DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 3356

DO NOT DETACH THIS SLIP

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

This document has been recorded as

Exploration Assistance

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

Cys to USBM, USGS, & Reg.

Routing Slip

To:	600	Date	5/18/54
To:	Mr. Anderson	Date	5/20/54
To:	Oper Com	Date	6-14-54
To:	Oper Com	Date	7-9-54
To:	Oper Com	Date	7-27-54
To:	600	Date	7-28
To:	Oper Com	Date	8-13-54
To:	220	Date	10-18-54
To:		Date	
To:		Date	
To:		Date	
To:		Date	
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To:		Date	

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CONTROLLED DOCUMENT

Docket copy

MF-200A
(Revised June 1954)

Docket No. DMEA [illegible]

Commodity [illegible]

Contract No. Idm-E 711

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
EXPLORATION PROJECT CONTRACT[1]
(Short Form)

It is agreed this 21st day of September, 1954 between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and [2] [illegible],

whose mailing address is [illegible],

hereinafter called the "Operator," as follows:

ARTICLE 1. *This contract* is entered into under the authority of the Defense Production Act of 1950, as amended. It consists of this form (MF-200A), the attached Exhibit "A," Annex I, and [illegible]

The Operator shall not transfer or assign this contract or any right thereunder without the written consent of the Government.

ARTICLE 2. *Operator's property rights.*—(a) The land which is the subject of this contract (hereinafter called "the land") is in the State of North Carolina, County of Mitchell, and is described in Annex I.[3]

(b) The Operator represents and undertakes that:

(1) The Operator is the [4] lessee of [5] the mineral rights in the land, in possession and entitled to possession for all of the purposes of this contract, under and by virtue of a [6] lease, [7] [illegible] recorded in Book [illegible], page [illegible], official records of said County; and

(2) The Operator's right, title, or interest (whether as owner, lessee, or otherwise) is subject only to the following claims, liens, or encumbrances: none.

(c) The Subordination Agreement of the holder of any claim, lien, or encumbrance listed above, and (if the Operator does not hold the legal title) the Consent to Lien of any holder of the legal title of the land (lessor, seller, optionor, etc.), are attached, as follows: [illegible] Consent to lien signed by the seven lessors

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] Insert name, and if an organization, its nature (corporation and place of incorporation, partnership with names of partners, etc.).
[3] State on a separate sheet marked "Annex I" the legal description or enough to identify the property, particularly excluding any areas from which the production is not to be subject to the Government's percentage royalty.
[4] Insert "owner," "lessee," "contract purchaser," "locator," etc.
[5] Insert "the entire interest," "the mineral rights," "an undivided one-third," etc.
[6] Insert "deed," "lease," "contract," "location notice," "patent," etc.
[7] If not recorded, so indicate by inserting "un."

16—70618-1

(d) The Operator shall preserve and maintain his right, title, and interest in the land and his right to the possession thereof for the purposes of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract. Until the lapse of the time within which the Government may make a certification of discovery or development without any such certification having been made, and after any such certification has been made, the Operator shall neither transfer, convey, nor surrender the land nor any right, title, or interest therein, nor permit nor suffer any claim, lien, or encumbrance thereon, without expressly referring to and providing in the instrument of conveyance, lien, or encumbrance for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof. If the Government makes no certification of discovery or development within the time limited in Article 7, it shall thereafter have no claim against the land or any production therefrom except for any production referred to in Article 7(b)(1).

ARTICLE 3. *The exploration project.*—The project is a search for indicated or undeveloped deposits of ..... The work to be performed is described in Exhibit "A." The Operator on or before ..... shall commence the work, and on or before ..... (unless the Operator's obligation to complete the work is terminated—see Article 8) shall complete the work.

ARTICLE 4. *Performance of the work.*—(a) *Operator's responsibility.*—The work shall be performed with reasonable diligence, efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for liability insurance covering employment; and with suitable and adequate equipment, facilities, materials, supplies, and labor, to bring it to completion within the time fixed.

(b) *Government may inspect.*—The Operator shall consult with and inform the Government on all phases of the work as it progresses. The Government may enter at all reasonable times to inspect the work under the contract, and also after a certification of discovery or development to inspect production operations and underground workings. The operator shall provide the Government with all reasonable means of access for such inspections.

