a problem since drifting began. The work has been slow, but comparable to other projects experiencing similar conditions, progress has been very good.

L. E. Shirley

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

K. H. Teague

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

September 10, 1953

INTERIM REPORT

IMEA-2861 Idm-E542 (mica) WHITE OAK CREEK MINE

OPERATOR: Dave and Ray Wise, and S. L. Phillips, Spruce Pine, N. C.

LOCATION: 1.8 airline miles and 2.1 miles by road S 50° E of Bakersville, Mitchell County, North Carolina.

Shaft sinking has been completed and drifting has begun on this contract. The shaft was sunk for a total distance of 76 feet and required cribbing to depth. A separate manway was installed and ladders and landings staggered at about 12 feet intervals. Turnoff point for the drift was at the shaft bottom and is being driven to the northwest. At a point 10 feet in the drift an 8 ft. pegmatite body composed of kaolinized feldspar and no mica was encountered. Continued driving passed through this body and a narrow pegmatite containing good ruby mica was picked up at about 22 ft. Continued drifting to 30 ft. from the turnoff has produced mica of good quality. This pegmatite is composed of a central quartz rib flanked by kaolinized feldspar containing blocks of ruby mica and is about 3 feet in width.

The country rock, a mica schist, is highly weathered and heavy ground has impeded recent progress. The drift has been adequately timbered to about 26 ft. with sawed oak. Top and side lagging has been necessary for entire distance. The mine is making water, but it is being handled satisfactorily with an electric pump. A mechanical ventilation system has been recently installed. Progress on this contract has been good.

L. E. Shirley (MR)

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

August 27, 1953

913

INTERIM REPORT

DMEA-2861 Idm-E542 (mica) White Oak Creek Mine

OPERATOR: Dave and Ray Wise, and S. L. Phillips, Spruce Pine, N. C.

LOCATION: 1.8 airline miles and 2.1 miles by road S 50° E of Bakersville, Mitchell County, North Carolina.

Shaft sinking continues on this contract and is now at 70.5'. The mine is making considerable water, which is being bailed by the muck bucket. Attempts to use pumps provided have not been satisfactory and the foreman reports that baling is faster. The shaft has been cribbed solid to about 50 feet with separated manway, and ladders extended to the bottom.

Material observed was principally schist with stringers containing quartz, feldspar and pyrite. 6 feet of shafting remains on this contract at which point drifting will begin. Progress on this project has been good.

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

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

July 30, 1953

RECEIVED

INTERIM REPORT

DMEA-2861 Idm-E542 (mica) WHITE OAK CREEK MINE

OPERATOR: Dave and Ray Wise, and S. L. Phillips, Spruce Pine, N. C.

LOCATION: 1.8 airline miles and 2.1 miles by road S 50° E of Bakersville, Mitchell County, North Carolina.

Shaft sinking continues on this contract and is now at 59.5'. The shaft has been cribbed solid to this depth and a 2 ft. separated manway with staggered ladders and landing at required intervals has been installed. The mine is making water, but this is being handled satisfactorily. The operator stated that an electric pump is on order and will be put in use on arrival. The shaft bottom was not examined on this visit. Progress on this project is satisfactory.

L. E. Shirley

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

K. H. Teague

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

July 16, 1953

INTERIM REPORT

DMEA-2861 Idm-E542 (mica) WHITE OAK CREEK MINE

OPERATOR: Dave and Ray Wise, and S. L. Phillips, Spruce Pine, N. C.

LOCATION: 1.8 airline miles and 2.1 miles by road S 50° E of Bakersville, Mitchell County, North Carolina.

Shaft sinking continues on this contract and is now down to 40 feet, having been cribbed solid to this depth with 2" x 6" sawed timbers. Old works were encountered between 35 and 40 feet and the mine began to make water. Removal of this water has been by bailing with the muck bucket. A power line has been run to the mine recently and it was suggested that some provisions be made immediately for procurement of a pump to keep the mine dry. Material encountered has been a highly weathered schist and muck from old works. Several pieces of flat, hard ruby mica were recovered from this muck.

A new boom pole replacement has been made for safety reasons. Progress on this job is satisfactory.

L. E. Shirley

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

K. H. Teague

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

June 29, 1953

INTERIM REPORT

DMEA-2861 Idm-E542 (mica) WHITE OAK CREEK MINE

OPERATOR: Dave and Ray Wise, and S. L. Phillips, Spruce Pine, N. C.

LOCATION: 1.8 airline miles and 2.1 miles by road S 50° E of Bakersville, Mitchell County, North Carolina.

This project began on June 8, 1953. Shaft sinking is in progress and is now down to 21.5 feet. Material encountered has been a highly weathered mica schist and has not necessitated drilling and shooting. The cross sectional shaft opening is 5' x 7' and has been cribbed solid to about 20 feet, with separated manway and staggered ladders with 12 foot landings.

Suggestions were made concerning the hoisting frame setup. Progress made in getting this job started and subsequent sinking has been good.

L. E. Shirley

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

K. H. Teague

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

June 18, 1953

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

June 15, 1953

Memorandum

To: Chairman, Operating Committee, D M E A - Washington

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

Subject: Signed Contracts.

Transmitted herewith are three signed copies each of the following contracts:

Idm-E542, DMEA-2861, Dave Wise, Ray Wise & Sam L. Phillips (mica)

Idm-E534, DMEA-2870, Blue Ridge Mica Co. Inc. (mica)

The customary distribution of the contracts has been made.

Robert A. Laurence

Robert A. Laurence

cae
6-17

FILE COPY
SURNAME:

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

600

JUN 4 1953

Feitler
Houk
Phillips
Payne
Chandler
Selfridge
Hedges and

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

Subject: Docket No. DMEA-2861
S. L. Phillips, Dave Wise and
Ray Wise
White Oak Creek Mine
Mitchell County, North Carolina

Dear Mr. Laurence:

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

Before the contract is executed, verify that the Owner's Consent to Lien refers to the property described in the contract. The Owner's Consent to Lien refers to a book-and-page number, whereas the description of the property in the contract is by metes and bounds.

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 Operators for approval and signature. Please explain to the Operators that the contract, when executed, is a firm commitment under the terms of which they are 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 Operators and cannot be amended within your delegated authority, then the original and all copies of the contract are to be returned to this office, together with the proposed changes for consideration.

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

Copies of memoranda from the Geological Survey and the Bureau of Mines on the field team's work proposal are enclosed.

P.N. 6-4-53

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (2NB)

Approved:

J. H. Hedges

Member, Bureau of Mines (2NB)

A. R. Kinkel, Jr.

Member, Geological Survey (2NB)

Enclosures 10

SAFeitler:gad 6/1/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

FILE COPY
SURNAME:

140

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

A E Kane
Orbin

May 29, 1953

M. S. in R. & R.

Memorandum

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

From: Chief Counsel

Subject: Wise, Wise and Phillips, Docket No. DMEA-2861 (Mica)

There is attached, in satisfactory legal form for execution, a contract covering the above-described project, subject to verification that the Owner's Consent to Lien refers to the property described in the contract. The Owner's Consent to Lien refers to a book-and-page number, whereas the description of the property in the contract is by metes and bounds.

/S/ Albert E. Kane
J. L. Hofflund
Chief Counsel

Attachments

AEKane:ep

Copy to: Mails & Files
Mr. Hofflund
Mr. Kane
Chron.

UNITED STATES 140
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

May 29, 1953

Memorandum

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

From: Chief Counsel

Subject: Wise, Wise and Phillips, Docket No. DMEA-2861 (Mica)

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Albert E. Kane
for J. L. Hofflund
Chief Counsel

Attachments

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

140

May 29, 1953

Memorandum

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

From: Chief Counsel

Subject: Wise, Wise and Phillips, Docket No. DMEA-2861 (Mica)

There is attached, in satisfactory legal form for execution, a contract covering the above-described project, subject to verification that the Owner's Consent to Lien refers to the property described in the contract. The Owner's Consent to Lien refers to a book-and-page number, whereas the description of the property in the contract is by metes and bounds.

(Sgd) Albert E. Kane
J. L. Hofflund
Chief Counsel

Attachments

copy

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D. C.~~

Room 13, Post Office Building
Knoxville 2, Tennessee

May 28, 1953

Memorandum

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

From: Executive Officer, DMEA, Field Team, Region VII

Subject: DMEA-2861 (mica), White Oak Creek Mine
Mitchell County, North Carolina
Sam L. Phillips

Transmitted herewith are ~~six~~ 7 copies of a map on the subject property showing bearings and distances and a copy of a letter which we received today.

