DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

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DMA Docket No. 3126

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Exploration Assistance

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To:	Code 600	Date	7/22/53
To:	Roberton	Date	7/28/53
To:	Oper Com	Date	8-12-53
To:	Code 600	Date	8-13-53
To:	Oper Com	Date	10-5-53
To:		Date	
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DMEA-3126
Mica
Region VII ✓

E. P. WILLIAMS, CULLOWHEE, NORTH CAROLINA. Vance Bryson Mine, Jackson County, North Carolina. 9/14/53 #267

Field Examination Report recommending denial. The report was referred to the Commodity Group.

DMEA-3126
Mica
Region VII ✓

E. P. WILLIAMS, CULLOWHEE, NORTH CAROLINA. Vance Bryson Mine, Jackson County, North Carolina. 8/12/53 #251

Letter to the Field requesting a review of the application, a field examination if advisable, and report, and enclosing copies of memoranda from the Bureau of Mines and the Geological Survey. Letter to the Applicant.

600

OCT - 5 1953

Mr. E. T. Williams

Cullowhee, North Carolina

Re: Docket No. DMEA-3126 - Mica
Vance Bryson Mine
Jackson County, North Carolina

Dear Mr. Williams:

Your application for aid for an exploration project and other data available to us in Washington concerning your application have been reviewed.

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

Careful study of all our information, although noting a small amount of mica on your property, indicates to us that the probability of disclosing minable ore reserves by your proposed program is not sufficiently promising to justify Government participation. We regret to advise you, under these circumstances, that your application for exploration assistance is denied.

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

Sincerely yours,

Frank E. Johnson

Acting Administrator

JTRobertson:gad 10/2/53
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

October 2, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing review of Docket No. DMEA-3126 - Mica
E. P. Williams
Vance Bryson Mine
Denial. Jackson County, North Carolina

Property: The mine is in a loop of the Tuckasegee River 0.9 miles S. 40° E. of Cullowhee, Jackson County, North Carolina. The property is held under a lease agreement dated May 27, 1953, from the owners, H. E. Battle and wife, Annie Battle, et al.
Applicant: E. P. Williams, Cullowhee, N. C.
Amount requested: $5,720.00.
Contract: None. Application denied. Field Team Examination: A Field Examination Report by K. H. Teague, Geologist, and L. E. Shirley, Mining Engineer, recommends that the application for exploration aid be denied. The deposit was examined by the Field Team, Region VII, on August 24, 1953, and the indications were that the mica would be of poor quality.

Denial and closing. See copy of Administrator's letter of denial attached hereto.

Summary of Docket:

7/22/53	Received application Form MF-103. Included copy of mining lease and six copies of Form MF-203.
7/22/53	Report from Spruce Pine Mica Depot. Sample submitted is ruby mica.
7/22/53	Receipt of application acknowledged.
7/23/53	Memo from D. M. Larrabee, USGS, suggests a Field Team referral.
8/7/53	Memo from W. F. Dietrich, USBM suggests a Field Team referral.
8/24/53	Mine examined by K. H. Teague USGS, and L. E. Shirley, USBM.
9/8/53	Received Report of Examination by Field Team, Region VII. A denial of application is recommended.
9/14/53	Memo from Donald A. Brobst, USGS, concurs in denial of application.
9/15/53	Memo from W. F. Dietrich, USBM, concurs in denial of application.

Resume:

All of the mica observed is bent and some is severely ruled. It would appear that very little mica of stockpiling grade can be recovered from this deposit, thus the application should be denied.

Recommendation:

In view of the examining engineer's adverse report on the quality of mica which would be found at this deposit, the Nonmetallic Minerals Division recommends that the application be denied.

A copy of letter of denial is attached hereto.

JTRobertson:gad 10/2/53

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

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

September 15, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 16 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3126, Mica, Vance Bryson Mine, E. P. Williams
Cullohee, North Carolina

I concur in the field team's recommendation to deny subject application on the basis that the mica is non-strategic quality mica.