ARTICLE 5. *Contribution by the Government.*—A fixed cost for each unit of work to be performed (per foot of drifting, per foot of drilling, per hour of operations, etc.) is hereby agreed upon, and is set forth in Exhibit "A" in connection with the estimated total cost of the project in the sum of $..... The Government will contribute ..... percent of the fixed unit costs as work is performed, in a total sum not in excess of $.....: *Provided,* That until the Operator has rendered to the Government his final report, and any final 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 10 percent of the estimated total cost of the work. The Government will make its contribution on the basis of the monthly vouchers referred to in Article 6(b), but all payments by the Government are provisional only, subject to audit, until the account between the Operator and the Government is finally audited and settled. To the extent that excesses over fixed unit costs or any excess over the estimated total cost may be necessary for the performance of the work, the Operator shall incur and pay such excesses for his own account without contribution by the Government. The Government may make payments directly to independent contractors and suppliers for the account of the Operator rather than to the Operator.

ARTICLE 6. *Reports, accounts, audits.*—(a) *Operator's records.*—The Operator shall keep suitable records and accounts of the units of work performed and of any production in which the Government may have an interest; and shall preserve those with respect to work performed for at least three years after final payment by the Government, and those with respect to production for at least three years after any obligation to pay royalties to the Government has terminated. The Government may inspect and audit said records and accounts at any time, either by itself or by a certified public accountant. The Comptroller General of the United States or his representative, until the expiration of said three-year periods, shall have access to and the right to examine any pertinent books, documents, papers, and records of the Operator. All of the Operator's vouchers and records and accounts relating thereto and the Government's payments thereof remain subject to adjustment until final audit by the Government.

(b) *Progress reports and vouchers.*—The Operator shall provide the Government with five copies of monthly progress reports in three sections as follows: (1) Operator's Monthly Report and Voucher showing a detailed statement of units of work performed during the reporting period; (2) Operator's Unit Cost and Progress Report showing the various types of work performed during the reporting period and the fixed unit costs incurred for each type of work; and (3) a Narrative Report of the work

performed during the reporting period including adequate engineering-geological maps or sketches, drill hole logs and locations, and assay reports on samples taken concurrently with advance in mineralized ground. (Forms for reporting under (1) and (2) above will be provided by the Government.)

(c) *Final report.*—Upon completion of the work or termination of the Government's obligation to contribute to costs, the Operator shall furnish the Government with five copies of a final report (in addition to the final progress report and voucher). This final report shall include a geological and engineering evaluation of the results of the work performed under the contract with an estimate of the ore reserves resulting from such work, complete assay data, adequate geological and engineering maps or sketches, and a summary of the work performed and the unit costs thereof.

(d) *Report of sales.*—The Operator shall provide the Government with suitable accounting and documentary evidence covering all production to which the Government's percentage royalty relates, such as copies of smelter or concentrator settlement sheets, and certified accounts of production and sale or other disposition of production.

(e) *Compliance with requirements.*—If in the opinion of the Government any of the Operator's reports, records, or accounts are insufficient or incomplete, or if the Operator fails to make them, the Government may procure the making or completion of such with suitable attachments as an expense of the work to which the Operator shall contribute. The Government may withhold approval and payment of any vouchers relating to insufficient or incomplete reports, records or accounts.

ARTICLE 7. *Repayment by Operator.*—(a) *Certification.*—If the Government considers that a discovery or development from which production may be made has resulted from the work, the Government, at any time not later than six months after a sufficient final report and final account (see Article 6) has been rendered, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

(b) *Royalty on production.*—The Operator, as principal if the Operator is the producer, or as surety if the Operator is not the producer, shall pay to the Government a royalty on all minerals mined or produced from the land, 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, or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first; or (2) if the Government makes a certification of discovery or development, within a period of ten years from the date of the contract, or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first.