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

Enclosures

WAB/mg

cc:
Beck
Lynch
files

COPY
mg 5/28/53

Spruce Pine, North Carolina
May 26, 1953

Mr. Wm. A. Beck, Acting
Executive Officer, DM&A
Region 7
Room 13, Post Office Bldg.
Knoxville 2, Tenn.

Dear Mr. Beck:

I was talking to Mr. Feitler this morning and he suggested that it would not be necessary for me to make an additional amendment to the White Oak Creek Lease, provided I would submit the enclosed map or sketch of the mine with the corrected legal description. He also suggested that I could make a certification to your office that the lessee by this letter do hereby accept the terms and conditions of the original lease.

The reason why the bearings from the Spanish Oak N. 35 degrees 30 minutes E. was incorrect on the first legal description was because we could have had to survey through a barn and over a gully. Our estimate was considerably off actually 415 feet is the correct distance. The apple tree is however, an established point. Mr. Feitler feels that no additional changes in the lease will be necessary.

It is my understanding that Ernest Briggs is out of town for at least a week, and I hope that this information will be all that will be necessary. If however, you desire any additional information please let me know.

Sincerely yours,

/s/ Sam L. Phillips

Sam L. Phillips

SLP/lc

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D.C.~~
Room 13, Post Office Building
Knoxville 2, Tennessee

May 28, 1953

Memorandum

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

From: Executive Officer, DMEA, Field Team, Region VII

Subject: DMEA-2861 (mica), White Oak Creek Mine
Mitchell County, North Carolina
Sam L. Phillips

Transmitted herewith are ~~six~~ 7 copies of a map on the subject property showing bearings and distances and a copy of a letter which we received today.

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

Enclosures

WAB/mg

cc:
Beck
Lynch
Files

COPY
mg 5/28/53

Spruce Pine, North Carolina
May 26, 1953

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Executive Officer, DMEA
Region 7
Room 13, Post Office Bldg.
Knoxville 2, Tenn.

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Sincerely yours,

/s/ Sam L. Phillips

SLP/lc

Sam L. Phillips

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D. C.~~
Room 13, Post Office Building
Knoxville 2, Tennessee

May 28, 1953

Memorandum

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

From: Executive Officer, DMEA, Field Team, Region VII

Subject: DMEA-2861 (rice), Suits Jim Creek Mine
Mitchell County, North Carolina
Sam L. Phillips

Transmitted herewith are ~~six~~ 7 copies of a map on the subject property showing bearings and distances and a copy of a letter which we received today.

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

Enclosures

RAB/mg

cc:
Beck
Lynch
Files

COPY
mg 5/28/53

Spruce Pine, North Carolina
May 26, 1953

Mr. Wm. A. Beck, Acting
Executive Officer, DMEA
Region 7
Room 13, Post Office Bldg.
Knoxville 2, Tenn.

Dear Mr. Beck:

I was talking to Mr. Feitler this morning and he suggested that it would not be necessary for me to make an additional amendment to the White Oak Creek Lease, provided I would submit the enclosed map or sketch of the mine with the corrected legal description. He also suggested that I could make a certification to your office that the lessee by this letter do hereby accept the terms and conditions of the original lease.

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Sincerely yours,

/s/ Sam L. Phillips

SLP/lc

Sam L. Phillips

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D. C.~~
Room 13, Post Office Building
Knoxville 2, Tennessee

May 28, 1953

Memorandum

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

From: Executive Officer, DMEA, Field Team, Region VII

Subject: DMEA-2861 (xlcw), White Oak Creek Mine
Mitchell County, North Carolina
Jess L. Phillips

Transmitted herewith are ~~six~~ 7 copies of a map on the subject property showing location and distance and a copy of a letter which we received today.

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

Enclosures

RAL/ag

cc:
Boez
Lynch
Allen

COPY
mg 5/28/53

Spruce Pine, North Carolina
May 26, 1953

Mr. Wm. A. Beck, Acting
Executive Officer, DMEA
Region 7
Room 13, Post Office Bldg.
Knoxville 2, Tenn.

Dear Mr. Beck:

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Sincerely yours,

/s/ Sam L. Phillips

SLP/lc

Sam L. Phillips

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

Room 13, Post Office Building
Knoxville 2, Tennessee

May 18, 1953

Memorandum

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

From: Executive Officer, DMEA, Field Team, Region VII

Subject: DMEA-1861 (alum), White Oak Creek Mine
Mitchell County, North Carolina
Jean L. Phillips

Transmitted herewith are ~~six~~ 2 copies of a map on the subject property showing bearings and distances and a copy of a letter which we received today.

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

Enclosures

RAL/mg

cc:
Beck
Lynch
Miles

COPY
mg 5/28/53

Spruce Pine, North Carolina
May 26, 1953

Mr. Wm. A. Beck, Acting
Executive Officer, DMEA
Region 7
Room 13, Post Office Bldg.
Knoxville 2, Tenn.

Dear Mr. Beck:

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Sincerely yours,

/s/ Sam L. Phillips

SLP/lc

Sam L. Phillips

Mr. Fettler

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D. C.~~
Room 13, Post Office Building
Knoxville 2, Tennessee

May 28, 1953

Memorandum

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

From: Executive Officer, DMEA, Field Team, Region VII

Subject: DMEA-2861 (mica), White Oak Creek Mine
Mitchell County, North Carolina
Sam L. Phillips

Transmitted herewith are ~~six~~ 7 copies of a map on the subject property showing bearings and distances and a copy of a letter which we received today.

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

Enclosures

COPY
mg 5/28/53

Spruce Pine, North Carolina
May 26, 1953

Mr. Wm. A. Beck, Acting
Executive Officer, DMEA
Region 7
Room 13, Post Office Bldg.
Knoxville 2, Tenn.

Dear Mr. Beck:

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Sincerely yours,

/s/ Sam L. Phillips

Sam L. Phillips

SLP/lc

Wise - Wise & Phillips 2861 - Mica

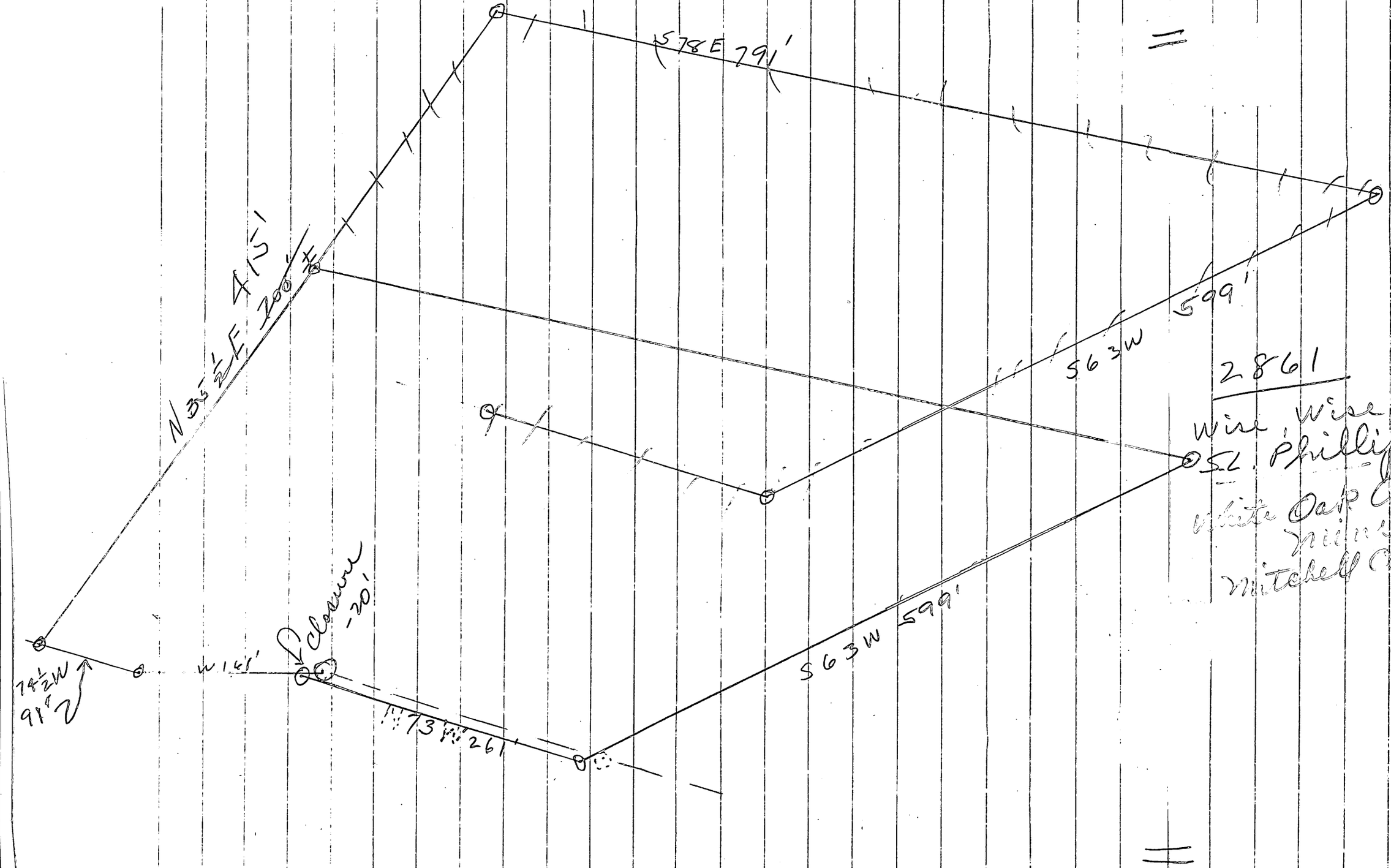
5/26/53

Sam Phillips telephoned from Spruce Pine.