Signed

W. F. Dietrich

IN REPLY REFER TO:

G-MD-CNM

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

September 14, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-3126 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: Donald A. Brobst, U. S. Geological Survey
Applicant: E.P. Williams, Cullowhee, North Carolina.
Name of property: Vance Bryson Mine.
Location of property: 0.9 miles south 40° east of Cullowhee, Jackson County, North Carolina.
Date of field team report: September 2, 1953.
Authorship of field team report: K. H. Teague and L. E. Shirley.
Field team's recommendation: Denial.
Comments: Mica not of stockpile grade.
ACTION SUGGESTED: Follow field team's recommendation.

Donald A. Brobst

Brobst:jeh
9/14/53
cc: Director's reading 4212/
Branch 4212 "
DMEA 3
Brobst G-230

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

COPY

~~WASHINGTON 25, D. C.~~
Room 13, Post Office Bldg.
Knoxville 2, Tenn.

September 4, 1953

Memorandum

To: Chairman, Operating Committee, DMEA - Washington

From: Acting Executive Officer, DMEA - Region 7

Subject: Field Examination Reports.

Transmitted herewith are four copies each of the following reports:

DMEA - 3104, Dolph Hensley Mine (mica)

DMEA-2960, Rogers Mine (mica)

DMEA-3126, Vance Bryson Mine (mica)

The Field Team isin agreement on the denial of the above listed examinations.

/s/ Wm. A. Beck
Wm. A. Beck
Acting Executive Officer
DMEA - Region 7

/s/ Benjamin Gilderaleeve
Benjamin Gilderaleeve
U. S. Geological Survey

Reviewed by
DMEA OPERATING COMMITTEE
9-14-53
(date)

Reviewed by
DMEA OPERATING COMMITTEE

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

DMEA-3126, VANCE BRYSON MINE
Mica
Cullhowee, North Carolina

By

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

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

September 2, 1953

Reviewed by
DMEA OPERATING COMMITTEE
9-14-53
(date)

Field Examination Report
on
MRA-3126, Vance Bryson Mine (mica) -

Applicant: E. P. Williams, Cullohee, North Carolina

Mica observed around the various openings is in general of poor quality and not very abundant. Also the applicant is not physically competent to supervise an exploration project. The examiners recommend that the application be denied because of the improbability of discovering a worthwhile deposit of strategic mica.

The deposit was examined August 24, 1953. Mr. E. P. Williams accompanied the examiners on the inspection which required two hours.

The G. Vance Bryson Mine is in a loop of the Tuckasegee River 0.9 miles S. 40° E. of Cullowhee. It is owned by Mr. Bryson who worked it intermittently from about 1910. A Mr. Lewis mined it for a short time, and the most recent work was done by a Mr. Ward in 1941. The workings extend for 500 feet N. 60° E. At the northeastern end is a 25-foot drift which trends N. 45° E. The openings south of this drift consist of shallow, caved cuts, and several drifts and crosscuts, one of which is 60 feet long. About 200 feet from the northeastern end of the workings is ~~a workings is~~ a crosscut that intersected pegmatite.

The mica gneiss foliation strikes N. 70° E. and dips steeply north-northwest to vertical. The pegmatite sill, which is 7 feet thick at the southwest end and 3 to 4 feet in average thickness, appears to fork at the northeastern end of the workings. One arm may be as much as 8 to 9 feet thick. The body is regular in shape and maintains a relatively uniform thickness for nearly 500 feet along the strike. According to Mr. Bryson, it is also unusually regular in shape and thickness down the dip. Pods of massive white quartz, as much as 7 inches in thickness, occur about a foot from the northern contact. The wall zone which is rich in kaolinized feldspar, contains flakes and books of muscovite. The mica is generally small in size and of poor quality. About one-half of the mica is green and badly mineral stained. The green mica exhibits "A" structure. The ruby mica is generally free of mineral stain and does not exhibit "A". All of the mica observed is bent and some is severely ruled. It would appear that very little mica of stockpiling grade can be recovered from this deposit, thus the application should be denied.