(c) *Basis for computation.*—The Government's royalty shall be a percentage of the gross proceeds (including any bonuses, premiums, allowances, or other benefits) from the production sold, in the form sold (ore, concentrates, metal, or equivalent), at the point of delivery (the f. o. b. point); *except,* that charges of *the buyer* arising in the regular course of business, and shown as deductions on the buyer's settlement sheets, on account of the cost of treatment processes performed by *the buyer,* sampling and assaying to determine the value of the production sold, and freight paid by *the buyer* to a carrier (not the Operator), shall be allowed as deductions in arriving at the "gross proceeds" as that term is used herein. Any costs of treatment processes, sampling or assaying, or transportation, performed or paid by the Operator or by anyone other than the buyer, are not deductible in arriving at the "gross proceeds" as that term is here used. The term "treatment processes," as here used, means those processes (such as milling, concentrating, smelting, refining, or equivalent) applied to the crude ore or other production after it is extracted from the ground, to put it into a commercially marketable form; excluding fabricating or manufacturing.

(d) *Unsold production.*—If any production (ore, concentrates, metal, or equivalent), after the lapse of six months from the date the ore was extracted from the ground, remains neither sold nor used by the Operator in integrated manufacturing or fabricating operations (for instance, if it is stockpiled), the Government, at its option, as long as it so remains, may require the computation and payment of its royalty on the value of such production in the form (ore, concentrates, metal, or equivalent) it is in when the Government elects to require computation and payment. If any production is used by the Operator in integrated manufacturing or fabricating operations before the Government makes its election, the Government's royalty on such production shall be computed on the value thereof in the form in which and at the time when it is so used. "Value" as here used means what is or would be gross income from mining operations for percentage depletion purposes in Federal income tax determination, or the market value, whichever is greater.

(e) *Percentages of royalty.*—The percentages of the Government's royalty shall be as follows:

One and one-half (1½) percent of amounts ("gross proceeds" or "value") not in excess of eight dollars ($8.00) per ton of production in the form in which sold, held, or used, plus one-half (½) percent for each additional full fifty cents ($0.50) by which such amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such amounts.

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

(f) *Time for computation and payment.*—The Government's royalty shall be computed and paid currently upon each lot sold, held, or used in integrated operations, as the case may be, as above provided in this article.

(g) *Lien for payment.*—To secure the payment of its percentage royalty, there is hereby granted to the Government a lien upon the land or the Operator's interest in the land and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(h) *Notice to purchasers.*—The Operator shall give notice of the Government's claim for royalty to any purchaser of the production, and shall authorize and direct such purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets. If the records of any production and sales or other disposition of production, whether the production is by the Operator or by others, are not made available to the Government, the amount of the royalty may be estimated by the Administrator, Defense Minerals Exploration Administration, or his successor, and his estimate thereof shall be final and binding upon the Operator.

(i) *No obligation to produce.*—Nothing in this contract is to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any production operations.

(j) *Government not obligated to buy.*—Nothing in this contract shall be construed as imposing any obligation on the Government to purchase any minerals mined or produced from the land.

ARTICLE 8. *Termination of the Government's obligations.*—(a) If in the opinion of the Government operations at any time have failed to achieve anticipated results that indicate the probability of making a worthwhile discovery, and in the opinion of the Government further operations are not justified, the Government may give the Operator written notice thereof, and thereupon the Government shall be free of all obligation to pay on account of units of work not then performed, and the Operator shall be free of all further obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting.

(b) If in the opinion of the Government the Operator is in any manner in default under the terms of the contract, the Government may give the Operator written notice of such default with a specification of reasonable time within which the default must be cured; and if the Operator fails to cure such default as required, thereupon the Government shall be relieved of all obligation to pay on account of units of work not performed when the notice was given, and the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting. The remedy provided for the Government in this paragraph "(b)" is in addition to any other remedy provided in this contract, and in addition to any other remedy the law may provide for breach of contract.

(c) The giving of any notice by the Government under the provisions of this Article 8 shall not affect the Government's rights as provided for in the contract with respect to a percentage royalty, and such rights shall be fully preserved.

ARTICLE 9. *Notices to be given by the Government* may be delivered to the Operator, or may be sent by registered mail addressed to the Operator at his mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 10. *Officials not to benefit.*—No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 11. *Changes and added provisions.*—

Executed in sextuplicate the day and year first above written.