The land description mentions a course N 35½ E about 700 ft. This distance has been surveyed and is found to be 415 feet. Using 415 feet for this course, an enclosed area is described.

The surveyor's plat will be forwarded.

SH


S78E 791'
N35½E 415'
200'±
S63W 599'
2861
Wise, Wise, &
S.L. Phillips
White Oak Creek
Mine
Mitchell Co. N.C.
S63W 599'
Clearing
-20'
W 165'
74½W
91'±
S73W 261'

FILE COPY
SURNAME:

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

Houk
Martin
Hutchenson

MAY 18 1953

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

Subject: Docket No. DMEA-2361 - Mica
S. L. Phillips, Dave Wise and Ray Wise
White Oak Creek Mine
Mitchell County, North Carolina

Dear Mr. Laurence:

The subject applicant was asked to provide a description of the property using bearings and distances.

Three copies of the lease amendment submitted by Mr. E. L. Briggs of Burnsville, North Carolina, the lessor, are enclosed. The boundary cited in this amendment does not describe a closed area and the lessee has not signed.

Please arrange to have one of your staff obtain a new amendment with a correct property description, and the necessary signatures.

The location of the proposed work should be indicated on a set of corrected sketch maps for use with a contract.

Sincerely yours,

W. S. Martin (JHB)

ACTING Chairman, Operating Committee

Approved:

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

T. P. Thayer (JHB)
Member, Geological Survey

Enclosures 3

SAFeitler:gad 5/14/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

S.A.
5-18-53

STATE OF NORTH CAROLINA

COUNTY OF MITCHELL.

AMMENDMENT TO LEASE GIVEN TO DAVE WISE AND RAY WISE.

THE Lessors hereby gives and ammends the original lease which was given and held by Dave Wise and Ray Wise, said lease was dated Oct, 14th, 1952. same is ammended so as to include the following discription of said mica mine.

> BEGINNING on a maple Nimpson Bailey and McNeils corner on top of a ridge and runs with McNeils and Bailey's line along the top of the ridge West 161 feet to a White Oak; thence North 74 deg.30 Min.West 91 feet to a Spanisk Oak; thence North 35 deg.30 Min.East about 700 feet to a large apple tree North of Nimpson Bailey's barn; thence South 78 deg.East 791 feet to a large hickory Nimpson Bailey's and Terry McKinney's corner, thence South 63 deg. West 599 feet to a dogwood at an oak stump, Scott McNeil's and Nimpson Bailey's corner; thence with the Bud McNeil heirs line North 73 deg.West 261 feet to the BEGINNING.

The above description is to be used and is to take the place of the original discription in the original lease made the 14th day of Oct, 1952, by E.L.Briggs and wife Eloise Briggs of Yancey County, N.C. to Dave Wise and Ray Wise of Mitchell County, N.C. and for a futher discription of this property see Deed Book, No. _____ at Page _____, in the office of the Register of Deeds for Mitchell County, N.C. In the original lease there was a clause whereby the Lessees could not assign, sell or sub-lease same without first obtaining the written consent of the Lessors, the lessors hereby in this ammendment give their written consent for Dave Wise and Ray Wise to sell and assign their lease to Samuel L. Phillips of Spruce Pine, N.C. and Mitchell County, N.C. provided he carries out all of the terms set forth in the Original Lease, dated the 14th of Oct, 1952.

E L Briggs (Seal)

Eloise Briggs (Seal)

North Carolina
Yancey County.

Personally came before me this day E.L.Briggs and wife Eloise Briggs the Lessors who acknowledged the due execution of this ammendment and who signed same before me.

This the 2th, day of May, 1953.

Seal.
My Commission Expires the 5th, day of April, 1955.

G M Angel
Notary Public

FILE COPY
SURNAME:

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

600

APR 23 1953

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

Subject: Docket No. DMMA-2861 - Mica
White Oak Creek Mine
Mitchell County, North Carolina

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

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

LGHouk:fls 4/23/53

S.H.
4/23/53

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

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 7 1953

Mr. Fischer

April 7, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2861, Mica, White Oak Creek Mine
Mitchell County, North Carolina

I concur in the field team's recommendation for an exploration program in the amount of $7,250.

W. F. Dietrich (ak)

W. F. Dietrich

Mr. Feitler

6/3/53

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 23 1953

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

ON

DMEA-2861, WHITE OAK CREEK MINE (mica)
Mitchell County, N. C.

BY

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

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

Reviewed by
DMEA OPERATING COMMITTEE
3-27-53
(date)

March 18, 1953

Field Examination Report on

DMEA-2861, WHITE OAK CREEK MINE (mica)

Applicants: S. L. Phillips, Dave Wise and Ray Wise
c/o S. L. Phillips, Spruce Pine, North Carolina

Some mica of strategic grade has been recovered at this mine by recent bulldozing. There is evidence that the deposit has never been worked below ground water level or to about 35 feet. It appears that the deposit has possibilities for producing strategic mica; therefore, we recommend that exploration assistance be granted.

The mine was examined on March 10, 1953, Messers S. L. Phillips and Dave Wise, two of the applicants accompanied the examiners and the examination required two hours.

The White Oak Creek mica mine is 1.8 airline miles and 2.1 miles by road S. 50° E., of Bakersville, Mitchell County, N. C. Access is via the White Oak Creek road from Bakersville. This road is accessible at all seasons of the year.

The applicants have had mica mining experience and appear to be competent to conduct the proposed exploration.

The applicants hold the property under a 5-year lease, dated October 1952. The description of the area under lease is thus: "Beginning at the center of the old White Oak Creek Mine and extending 300 yards in all directions from said center of mine." This area covers land on which the lessor does not own the mineral rights. The relation of the leased area is shown on the attached sketch. The location of the proposed shaft is approximately 100 feet from the property line as measured along the apparent strike of the pegmatite. It appears to the examiners, that, even though less area is covered by the lease than the description implies, sufficient area is covered by the lease to provide adequate working space for the proposed project.

Workings at this place consist of a series of old caved pits, trenches, and crosscutting adits, none of which are probably more than 30-35 feet deep. Recently a bulldozer cut 100 feet long, 20 feet wide, and 20 feet deep has been dug at the northeast end of the workings. This cut exposed pegmatite, but it is now slumped and contains six feet of water. The pegmatite has been worked approximately 200 feet along the strike.

No pegmatite is presently exposed. Old workings trend in an N. 50° E. direction, apparently the strike of the pegmatite. The dip appears to be about 60° SE. It is reported that the pegmatite ranges in thickness

from a few inches to 4 feet, and contains a quartz rib in the center. Mica is reported to occur adjacent to the quartz rib. Both the pegmatite and conformable biotite gneiss wall rock are thoroughly weathered to the depth that past mining has reached.

History of past mining activity is not known. All of the activity except the recent bulldozing is very old. A small production of strategic mica resulted from the recent bulldozer work which was conducted in old workings.

The applicants' exploration proposal is similar to that as recommended by the field examiners, except there appears no justification for the proposed bulldozer work. Also more drifting appears to be justified than requested in the application.

The examiners recommend that a 75-foot shaft be sunk at the point shown on the attached map. The shaft should follow the pegmatite. From the 70-foot level approximately 100 feet of drifts should be driven on the pegmatite.