September 2, 1953

K. A. Teague, Geologist
U.S.G.S.

L. . Shirley, Mining Engineer
U. . S. M.

AUG 12 1953

600

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

Subject: Docket No. DMEA-3126 - Mica
E. L. Williams
Vance Bryson Mine
Jackson County, North Carolina

Dear Mr. Laurence:

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

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

Sincerely yours,

W. S. Martin

ACTING Chairman, Operating Committee

Approved:

J. H. Hedges

Member, Bureau of Mines

A. R. Kinkel, Jr.

Member, Geological Survey

Enclosures 4

JTRobertson:gad 8/11/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

600

AUG 12 1953

Mr. E. P. Williams

Cullowhee, North Carolina

Re: Docket No. DMMA-3126 - Mica
Vance Bryson Mine
Jackson County, North Carolina

Dear Mr. Williams:

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

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

Sincerely yours,

C. O. Mittendorf

Administrator

JTRobertson:gad 8/11/53

Copy to: Admr. R. File
Docket File
Field Team, Region VII
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, 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
AUG - 7 1953

August 7, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3126, Mica, Vance Bryson Mine, Jackson County North Carolina

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

/ Signed

W. F. Dietrich

IN REPLY REFER TO:

G-MD-CMM

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

RECEIVED
JUL 24 1953

July 23, 1953

Memorandum

REVIEW OF APPLICATION DMEA-3126 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: E. P. Williams, Cullowhee, North Carolina.
Name of property: Vance Bryson mine.
Location of property: ½ mile northeast of Cullowhee in Jackson County, North Carolina.
Estimated cost of project: $5,720.00
Summary of applicant's proposal:
1) Clean out old tunnel and extend it to mica vein.
Sources of information on applicant's property:
Colonial Mica Corporation Purchase Record.
Comments: According to Colonial Mica Corporation records, 15,12 lbs. of ruby mica was purchased for $90.72.
Applicant should submit plan of attack.
RECOMMENDATION:
Field Team referral.

Note to Field Team:

"Applicant has about four years of mica mining experience. Applicant is 66 years of age, but is exceptionally active, and can get around in the mountains better than most your men. Applicant will supervise project."

Don't let this young fellow wear you down!

D. M. Larrabee

Larrabee:jeh
G-7/23/53
cc: Director's reading 4212
Branch reading 4212
DMEA 3
Larrabee G-232 files

FILE COPY
SURNAME:

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

600

Houk
~~Hedges~~
~~Haigh~~
Selfridge

OCT - 5 1953

Mr. E. P. Williams

Cullowhee, North Carolina

Re: Docket No. D[illegible]-3126 - Mica
Vance Bryson Mine
Jackson County, North Carolina

Dear Mr. Williams:

Your application for aid for an exploration project and other data available to us in Washington concerning your application have been reviewed.

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

Careful study of all our information, although noting a small amount of mica on your property, indicates to us that the probability of disclosing minable ore reserves by your proposed program is not sufficiently promising to justify Government participation. We regret to advise you, under these circumstances, that your application for exploration assistance is denied.

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

Sincerely yours,

Frank E. Johnson

Acting Administrator

JTRobertson:gad 10/2/53
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C.B. 10-5-53

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

October 2, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing review of Docket No. DMEA-3126 - Mica
E. P. Williams
Vance Bryson Mine
A Denial. Jackson County, North Carolina

Property: The mine is in a loop of the Tuckasegee River 0.9 miles S. 40° E. of Cullowhee, Jackson County, North Carolina. The property is held under a lease agreement dated May 27, 1953, from the owners, H. E. Battle and wife, Annie Battle, et al.
Applicant: E. P. Williams, Cullowhee, N. C.
Amount requested: $5,720.00.
Contract: None. Application denied. Field Team Examination: A Field Examination Report by K. H. Teague, Geologist, and L. E. Shirley, Mining Engineer, recommends that the application for exploration aid be denied. The deposit was examined by the Field Team, Region VII, on August 24, 1953, and the indications were that the mica would be of poor quality.