[redacted]

(Operator)

By Jester Boone [redacted]

By Howard Boone [redacted]

THE UNITED STATES OF AMERICA

By Frank E. Johnson

ACTING [redacted]

Hoffman Selfridge.

Hook

Anderson

Chevalier

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—70618-1

6

EXPLORATION PROJECT CONTRACT
JETER AND HOWARD BOONE
DOCKET NO. LMEA-3356

ANNEX I

The land referred to in Article 2 of the contract form is known as the Doc Thomas Mine and was leased for mining purposes to Jeter Boone and Howard Boone for a period of five years by Thad Thomas, Howard Thomas, Mrs. Carl Gunter, Homer Thomas, Paul R. Thomas, Mrs. Aude Ellis and Mrs. D. M. Thomas, in an instrument dated May 13, 1954. It is located in Mitchell County, North Carolina, on the north side of Bandana Hollow, 1500 feet northwest of Bandana Post Office, and is described in the lease as follows:

> "Beginning at the center of the mine and running N. 250 feet, thence west 250 feet, thence south 500 feet, thence east 500 feet, thence north 500 feet, thence west 250 feet, to beginning."

EXPLORATION PROJECT CONTRACT
JETER AND HOWARD BOONE
DOCKET NO. DMEA-3356

EXHIBIT "A"

Description of the Work

Exploration for concentrations of strategic mica shall be accomplished in the area indicated on the attached map entitled "Sketch of Doc Thomas Kine, Mitchell Co., N. C. DMEA-3356," as follows:

(1) Construct: a toolhouse, 10 feet by 12 feet, a powder magazine, and an exploder magazine. The powder and storage magazines shall be of adequate sizes for storage purposes.

(2) Construct a standard, rigid, A style headframe with a rigid sheave wheel.

(3) Rehabilitate and timber the existing shaft.

(4) Extend the existing shaft an additional 55 feet with two compartments, to an overall depth of 115 feet.

(5) From the bottom of the shaft, explore the pegmatite by driving not more than 75 feet of drifts and/or crosscuts.

The deepened portion of the shaft, and the drifts and/or crosscuts, shall be timbered as necessary and shall have cross-sectional dimensions of not less than 5 feet by 7 feet in the clear of timber.

The location, inclination, direction and extent of all work are subject to the approval of the Government.

Fixed Unit Costs

Constructing - Toolhouse 1/	$ 75.00
Powder magazine 1/	25.00
Exploder magazine 1/	13.00
Erecting - headframe 1/	400.00
Rehabilitating 60 feet of shaft @ $8.50/ft.	510.00
Sinking 55 feet of 2 compartment shaft @ $45.00/ft.	2,475.00
Driving 75 feet of drifts and/or crosscuts @ $30.00/ft.	2,250.00
Estimated total cost of project	$5,748.00

Government participation @ 75% $4,311.00

1/ The completed work constitutes the unit.

MF-203
(Revised July 1, 1954)

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 Mitchell, described as follows:1/

A certain mica mine known as the Doc Thomas Mine, located at Bandana in Mitchell County, N. C. Beginning at the center of the mine and running N. 250', thence West 250', thence South 500', thence East 500', thence North 500', thence West 250' to the beginning.

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/ John Boone and Howard Boone
D/b/a Doc Thomas Mines

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

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

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

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

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.

(OVER)

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

4. Changes and added provisions _____

_____

_____

_____

Dated this 6th day of October, 1956.

Mrs Carl Hunter [Seal] Spruce Pine. N.C.
Thad Thomas [Seal] Bostwick N.C
Mrs Aude Ellis. [Seal] Bakersville. N.C.
Mrs O. M. Thomas. Bandana. N.C.
Homer Thomas. 3907. Grack Dr. Columbus. Ga.
Howard Thomas Spruce Pine. N.C.
Paul Thomas Rt. 1, Lake City, Tenn.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 26 1955

INTERIM REPORT

DMEA-3356, Idm-E711, (mica) DOC THOMAS MINE

Operator: Jeter and Howard Boone, Ptners. R#3, Bakersville, N. C.