Estimated Cost:

75-foot, 5' x 7' (2 compartment shaft) @ $40/ft.	$3,000.00
Shaft timber, 75 ft. @ $10/ft.	750.00
100 ft. of 6' x 7' drift @ $35/ft.	3,500.00
Estimated Total Cost.....	$7,250.00

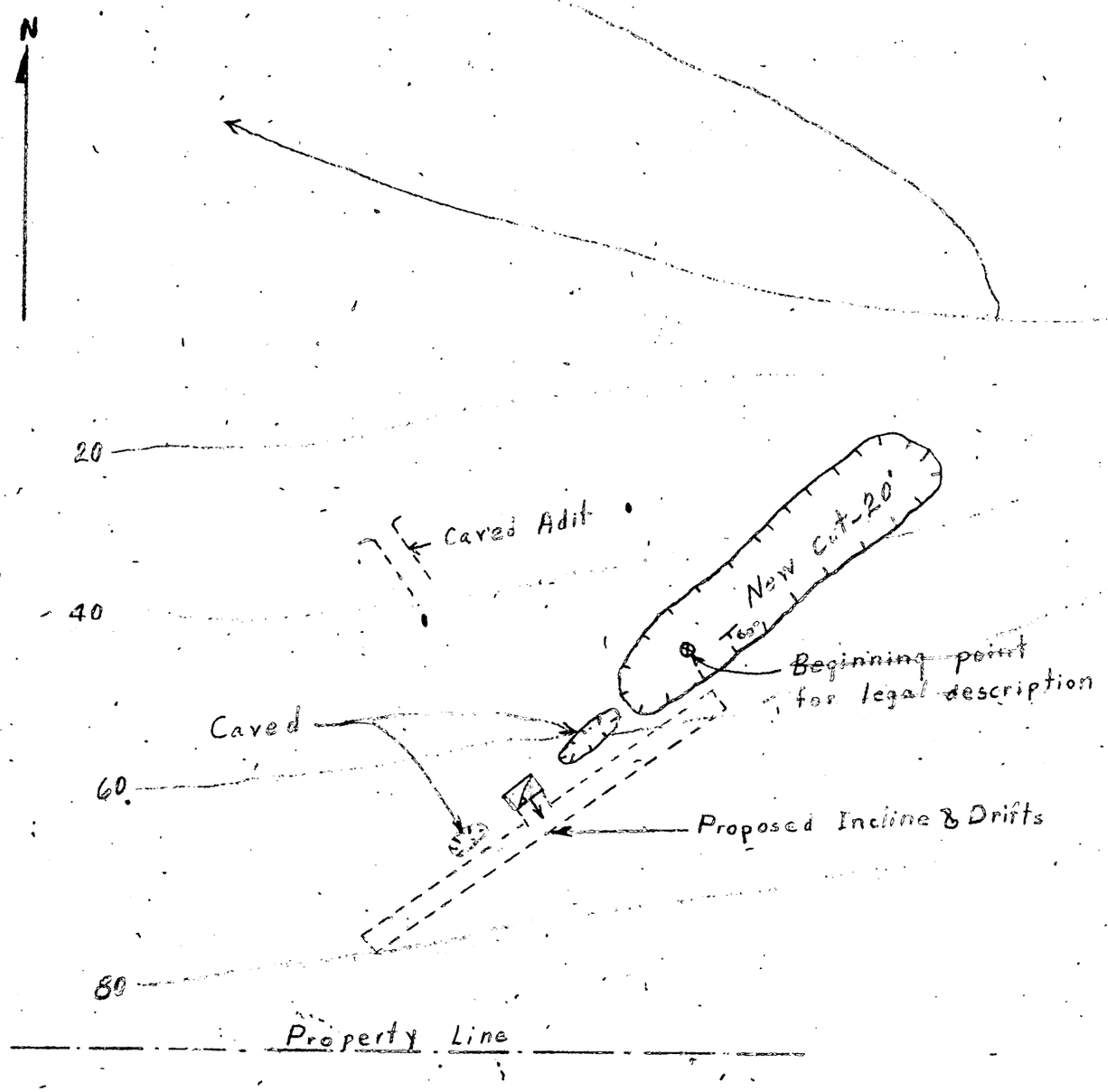
Estimated time required - 4 months.

March 18, 1953

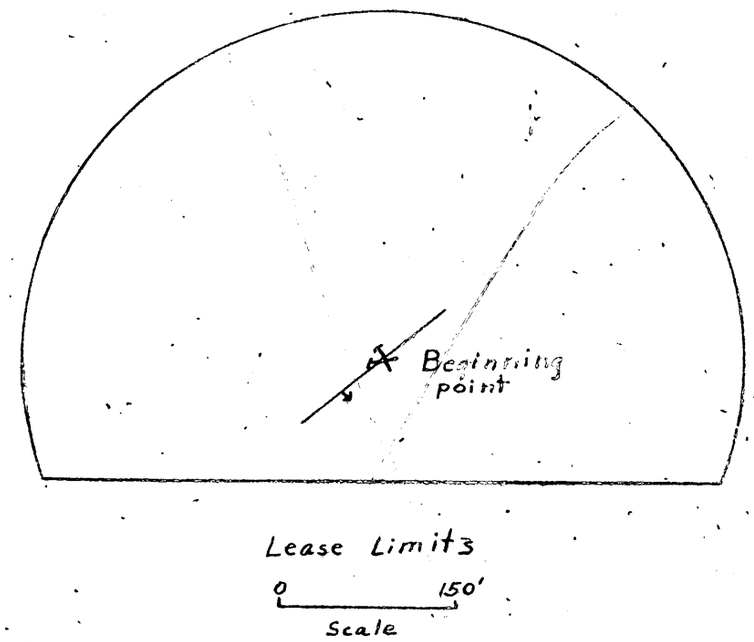
K. H. Teague, USGS

zm

L. E. Shirley, USBM



Sketch of
White Oak Creek Mine
Mitchell Co., N.C.
0 40' 80'
Scale



DMEA-2861(mica)

IN REPLY REFER TO:

G-MD-CNM

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

Mr. Fritter

March 31, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 1 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2861 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: S. L. Phillips, Dave Wise, and Ray Wise.
Name of property: White Oak Creek mine.
Location of property: 1.8 miles S. 50° E. of Bakersville, Mitchell County, North Carolina.
Date of field team report: March 18, 1953.
Authorship of field team report: Teague and Shirley.
Field team's recommendation:
75' x 5' x 7' (2-compartment) shaft
100' x 6' x 7' drift.
Comments: No pegmatite is exposed, but extent of old workings indicate that the deposit is worth reopening in order to find out what it contains.
ACTION SUGGESTED:
Follow field team's recommendation.

D. M. Larrabee

FILE COPY
SURNAME:

Feitler
Hook
Lemmon
Selfridge

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

MAR 6 1953

[illegible]

[illegible] Carolina

Re: Docket [illegible] - Mica
White Cree[illegible] Mine
Mitchell County, North Carolina

Dear [illegible]

Your application [illegible] assistance in exploring the subject mine has been reviewed by the Nonmetallic Minerals Division of the [illegible] Administration and has been referred [illegible] Officer, [illegible] Team [illegible] Knoxville, Tennessee, [illegible] consideration.

The regional office [illegible] contact, in the near future, [illegible] 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 (for)

Administrator

S.H.
3/6/53

LAFeitler:gad 3/5/53

Copy to: Admr. - File
Docket File
Field Team, Region VII
Operating Committee
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Hook

FILE COPY
SURNAME:

Feitler
Smith
Selfridge

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

600

MAR 6 1953

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

Subject: Docket No. DMA-2[illegible] - Mica
S. L. Phillips, Dave Pine and
Ray Wise
White Oak Creek Mine
Mitchell County, North Carolina

Dear Mr. Laurence:

Please arrange for a field examination of the subject mine and submit a report containing 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 and convenience.

[illegible] Right considers mica from this mine to be acceptable for stockpiling.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (JHB)

Approved:

C. N. Johnson (JHB)
Member, Bureau of Mines

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

S.H.
3/6/53

Enclosures 4

SAFeitler:gad 3/5/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Houk

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 2 1953

February 27, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2861, Mica, White Oak Creek Mine,
Mitchell County, North Carolina

No data are available in this office on subject property. It is located in a general area in which ruby mica is known to be the characteristic variety. On the basis of the applicant's description of present exposures, a field team investigation is recommended.

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.

February 6, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
1953

Memorandum

REVIEW OF APPLICATION DMEA-2861 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: J. J. Norton, U. S. Geological Survey
Applicant: Sam L. Phillips and others, Spruce Pine, North Carolina.
Location of property: 2 miles from Bakersville in Mitchell County, North Carolina.
Estimated cost of project: $9,900.
Summary of applicant's proposal:
Shaft and drift.
Sources of information on applicant's property: None.
RECOMMENDATION:
Field examination.