Denial and closing. See copy of Administrator's letter of denial attached hereto.

Summary of Docket:

7/22/53	Received application Form MF-103. Included copy of mining lease and six copies of Form MF-203.
7/22/53	Report from Spruce Pine Mica Depot. Sample submitted is ruby mica.
7/22/53	Receipt of application acknowledged.
7/23/53	Memo from D. M. Larrabee, USGS, suggests a Field Team referral.
8/7/53	Memo from W. F. Dietrich, USBM suggests a Field Team referral.
8/24/53	Mine examined by K. H. Teague USGS, and L. E. Shirley, USBM.
9/8/53	Received Report of Examination by Field Team, Region VII. A denial of application is recommended.
9/14/53	Memo from Donald A. Brobst, USGS, concurs in denial of application.
9/15/53	Memo from W. F. Dietrich, USBM, concurs in denial of application.

Resume:

All of the mica observed is bent and some is severely ruled. It would appear that very little mica of stockpiling grade can be recovered from this deposit, thus the application should be denied.

Recommendation:

In view of the examining engineer's adverse report on the quality of mica which would be found at this deposit, the Nonmetallic Minerals Division recommends that the application be denied.

A copy of letter of denial is attached hereto.

FILE COPY
SURNAME:

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

600

October 2, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing review of Docket No. DMEA-3126 - Mica
E. P. Williams
Vance Bryson Mine
Jackson County, North Carolina

★ Denial.

Property: The mine is in a loop of the Tuckasegee River 0.9 miles S. 40° E. of Cullowhee, Jackson County, North Carolina. The property is held under a lease agreement dated May 27, 1953, from the owners, H. E. Battle and wife, Annie Battle, et al.
Applicant: E. P. Williams, Cullowhee, N. C.
Amount requested: $5,720.00.
Contract: None. Application denied. Field Team
Examination: A Field Examination Report by K. H. Teague, Geologist, and L. E. Shirley, Mining Engineer, recommends that the application for exploration aid be denied. The deposit was examined by the Field Team, Region VII, on August 24, 1953, and the indications were that the mica would be of poor quality.

Denial and closing. See copy of Administrator's letter of denial attached hereto.

Summary of Docket:

7/22/53	Received application Form MF-103. Included copy of mining lease and six copies of Form MF-203.
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8/7/53	Memo from W. F. Dietrich, USBM suggests a Field Team referral.
8/24/53	Mine examined by K. H. Teague USGS, and L. E. Shirley, USBM.
9/8/53	Received Report of Examination by Field Team, Region VII. A denial of application is recommended.
9/14/53	Memo from Donald A. Brobst, USGS, concurs in denial of application.
9/15/53	Memo from W. F. Dietrich, USBM, concurs in denial of application.

R.C.G. 10-5-53

Resume:

All of the mica observed is bent and some is severely ruled. It would appear that very little mica of stockpiling grade can be recovered from this deposit, thus the application should be denied.

Recommendation:

In view of the examining engineer's adverse report on the quality of mica which would be found at this deposit, the Nonmetallic Minerals Division recommends that the application be denied.

A copy of letter of denial is attached hereto.

JTRobertson:gad 10/2/53

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

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 16 1953

September 15, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3126, Mica, Vance Bryson Mine, E. P. Williams
Cullohee, North Carolina

I concur in the field team's recommendation to deny subject application on the basis that the mica is non-strategic quality mica.

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.

September 14, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-3126 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: Donald A. Brobst, U. S. Geological Survey
Applicant: E.P. Williams, Cullowhee, North Carolina.
Name of property: Vance Bryson Mine.
Location of property: 0.9 miles south 40° east of Cullowhee, Jackson County, North Carolina.
Date of field team report: September 2, 1953.
Authorship of field team report: K. H. Teague and L. E. Shirley.
Field team's recommendation: Denial.
Comments: Mica not of stockpile grade.
ACTION SUGGESTED: Follow field team's recommendation.