Location: On the north side of Bandana Hollow, 1500 feet northwest of Bandana Post Office, Mitchell County, N. C.

Shaft sinking continues on this contract and coupled with rehabilitation now totals 104 feet. The Operator was advised to continue sinking to a total depth of 115 feet. Pegmatite material in the form of thick pods or lenses was observed on the northwest and southeast sides of the shaft. Very little mica has been obtained from material encountered to date.

Guides for a crosshead have been installed to near bottom and will continue to depth. The mine foreman is pleased with efficiency and speed of this hoisting arrangement. Progress on this contract is satisfactory.

Examined: January 5, 1955.

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

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

B

DOCKET COPY
Surname:
Anderson
Houk
Chappelear
Selfridge
Johnson

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

JUL 3 - 1956

Doc Thomas Miners
c/o Mr. Howard Boone
Route #3
Bakersville, North Carolina

Re: Docket No. DMEA-3356-mica
Doc Thomas Miners
Howard and Jeter Boone
Doc Thomas Mine
Mitchell County, North Carolina
Contract No. Idm-8711

Gentlemen:

Reference is made to your completed exploration contract with the Government.

We sincerely regret that the work performed did not result in a certification of discovery or development under the provisions of the contract. In the absence of such certification, the Government retains no claim or lien against the property subject to the contract or any future production therefrom. We, therefore, are closing our books and records on this project. Your attention, however, is called to the provisions of the contract which require the operator to keep and preserve certain records for the period indicated.

Your interest in the DMEA exploration program and participation therein are fully appreciated.

Sincerely yours,

C. O. Mittendorf (for)

Administrator

WCAnderson:ms 6/28/56
Copy to: Docket
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Anderson
Admr. R. File

Copies to landowners:
Mrs. Carl Gunter
Mr. Thad Thomas
Mrs. Aude Ellis
Mrs. D. M. Thomas
Mr. Homer Thomas
Mr. Howard Thomas
Mr. Paul Thomas

R.C.L.

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

DOCKET COPY
Surname:
Anderson
Hoyt
Chamberlin
Selfridge
Johnson

JUL 3 - 1956

Mrs. Carl Gunter

Spruce Pine, North Carolina

Re: Docket No. DMEA-3356-mica
Doc Thomas Miners
Howard and Jeter Boone
Doc Thomas Mine
Mitchell County, North Carolina
Contract No. Idm-E711

Dear Mrs. Gunter:

Reference is made to the Owner's Consent to Lien which you executed on October 4, 1954, in connection with the DMEA contract for an exploration project on your property located in Mitchell County, North Carolina.

For your information, there is enclosed a copy of our letter of this date to Doc Thomas Miners (Howard and Jeter Boone), advising that the Government retains no claim or lien against the property described in the contract or on any future production therefrom.

Sincerely yours,

G. O. Mittendorf

Administrator

Enclosure

WCAnderson:ms 6/28/56
Copy to: Docket
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Anderson
Admr. R. File

Copies to remaining landowners:
Mr. Thad Thomas
Mrs. Aude Ellis
Mrs. D. M. Thomas
Mr. Homer Thomas
Mr. Howard Thomas
Mr. Paul Thomas

R.S.L.

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

June 29, 1956

Project Summary Report

By: Walter C. Anderson

1. Docket No. DMEA-3356-mica
Contract No. Idm-E711
Doc Thomas Mine
Mitchell County, North Carolina

Operators: Howard and Jeter Boone, Partners
Route #3
Bakersville, North Carolina
Application: Form MF-103(April,1952) received May 18, 1954
Work proposed:
Bulldoze access road, rehabilitate 70 feet of shaft, deepen shaft 34 feet and 100 feet of drifts.
Amount requested:
$7,460.00
Operators' Property Rights:
Lease for five years dated May 13, 1954.
Owner's Consent to Lien dated October 4, 1954.