J. J. Norton

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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 2861
Metal or Mineral
Date Received 1-27-53
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: Dave Chase, Ray Chase and Joe L. Phillips all of Spruce Pine, N. C.

(*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 This is lease property (Lease is attached in 3 (d) below.

(*b*) State any mine name by which the property is known. White Oak Creek Mine

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

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

(*e*) If you own the land, describe any liens or encumbrances on it Not owner

(*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 will 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.).

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(*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 1-26, 1953

White Oak Creek Mines
(Applicant)

By Sam L. Phillips

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) Dave Wise, Ray Wise, and Sam L. Phillips all of Spruce Pine, N. C.

   (b) Partnership

2. No Answer.

3. (a) This is lease property (Lease is attached in 3 (d) below).

   (b) White Oak Creek Mine.

   (c) Lessee.

   (d) Lease is attached as Exhibit A .

   (e) Not owner.

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

4. (a) Physical works set forth on map attached as Exhibit B.

   (b) This mine has in the past produced substantial quantities of high grade Ruby Muscovite Mica. It is my understanding that a sale of mica has been made under the present mica purchasing program from the mine dump of the mine.

   (c) The last operator or operators was Dave Wise and son Ray Wise and they ceased operations because they didnct have sufficient capital to place the necessary machinery at the mine for an efficient operation of said mine. This mine has not been worked approximate 35 feet deep. See attached map.

   (d) The proposed property is readily accessible that a good road leads within a few yards of mine. The mine is located about two (2) miles out of Bakersville, North Carolina.

   (e) There is ample experience 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 bulldoze off the sides of the open cut to prevent any slides and it is futhur proposed to bulldoze trench and avert a small branch to keep the water from flowing and seeping into the open cut to make it possible to sink a shaft with safety.

   Then it is proposed to sink a 5 x 7 shaft 75 feet deep inside the the open cut . Then it is proposed to drive a drift 50 feet perpendicular to the shaft in each direction from the bottom of the

shaft.

The drift should be driven between the slates at the depth of 70 feet, leaving 5 feet for a water hole and the Government Field Team should determine the exact direction that the drift should be driven. The drift would determine the mineralization of the pegmatite dike.

(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) Attached as Exhibit C.

6. Estimate of Costs.-

(a) Independent Contracts-None.

(b)-through h)

(1) Bulldozing -140 hrs. $10.00 per Hr.	$1400.00
(2) Shafting- 5 x 7 - 75 feet @$60.00 per ft.	4500.00
(3) Drifting - 100 ft. @$40.00 per ft.	4000.00
Total	$9900. 00

7. (a) Applicant will pay in money the 10% required by regulation.

STATE OF NORTH CAROLINA

COUNTY OF MITCHELL

THIS MINING LEASE made and entered into this the 14th, day of October, 1952, by E. L. Briggs and wife, Eloise Briggs, parties of the first part and hereinafter referred to as the LESSORS, and DAVE WISE and RAY WISE of the County of Mitchell andState of N. C. parties of the second part and hereinto and after referred to as the LESSEES:

W I T N E S S E T H

That the Lessors, for and in consideration of the performance and agreements and the payment of royalty as herrinafter set forth, have bargained, leased and granted and by these presents bargain, lease and grant unto the Lessees, their heirs or assigns, for a period of FIVE years from the date of this lease, that CERTAIN TRACT OR PARCEL OF LAND LOCATED IN MITCHELL COUNTY, N. C. KNOWN AS THE WHITE OAK CREEK MICA MINE TRACT. Beginning at the center of the old WHITE OAK CREEK MINE and extending 300 yards in all directions from said center of mine. TO HAVE AND TO HOLD the said tract or parcel of land for mining purposes only, to mine Mica, Feldspar and ~~any~~ other minerals which may be found by the Lessees, while mining for mica, unto the lessees, for the aforesaid term of FIVE YEARS upon the full compliance of each and all the following stipulations and agreements and with the right to renew this Lease for an additional 5 year period at the expiration of this Lease provided that the Lessees, have complied with all the stipulations and agreements and further provided that in case that feldspar and mica is selling for a better price at the end of the first 5 years period that the Lessors and Lessees will enter into an agreement whereby a new rate of royalty will be agreed upon.

1. MINING RIGHTS: The Lessees, their heirs and assigns, shall have the right to dig, quarry, search for and obtain mica, feldspar and other minerals from the above described tract of land.

their heirs or assigns, shall have the right to follow the vein or veins to the end in any direction the said vein or veins may lead from the White Oak Creek Mine.

The Lessees are to have the right to use timber from this property, merchantible timber excepted, the Lessees shall have the right to use a bull-dozer to mine this mine, shall have the right of ingress and egress to said mine and the right to use roads and ways on the property for the purpose of operating said mine and removing minerals therefrom. The Lessees shall have the right to dump waste and muck from said mine on the land of the Lessors in so far as is reasonably necessary in the operation of said mine.

2. MANNER OF WORK: The Lessees shall use sufficient machinery, equipment and labor so as to operate said mine in a workmanlike manner, and shall keep said mine in a workable and safe condition, and when the Lessees shall cease to operate said mine they shall leave it in a clean and workable condition. Work shall commence within 15 days from the signing of this Lease and shall not cease for more than 30 days. Acts of God and unavoidable accidents excepted. If the Lessees fail to work said mine in a workmanlike manner and as a reasonably worked, for a period of 30 days, than and in such event, the Lessors, their heirs or assigns, may at their option, declare this Lease null and void and of no further effect, and thereupon Lessors, their heirs or assigns, shall have the right to re-enter without further notice to the Lessees.

3. ROYALTY: The Lessees shall, and hereby, expressly agree to pay to the Lessors a royalty of 75¢ per long ton (2240 pounds), for all Feldspar mined and sold from said mine, and shall pay a royalty of 1/8 of the sale price for any and all Mica mined and sold from said mine. The usual and customary royalty for any other minerals mined and sold from said mine shall paid. All royalties due under this Lease shall be paid by the Lessees to the Lessors immediately after each and every sale made of any Mica, Feldspar or any other minerals mined and sold by the Lessees and a duplicate Bill of

Sale is to be furnished to the Lessors by the Lessees of each and every sale made of any minerals from said mine and is to be presented and furnished to the Lessors each time any royalty is paid to the Lessors. The failure to make any payment of royalty when due shall constitute a breach in this Lease by the Lessees, and the Lessors, their heirs or assigns, at their option, may thereupon declare this Lease null and void and take immediate possession of the premises, including Mica, Feldspar and any other minerals mined from said mine.

4. WEIGHTS AND RECORDS: The basis for royalties shall be the selling weights, and the Lessees shall weigh all Mica that comes from the mine each day and keep a record of the same and this record shall be kept so that the same may be inspected at any time and shall be kept by the Lessees of all Mica sold and this too shall be subject to inspection by the Lessors at any time. The Lessors, their agent, heirs or assigns, shall have the right to visit and inspect at any time they desire to do so the mines or mine and also to visit thesame and inspect the books and records of the Lessees as to any and all minerals mined and sold from said mine.

The Mica from this mine is to be stored in a warehouse or Mica house by the parties of the second part and the same is to be kept under lock and key at all times when workers are not preparing the Mica for the market in said house. All Mica mined from this mine shall be prepared for the market by competant workers who have knowledge of how to sheet and trim Mica so as for it to bring the best possible price at the time of sale.

It is understood by all parties that the parties of the second part, their heirs or assigns, may take the Mica mined from said mine to Mitchell County for the purpose of having it prepared for the market. The parties of the second part, their heirs or assigns, will be allowed to do this as long as the Mica mined from this mine is kept in a safe place and prepared in a workmanlike manner, but in case the parties of the second part, their heirs or

assigns, fail to comply then the parties of the first part shall demand that the Mica be kept in a Mica house or warehouse in Yancey County, North Carolina, The Lessees, their heirs or assigns, shall mine said mine so as t o do the least possible damage to the free hold of Nimp Bailey as is possible.

5. ASSIGNMENT: This Lease shal not be transferred, sold sub-let or assigned without the written consent of the Lessors.

IN TESTIMONY WHEREOF, the said Lessors and the Lessees have each hereunto set their hands and signed their names as of the day and year first above written.