Donald A. Brobst

Donald A. Brobst

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

DEPARTMENT OF THE INTERIOR
SEP 8 - 1953

September 4, 1953

Memorandum

To: Chairman, Operating Committee, DMEA - Washington

From: Acting Executive Officer, DMEA - Region 7

Subject: Field Examination Reports.

Transmitted herewith are four copies each of the following reports:

DMEA - 3104, Dolph Hensley Mine (mica) T. A. Briggs

DMEA-2960, Rogers Mine (mica) Rogers

DMEA-3126, Vance Bryson Mine (mica) William

The Field Team is in agreement on the denial of the above listed examinations.

Wm. A. Beck
Wm. A. Beck
Acting Executive Officer
DMEA-Region 7

Benjamin Gildersleeve
Benjamin Gildersleeve
U. S. Geological Survey

zm

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 8 - 1953
10/5/53

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

DMEA-3126, VANCE BRYSON MINE
Mica
Cullhowee, North Carolina

By

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

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

September 2, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 8 - 1953

Field Examination Report
on
DMEA-3126, Vance Bryson Mine (mica) -

Applicant: E. P. Williams, Cullohee, North Carolina

Mica observed around the various openings is in general of poor quality and not very abundant. Also the applicant is not physically competent to supervise an exploration project. The examiners recommend that the application be denied because of the improbability of discovering a worthwhile deposit of strategic mica.

The deposit was examined August 24, 1953. Mr. E. P. Williams accompanied the examiners on the inspection which required two hours.

The C. Vance Bryson Mine is in a loop of the Tuckasegee River 0.9 miles S. 40° E. of Cullowhee. It is owned by Mr. Bryson who worked it intermittently from about 1910. A Mr. Lewis mined it for a short time, and the most recent work was done by a Mr. Ward in 1941. The workings extend for 500 feet N. 60° E. At the northeastern end is a 25-foot drift which trends N. 45° E. The openings south of this drift consist of shallow, caved cuts, and several drifts and crosscuts, one of which is 60 feet long. About 200 feet from the northeastern end of the workings is ~~a workings is~~ a crosscut that intersected pegmatite.

The mica gneiss foliation strikes N. 70° E. and dips steeply north-northwest to vertical. The pegmatite sill, which is 7 feet thick at the southwest end and 3 to 4 feet in average thickness, appears to fork at the northeastern end of the workings. One arm may be as much as 8 to 9 feet thick. The body is regular in shape and maintains a relatively uniform thickness for nearly 500 feet along the strike. According to Mr. Bryson, it is also unusually regular in shape and thickness down the dip. Pods of massive white quartz, as much as 7 inches in thickness, occur about a foot from the northern contact. The wall zone which is rich in kaolinized feldspar, contains flakes and books of muscovite. The mica is generally small in size and of poor quality. About one-half of the mica is green and badly mineral stained. The green mica exhibits "A" structure. The ruby mica is generally free of mineral stain and does not exhibit "A". All of the mica observed is bent and some is severely ruled. It would appear that very little mica of stockpiling grade can be recovered from this deposit, thus the application should be denied.

September 2, 1953

K. H. Teague, Geologist
U.S.G.S.

L. E. Shirley, Mining Engineer
U. S. B. M.

zm

FILE COPY
SURNAME: JB

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

600

Robertson
Houk
Martin
Hedges
Tannehill
Selfridge.

AUG 12 1953

Mr. E. P. Williams

Cullowhee, North Carolina

Re: Docket No. DMEA-3126 - Mica
Vance Bryson Mine
Jackson County, North Carolina

Dear Mr. Williams:

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

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

Sincerely yours,

C. O. Mittendorf (fw)

Administrator

JTRobertson:gad 8/11/53

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

R.C.G.
8-12-53

FILE COPY
SURNAME: B

Robertson
Houk
Martin
Selfridge

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

AUG 12 1953

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

Subject: Docket No. DMEA-3126 - Mica
E. [illegible] Williams
Vance Bryson Mine
Jackson County, North Carolina

Dear Mr. Laurence:

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

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

Sincerely yours,

W. S. Martin
ES

ACTING Chairman, Operating Committee

Approved:

J. H. Hedges
ES
Member, Bureau of Mines

A. R. Kinkel, Jr.
ES
Member, Geological Survey

Enclosures 4

JTRobertson:gad 8/11/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C.H.
8-12-53

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 7 1953

August 7, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3126, Mica, Vance Bryson Mine, Jackson County North Carolina

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

W. F. Dietrich

W. F. Dietrich

Williams, E.P.

IN REPLY REFER TO:

G-MD-CNM

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUL 24 1953

July 23, 1953

Memorandum

REVIEW OF APPLICATION DMEA-3126 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: E. P. Williams, Cullowhee, North Carolina.
Name of property: Vance Bryson mine.
Location of property: ½ mile northeast of Cullowhee in Jackson County, North Carolina.
Estimated cost of project: $5,720.00
Summary of applicant's proposal:
1) Clean out old tunnel and extend it to mica vein.
Sources of information on applicant's property:
Colonial Mica Corporation Purchase Record.
Comments: According to Colonial Mica Corporation records, 15,12 lbs. of ruby mica was purchased for $90.72.
Applicant should submit plan of attack.

RECOMMENDATION:
Field Team referral.

Note to Field Team:

"Applicant has about four years of mica mining experience. Applicant is 86 years of age, but is exceptionally active, and can get around in the mountains better than most your men. Applicant will supervise project."

Don't let this young fellow wear you down!

D. M. Larrabee

D. M. Larrabee

Mr. E. P. Williams
Cullowhee, North Carolina

July 22, 1953

Subject: DMEA-3126
Re: Exploration Assistance
Vance Bryson Mines

My dear Mr. Williams

The receipt of your application dated 7/16/53 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3126 and referred to the Nonmetallic Minerals Division.

Kindly refer to in any future correspondence relating to your application.

Sincerely yours,

/S/ ROBERT E. ADAMS
Robert E. Adams
Chief, Operations Control
and Statistics Division

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

July 22, 1953

Memorandum

To: Executive Officer, DMEA Field Team, Region VII

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number DMEA-3126

There is listed below the assigned docket number to an application recently received from Region VII.

DMEA 3126 Williams, E. P.

/s/ ROBERT E. ADAMS

Robert E. Adams
Chief, Operation's Control
and Statistics Division

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

July 20, 1953

Memorandum

To: Chairman, Operating Committee, DMEA- Washington

From: Executive Officer, DMEA - Region 7

Subject: Application- E. P. Williams, Cullowhee, N. C. (mica)

Transmitted herewith are three copies of the above subject application. One copy was retained by this office.

Robert A. Laurence
Robert A. Laurence

zm

Spruce Pine, North Carolina

May 14, 1953

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

Dear Mr. Laurence:

Replying to your letter of May 13, we are pleased to advise that the sample of mica you enclosed with this inquiry, if properly prepared, will be acceptable on the government's mica purchasing program.

As stated in your letter, this mica is submitted by Mr. E. P. Williams of Cullowhee, North Carolina who plans to apply for DMEA assistance.

We find this mica to be ruby variety and a very good quality.

Yours very truly,

W. S. Flynt, Superintendent
Spruce Pine Mica Depot

WSF/rr

✓cc: Mr. E. P. Williams

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 - 3126
Metal or Mineral
Date Received 7 - 22 - 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: E. P. Williams, E. P. Williams
Cullowhee, N. C. Cullowhee, 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 See attached lease (copy)
~~See attached lease (copy)~~

(*b*) State any mine name by which the property is known. Vance Bryson Mine
Vance Bryson Mine

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

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

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

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

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

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

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

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

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

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

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

(*c*) The work will start within 30 days and be completed within 6 months from the date of an exploration project contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Money ☐ Use of equipment owned by you ☒ Other (Supervision of project)

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 16 July 1953, 195__

E. P. Williams
(Applicant)

By

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

4. Mine about ½ mile Northeast of Cullowhee, North Carolina. Mine has not been worked for 30 years. Vein not exposed, and old openings (shafts, pits, and tunnels) are caved. Vein runs to the Northeast. Amount of pas production unknown. Access is good. Labor available locally. Materials, supplies, etc available at Sylva or Asheville, North Carolina.