SS/ E. L. Briggs (SEAL)

SS/ Eloise Briggs (SEAL)

SS/ Dave Wise (SEAL)

SS/ Ray Wise (SEAL)

STATE OF NORTH CAROLINA

COUNTY OF YANCEY

Personally came before me this day E. L. Briggs and wife, Eloise Briggs, as Lessors; and Dave Wise and Ray Wise as Lessees, to me well known to be the persons who signed the foregoing Lease and who acknowledged the due execution of said instrument by themselves for the purposes therein expressed.

Witness my hand and notarial seal this the 18 day of October, 1952.

SS/ G. M. Angel
Notary Public

My commission expires the

5 day of April , 1953.

DAVE WISE

Mr. Wise is 54 years old. He was born in Avery County, North Carolina, and has lived in this area all his life. At an early age Mr. Wise started working in mica and Feldspar Mines. He is married and has three children and has farmed when he was not connected actively with mining. He has worked in some of the largest mica mines in Spruce Pine Mica district and his latest mining experience has been connected with the White Oak Creek Mine.

Mr. Wise has a good reputation in his community for honesty and fairness .

For reference write:

Mr. Frank Phillips
Spruce Pine
N. C.

Mr. Ed Guy
Newland
N. C.

RAY WISE

Mr. Ray Wise is 36 years old. He was born in Avery County, North Carolina, and has lived in this section all his life. Most of his income has been from employment in the mica and other minerals of this section.

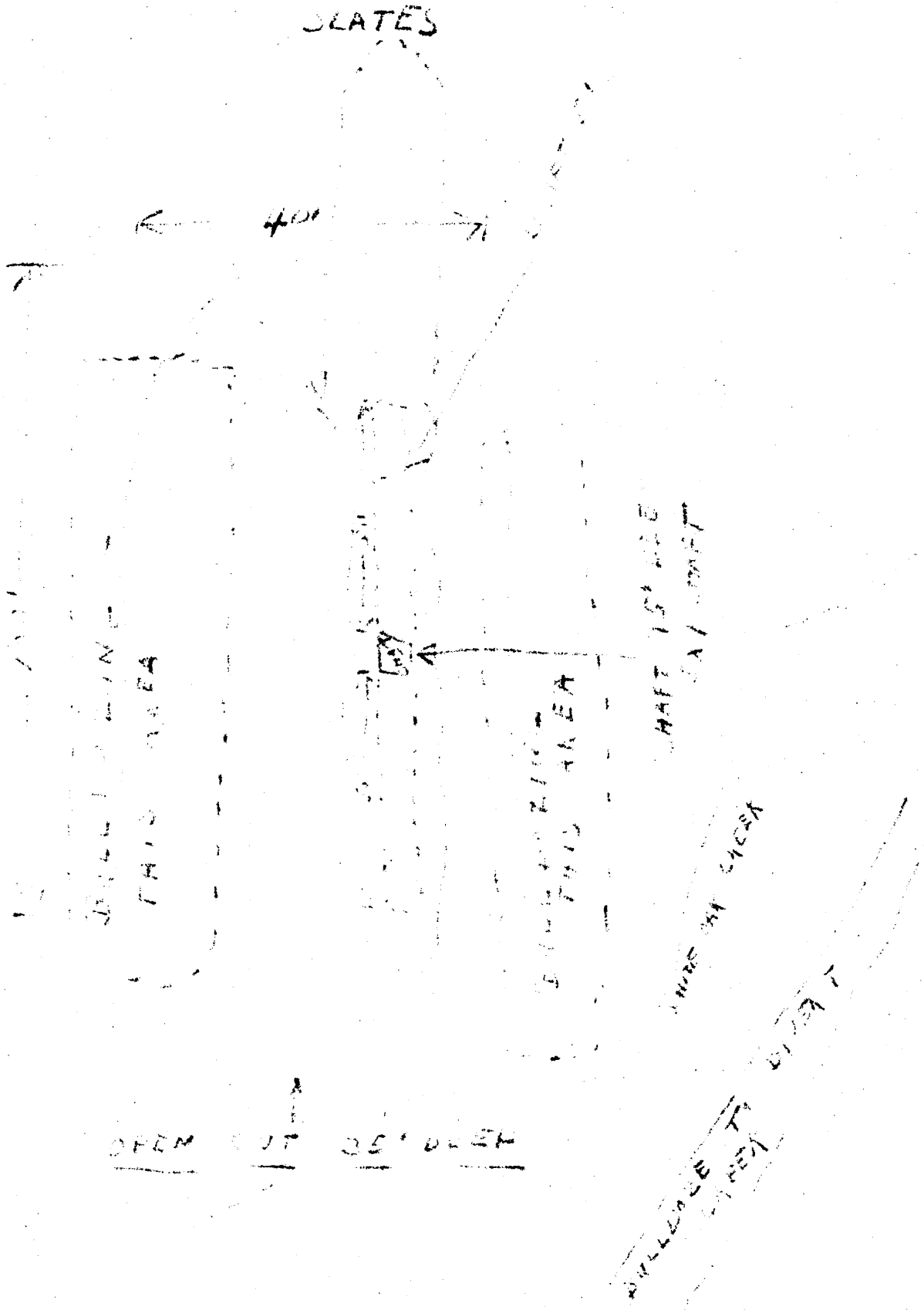
Mr. Wise has prospected several different mica deposits in this section since the announcement of the Government Purchasing Program. He has sold some mica under this program. Mr. Wise believes, from his knowledge of mica mining, that the White Oak Creek Mine is the best prospect in this section.

Mr. Ray Wise has a fine reputation in this section for being a good worker as well as a good miner andhis integrity is beyond reproach.

For reference write:

Mr. Frank Phillips
Spruce Pine, N. C.

Mr. Ed Guy
Newland
N. C.


SLATES
40'
OPEN CUT 25' DEEP

FILE COPY
SURNAME:

Feitler
Houk

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

JAN 29 1953

Mr. Sam L. Phillips
Spruce Pine, North Carolina

Subject: Docket No. DMEA-2361 - Mica
White Oak Creek Mine
Mitchell County, North Carolina

Dear Mr. Phillips:

Reference is made to the subject application for exploration assistance at the White Oak Creek Mine in Mitchell County, North Carolina.

We return herewith the five copies of the Owner's Consent to Lien which accompanied the above application and bear the signature of E. L. Briggs and Eloise Briggs under date of January 22, 1953. Please have Mr. and Mrs. Briggs complete the first paragraph of these forms by inserting the State and County as well as the names of the three applicants. Mr. and Mrs. Briggs should initial the margin opposite these insertions. All five copies should then be returned to this office.

J.C. 1/29/59

Please submit the book, page, and county of record for the tract containing the White Oak Creek Mine.

Sincerely yours,

SIGNED
Lawrence G. Houk, Chief
Nonmetallic Minerals Division

Enclosures 5

SAFeitler:gad 1/29/53
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Houk

603 JAN 2 9 1953

Mr. [illegible] L. Phillips

[illegible] Mine, North Carolina

Subject: Docket No. [illegible]-2[illegible]1 - Mica
White Oak Creek Mine
Mitchell County, North Carolina

Dear Mr. Phillips:

Reference is made to the subject application for exploration assistance at the White Oak Creek Mine in Mitchell County, North Carolina.

We return herewith the five copies of the Owner's Consent to Lease [illegible] accompanied the above application and bear the signature of [illegible] Briggs and Eloise Briggs under date of January 22, 1953. Please have Mr. and Mrs. Briggs complete the first paragraph of these forms by inserting the State and County as well as the names of the three applicants. Mr. and Mrs. Briggs should initial the margin opposite these insertions. All five copies should then be returned to this office.

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Lawrence [illegible] Cook, Chief
Nonmetallic Minerals Division

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Mr. Dietrich, 3526
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Mr. Houk

DMEA-2861

GENERAL SERVICES ADMINISTRATION

Spruce Pine, North Carolina

January 26, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 28 1953

Mr. Lawrence G. Houk, Chief
Nonmetallic Minerals Division
Defense Minerals Exploration Administration
Washington 25, D. C.

Dear Mr. Houk:

Mr. S. L. Phillips of this city has submitted a sample of mica from the White Oak Creek Mine. We find this mica to be of the ruby variety and with proper preparation, would be acceptable on our program.

Yours very truly,

W. S. Flynt, Superintendent
Spruce Pine Mica Depot

January 28, 1953

Mr. Sam L. Phillips
Spruce Pine, North Carolina

Subject: DMEA-2861
Re: Exploration Assistance
White Oak Creek Mine

My dear Mr. Phillips:

The receipt of your application dated January 26, 1953 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-2861 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-2861 in any future correspondence relating to your application.

Sincerely yours,

R. E. ADAMS

Robert E. Adams
Chief, Operations Control
and Statistics Division

25451

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 27 1953

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Not to be filled in by applicant

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(e) There is ample experience 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 bulldoze off the sides of the open cut to prevent any slides and it is futhur proposed to bulldoze trench and evert a small branch to keep the water from flowing and seeping into the open cut to make it possible to sink a shaft with safety.

Then it is proposed to sink a 5 x 7 shaft 75 feet deep inside the the open cut. Then it is proposed to drive a drift 50 feet perpendicular to the shaft in each direction from the bottom of the

shaft.

The drift should be driven between the slates at the depth of 70 feet, leaving 5 feet for a water hole and the Government Field Team should determine the exact direction that the drift should be driven. The drift would determine the mineralization of the pegmatite dike.

(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) Attached as Exhibit C.

6. Estimate of Costs.-

(a) Independent Contracts-None.

(b)-through h)

(1)	Bulldozing -140 hrs. @10.00 per Hr.	$1400.00
(2)	Shafting- 5 x 7 - 75 feet @60.00 per ft.	4500.00
(3)	Drifting - 100 ft. @40.00 per ft.	4000.00
	Total	$9900.00

7. (a) Applicant will pay in money the 10% required by regulation.

STATE OF NORTH CAROLINA

COUNTY OF MITCHELL

THIS MINING LEASE made and entered into this the 14th, day of October, 1952, by E.L.Briggs and wife, Eloise Briggs, parties of the first part and hereinafter referred to as the LESSORS, and DAVE WISE and RAY WISE of the County of Mitchell and State of N.C. parties of the second part and hereinto and after referred to as the LESSEES:

W I T N E S S E T H

That the Lessors,for and in consideration of the performance and agreements and the payment of royalty as hereinafter set forth, have bargained,leased and granted and by these presents bargain, lease and grant unto the Lessees, their heirs or assigns, for a period of FIVE years from the date of this lease, that CERTAIN TRACT OR PARCEL OF LAND LOCATED IN MITCHELL COUNTY, N.C. KNOWN AS THE WHITE OAK CREEK MICA MINE TRACT. Beginning at the center of the old WHITE OAK CREEK MINE and extending 300 yards in all directions from said center of mine.

TO HAVE AND TO HOLD the said tract or parcel of land for mining purposes only, to mine Mica, Feldspar and any other minerals which may be found by the Lessees, while mining for mica,unto the lessees, for the aforesaid term of FIVE YEARS upon the full compliance of each and all the following stipulations and agreements and with the right to renew this Lease for an additional 5 year period at the expiration of this Lease provided that the Lessees,have complied with all the stipulations and agreements and futher provided that in case that feldspar and mica isselling for a better price at the end of the first 5 years period that the Lessors and Lessees will enter into an agreement whereby a new rate of royalty will be agreed upon.

1.MINING RIGHTS: The Lessees,their heirs and assigns, shall have the right to dig,quarry, search for and obtain mica,feldspar and other minerals from the above described tract of land.

LAW OFFICE
E. L. BRIGGS
BRIGGS BLDG.
BURNSVILLE, N. C.

It is understood and agreed that the Lessees, their heirs or assigns, shall have the right to follow the vein or veins to the end in any direction the said vein or veins may lead from the White Oak Creek Mine.

The Lessees are to have the right to use timber from this property, merchantible timber excepted, the Lessees shall have the right to use a bulldozer to mine this mine, shall have the right of ingress and egress to said mine and the right to use roads and ways on the property for the purpose of operating said mine and removing minerals therefrom. The Lessees shall have the right to dump waste and muck from said mine on the land of the Lessors in so far as is reasonably necessary in the operation of said mine.

2. MANNER OF WORK: The Lessees shall use sufficient machinery, equipment and labor so as to operate said mine in a workmanlike manner, and shall keep said mine in a workable and safe condition, and when the Lessees shall cease to operate said mine they shall leave it in a clean and workable condition. Work shall commence within 15 days from the signing of this Lease and shall not cease for more than 30 days. Acts of God and unavoidable accidents excepted. If the Lessees fail to work said mine in a workmanlike manner and as a mine should be reasonably worked, for a period of 30 days, than and in such event, the Lessors, their heirs or assigns, may at their option, declare this Lease null and void and of no further effect, and thereupon Lessors, their heirs or assigns, shall have the right to re-enter without further notice to the Lessees.

3. ROYALTY: The Lessees shall, and hereby, expressly agree to pay to the Lessors a royalty of 75¢ per long ton (2240 pounds), for all Feldspar mined and sold from said mine, and shall pay a royalty pf 1/8 of the sale price for any and all Mica mined and sold from said mine. The usual and customary royalty for any other minerals mined and sold from said mine shall be paid. All royalties due under this Lease shall be paid by the Lessees to the Lessors immediately after each and every sale made of any Mica,

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BRIGGS BLDG.
BURNSVILLE, N. C.

Feldspar or any other minerals mined and sold by the Lessees and a duplicate Bill of Sale is to be furnished to the Lessors by the Lessees of each and every sale made of any minerals from said mine and is to be presented and furnished to the Lessors each time any royalty is paid to the Lessors. The failure to make any payment of royalty when due shall constitute a breach in this Lease by the Lessees, and the Lessors, their heirs or assigns, at their option, may thereupon declare this Lease null and void and take immediate possession of the premises, including Mica, Feldspar and any other minerals mined from said mine.

4. WEIGHTS AND RECORDS: The basis for royalties shall be the selling weights, and the Lessees shall weigh all Mica that comes from the mine each day and keep a record of the same and this record shall be kept so that the same may be inspected at any time and shall be kept by the Lessees of all Mica sold and this too shall be subject to inspection by the Lessors at any time. The Lessors, their agent, heirs or assigns, shall have the right to visit and inspect at any time they desire to do so the mines or mine and also to visit the same and inspect the books and records of the Lessees as to any and all minerals mined and sold from said mine.

The Mica from this mine is to be stored in a warehouse or Mica house by the parties of the second part and the same is to be kept under lock and key at all times when workers are not preparing the Mica for the market in said house. All Mica mined from this mine shall be prepared for the market by competant workers who have knowledge of how to sheet and trim Mica so as for it to bring the best possible price at the time of sale.

It is understood by all parties that the parties of the second part, their heirs or assigns, may take the Mica mined from said mine to Mitchell County for the purpose of having it prepared for the market. The parties of the second part, their heirs or assigns, will be allowed to do this as long as the Mica mined from this mine is kept in a safe place and prepared in a workmanlike manner, but in case the parties of the second part, their heirs or

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BURNSVILLE, N. C.

assigns, fail to comply then the parties of the first part shall demand that the Mica be kept in a Mica house or warehouse in Yancey County, North Carolina, The Lessees, their heirs or assigns, shall mine said mine so as to do the least possible damage to the free hold of Nimp Bailey as is possible.

5. ASSIGNMENT: This Lease shall not be transferred, sold, sub-let or assigned without the written consent of the Lessors.

IN TESTIMONY WHEREOF, the said Lessors and the Lessees have each hereunto set their hands and signed their names as of the day and year first above written.

E. L. Briggs (SEAL)

Eloise Briggs (SEAL)

Dave Wise (SEAL)

Ray Wise (SEAL)