5. (c) Clean out old caved tunnel and extend same to mica vein.

(d) Applicant has about four years of mica mining experience. Applicant is 86 years of age, but is exceptionally active, and can get around in the mountains better than most your men. Applicant will supervise project.

6.	(a)	Bulldozing, 20 hours	n	@ 12.00	$240.00
	(b)	Supervision (four months)			$960.00
		Labor (3 men- 4 months)			$2720.00
	(c)	Compressor rental (4 months)			$800.00
		Tools			$300.00
	(e)	None			
	(f)	Tool house			$200.00
	(g)	Insurance, Social Security			$500.00
		TOTAL COST			$5720.00

MF-203

OWNER'S CONSENT TO LIEN

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

BEGINNING at a stake in the center of North Carolina Highway 107 in Dicks Gap, and runs in a Northwest direction with the Vance Bryson line and with heighth of the ridge to the S.W. corner of Bob Bryson & H. E. Battle tract; Thence in a Southeast direction to Tuckaseigee Rover; thence up Tuckaseigee River as it meanders to a stake in center of N.C. Highway 107; thence with center of said N.C. Highway 107 in a Northwest direction to the point of BEGINNING, containing 100 acres, more or less.

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

2/ E. P. Williams

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other 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 to enter into same, undertakes and agrees as follows:

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ _____, or ten years have elapsed from the date of the 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 said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Dated this 11th day of June, 1953.

H E Battle [Seal]

Mrs Annie Battle [Seal]

Ben H Battle [Seal]

Mrs. Murrell Battle (Seal)

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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 six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

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

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent 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) per cent 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) per cent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) per cent.)

(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, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

(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.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

MF-203

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

2/ E. P. Williams

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WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

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Dated this 11th day of June, 1953.

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Mrs Annie Battle [Seal]

Ben H Battle [Seal]

Mrs. Murrell Battle (Seal)

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MF-203

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2/ D. P. Williams

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Dated this 11th day of June, 1953.

H E Battle [Seal]

Mrs Annie Battle [Seal]

Ben H Battle [Seal]

Mrs. Murrell Battle (Seal)

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(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent 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) per cent 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) per cent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) per cent.)

(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, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

(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.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

MF-203

OWNER'S CONSENT TO LIEN

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

BEGINNING at a stake in the center of North Carolina Highway 107 in Dicks Gap, and runs in a Northwest direction with the Vance Bryson line and with height of the ridge to the S.W. corner of Bob Bryson O.H. B. Battle tract; thence in a Southeast direction to Tuckaseigee River; thence up Tuckaseigee River as it meanders to a stake in center of N.C. Highway 107; thence with center of said N.C. Highway 107 in a Northeast direction to the point of BEGINNING, containing 100 acres, more or less.

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

2/ B. P. Williams

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other 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 to enter into same, undertakes and agrees as follows:

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ _____, or ten years have elapsed from the date of the 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 said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Dated this 11th day of June, 1953.

H G Battle [Seal]

Mrs Annie Battle [Seal]

Ben H Battle [Seal]

Mrs. Maurell Battle [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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 six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

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

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent 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) per cent of such net amounts.

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MF-203

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2/ D. B. Williams

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other 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 to enter into same, undertakes and agrees as follows:

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Dated this 11th day of June, 1953.

H. G. Battle [Seal]

Mrs Annie Battle [Seal]

Ben H. Battle [Seal]

Mrs Murrell Battle (Seal)

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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

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hereinafter called the "Operator"; and

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Dated this 11th day of June, 1953.

H E Battle [Seal]

Mrs Annie Battle [Seal]

Ben H Battle [Seal]

Mrs Maxwell Battle (Seal)

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NORTH CAROLINA,
JACKSON COUNTY.