STATE OF NORTH CAROLINA

COUNTY OF YANCEY

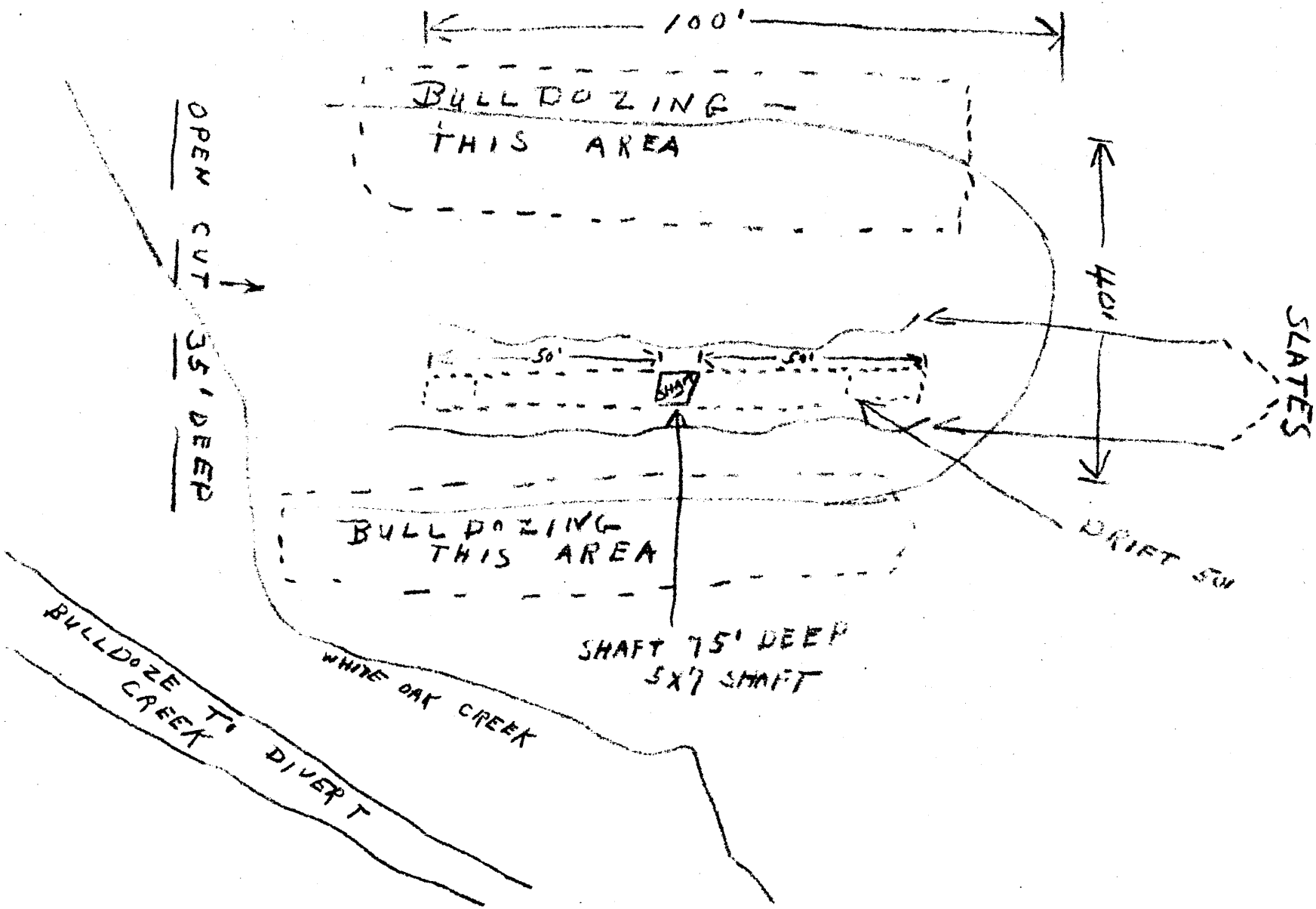
Personally came before me this day E. L. Briggs and wife, Eloise Briggs, as Lessors; and Dave Wise and Ray Wise as Lessees, to me well known to be the persons who signed the foregoing Lease and who acknowledged the due execution of said instrument by themselves for the purposes therein expressed.

Witness my hand and notarial seal this the 18 day of October, 1952.

G. M. Angell
Notary Public

My commission expires the 5 day of April, 1953.

LAW OFFICE
E. L. BRIGGS
BRIGGS BLDG.
BURNSVILLE, N. C.


100'
BULLDOZING THIS AREA
OPEN CUT
35' DEEP
40'
50'
50'
SHAFT
SLATES
DRIFT SW
BULLDOZING THIS AREA
SHAFT 75' DEEP
5X7 SHAFT
WHITE OAK CREEK
BULLDOZE TO DIVERT CREEK

DAVE WISE

Mr. Wise is 54 years old. He was born in Avery County, North Carolina, and has lived in this area all his life. At an early age Mr. Wise started working in mica and Feldspar Mines. He is married and has three children and has farmed when he was not connected actively with mining. He has worked in some of the largest mica mines in Spruce Pine Mica district and his latest mining experience has been connected with the White Oak Creek Mine.

Mr. Wise has a good reputation in his community for honesty and fairness .

For reference write:

Mr. Frank Phillips
Spruce Pine
N. C.

Mr. Ed Guy
Newland
N. C.

RAY WISE

Mr. Ray Wise is 36 years old. He was born in Avery County, North Carolina, and has lived in this section all his life. Most of his income has been from employment in the mica and other minerals of this section.

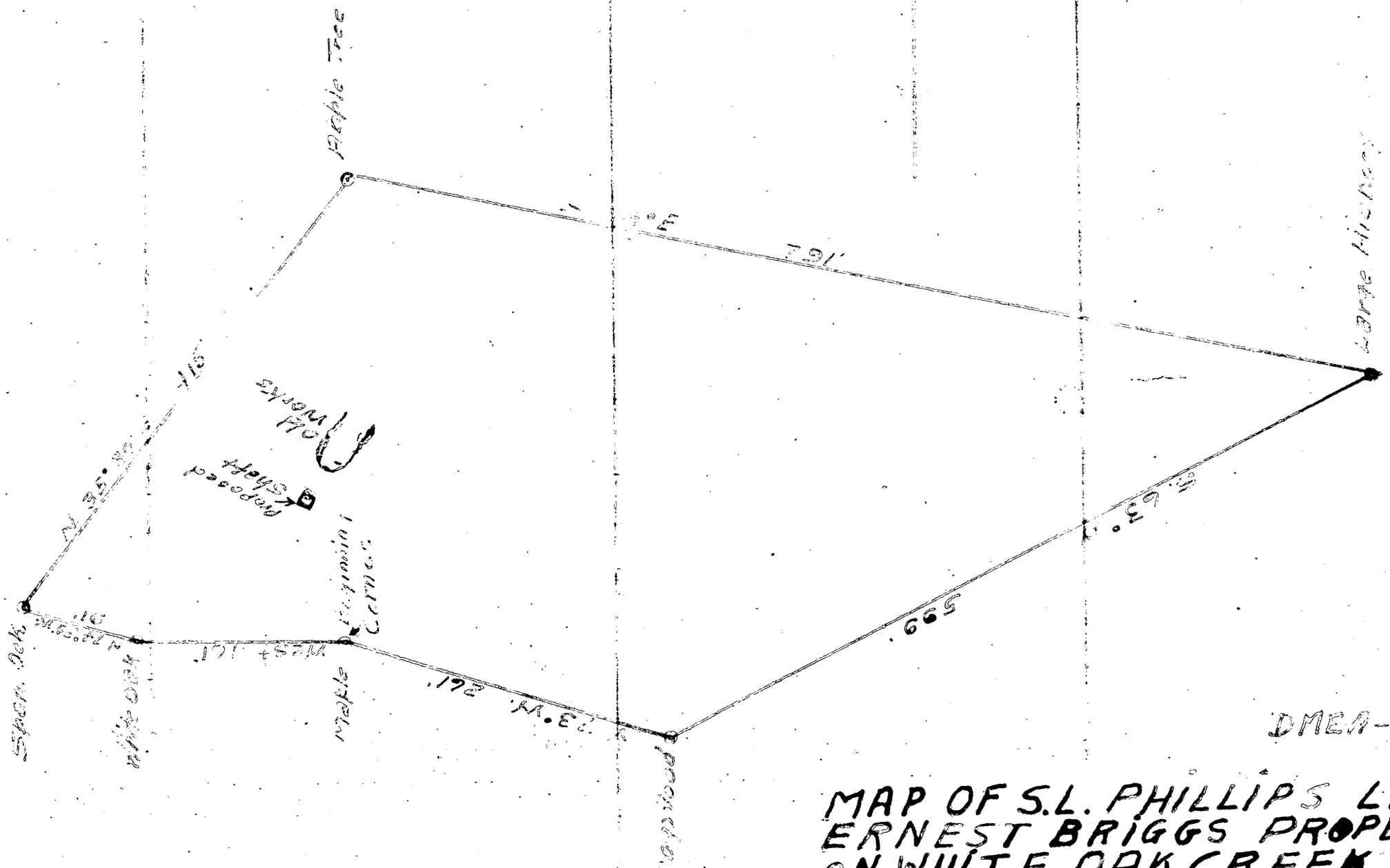
Mr. Wise has prospected several different mica deposits in this section since the announcement of the Government Purchasing Program. He has sold some mica under this program. Mr. Wise believes, from his knowledge of mica mining, that the White Oak Creek Mine is the best prospect in this section.

Mr. Ray Wise has a fine reputation in this section for being a good worker as well as a good miner andhis integrity is beyond reproach.

For reference write:

Mr. Frank Phillips
Spruce Pine, N. C.

Mr. Ed Guy
Newland
N. C.



DMEM-2861(misc)

MAP OF S.L. PHILLIPS LEASE
ERNEST BRIGGS PROPERTY
ON WHITE OAK CREEK. 1" = 100'