THIS LEASE AGREEMENT, made and entered into this the 27th day of May, 1953, by and between H. E. BATTLE and wife, ANNIE BATTLE and BEN BATTLE and wife, MURRELL BATTLE, of Jackson County, North Carolina, parties of the first part and E. P. WILLIAMS, of Jackson County, North Carolina, party of the second part:

WITNESSETH: That subject to the terms and conditions hereinafter set forth, and in consideration of the premises and the sum of One ($1.00) Dollar mutually paid by the parties hereto each to the other, said parties of the first part do hereby lease unto said party of the second part, and said party of the second part does hereby accept the exclusive right and privilege to mine, dig, extract, mill, process and remove all mica now in, under or upon, a certain tract or parcel of land lying and being in Cullowhee Township, Jackson County, North Carolina, and more particularly described as follows:

> BEGINNING at a stake in the center of North Carolina Highway Number 107, in Dick's Gap, and runs in a Northeast direction with the Vance Bryson line and with the heighth of the ridge to the Southwest corner of the Bob Bryson and H. E. Battle tract; thence in a Southeast direction to the Tuckaseigee River; thance up and with said Tuckaseigee River as it meanders to a stake in the center of N. C. Highway Number 107 at the Wike Bridge; thence with the center of said N. C. Highway Number 107 in a Northwest direction to the point of BEGINNING, containing 100 acres, more or less, and BEING the same land purchased by the parties of the first part from the Bryson Heirs.

The terms and conditions of this lease are as follows:

Unless sooner terminated, as herein provided, this lease shall exist and continue until the 31 day of May, 1958.

It is understood and agreed that the party of the second part shall commence mining operations on or before August 1, 1953, and shall keep the mine in continuous operation for the duration of this lease. If for any reason the mine is not operated for a period of as much as sixty consecutive

days, after August 1, 1953, then this lease shall be terminated, upon notice from the parties of the first part to the party of the second part.

As rental, the said party of the second part shall pay to the parties of the first part a royalty of ten per cent (10%) of the gross sales price of all mica removed from said land; said royalty to be paid on or before the 15th day of each calander month hereafter for the mica mined and sold during the preceeding calander month.

Said party of the second part will sell all mica taken from the aforesaid land to the Government of the United States, its agencies or assigns at Spruce Pine, North Carolina, and the parties of the first part shall be furnished with an itemized statement of each sale thereof.

The party of the second part shall keep a correct and itemized record of all operations and transactions under this lease and such records may at any time be inspected by said parties of the first part.

So long as this lease remains in full force and effect said party of the second part shall have the right to use the surface of the lands whereon any mine is located as aforesaid for mining purposes, with the additional privilege to use the nearest timber and water as is necessary for carrying on said mining operations and said party of the second part hereby covenants and agrees not to make any waste in mining operations and to carry out said operations in a true and workmanlike manner.

Said party of the second part shall have a right of way across the lands of the parties of the first part to the nearest available water supply necessary to be used in said mining operations together with a right-of-way of a road from said mine or mines to the public road.

It is understood and agreed, however, that the rights as above set out shall be restricted by and shall extend no further than, the rights which the said parties of the first part have in and to the above described lands.

IN WITNESS WHEREOF, said parties, both the parties of the first part and the party of the second part, have hereunto set their hands and seals on

this the day and year first above written.

H E Battle (SEAL)
Mrs Annie Battle (SEAL)
Ben Battle (SEAL)
Mrs. Murrell Battle (SEAL)
Parties of the first part
E. P. Williams (SEAL)
Party of the second part.

NORTH CAROLINA,
JACKSON COUNTY.

I, Nannie McQueed, a Notary Public of Jackson County, North Carolina, do hereby certify that H. E. Battle and wife, Annie Battle and Ben Battle and wife, Murrell Battle and E. P. Williams, each personally appeared before me this day and acknowledged the due execution by them of the foregoing Lease Agreement, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the 11th day of June, 1953.

Nannie McQueed
Notary Public.

My Commission Expires:
Sept. 8, 1954

ROME