2. Contract: Form MF-200A(June, 1954) dated September 21, 1954.
Work authorized:

Construction - toolhouse, powder and exploder magazines	$ 113.00
Erecting headframe	400.00
60 feet of shaft rehabilitation @ $8.50/ft.	510.00
55 feet of shaft @ $45.00/ft.	2,475.00
75 feet of drifts and/or crosscuts @ $30.00/ft.	2,250.00
Estimated total cost of project	$5,748.00
Government participation @ 75%	$4,311.00

Amendments: None
Work completed:
same as authorized

Work began on October 18, 1954 and completed March 17, 1955.
Field Team final report received April 29, 1955
Operators' final report received April 29, 1955
About 1500 pounds "mine-run" mica of unknown value produced during project. Operators report that sale to U. S. Government Depot could not be made because of poor quality.
No equipment purchased under the contract.

3. Audit — Report of Review issued March 29, 1955

Accepted Cost	$5,748.00
Government participation	$4,311.00

4. Certification of Discovery - none issued

5. Comments:

How conducted:

All work in which the Government participated was acceptable and conducted efficiently.

Operation:

very good

Engineering:

reporting by operator was satisfactory.

Geological premise:

The premise that the pegmatite would become richer in mica with depth, similar to adjacent Sinkhole Mine, did not materialize since the mica reserves are neglible and mica found was of very poor quality.

Geological Criteria upon which work was based:

1. Weathered,unzoned pegmatite 14 feet thick, lean in mica.
2. Mica - ruby colored, hard, clear, generally flat, and splits well.
3. Past production.

Criteria developed during project:

1. A zone of irregular, discontinuous pegmatites, essentially conformable to enclosing wall rock, mica-garnet gneiss. Maximum thickness where bodies merge is 2.5 feet. No zoning and considerably weathered.
2. Mica - very poor quality
3. Mica reserves - negligible

Future possibilities - none

Recommendations:

The Nonmetallic Minerals Division concurs in the Field Team's recommendation not to certify. The Commodity members of the Geological Survey and the Bureau of Mines concur.

Walter C. Anderson

Walter C. Anderson
Nonmetallic Minerals Division

RECEIVED

JUL 13 1955

C
O
P
Y

Spruce Pine, N. C.
July 8, 1955

Mr. Robert A. Laurence, Executive Officer
DMEA, Region VII, P.O. Building
Knoxville, Tennessee

Re: DMEA-3356, Idm-E711 (mica)

Dear Mr. Laurence:

We have your letter of July 6 regarding the mica recovered from the Doc Thomas Mine, and requesting 5% payment on the sales.

This mica has not been sold, and we are afraid it will not qualify for sale to the U. S. Government Depot. We will make an attempt, however, to sell to them, and will remit payment to you immediately upon receipt of such payment.

Very truly yours,

s/s Sam L. Phillips

cc:
Opr. Com-2
Lynch

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

RECEIVED
JUL - 8 1955

July 6, 1955

Messrs. Jeter & Howard Boone
Route # 3
Bakersville, North Carolina

Re: DMEA-3356, Idm-E711 (mica)
Doc Thomas Mine, Mitchell County, N. C.

Dear Messrs. Boone:

Under Article 7 (b) (1) of the subject contract you are obligated to pay the Government a royalty on all minerals mined or produced from the land "regardless of any certification of discovery or development, from the date of the contract until the lapse of time within which the Government may make such certification or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first;" According to the Final Report, submitted by Mr. Sam L. Phillips, about 1500 pounds of mica was recovered during the exploration.

In order to close out our records on this contract, it would be appreciated if you would send this office your check for the Government's royalty on the above and any other production from the property. The check should be made payable to the Defense Minerals Exploration Administration and should be accompanied by certified copies of the sale slips.

Very truly yours,

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

WAR/mm
cc:
Opr. Con.-2
Sam Phillips
Lynch
Files
Shirley

Docket Copy
Surname:
Anderson
Houk
Talbert
Selfridge

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

JUN 27 1955

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

Dear Mr. Laurence:

Reference is made to a number of uncertified projects which have been completed or terminated, but no closing letters have been written because of the unsettled situation with regard to royalties.

Under the following contracts, having royalty provisions regardless of certification, the Field Team reported production, either of known or unknown values:

Docket No.	Contract No.	Value of production during project
DMEA-2909	Idm-8524	Unknown
DMEA-3348	Idm-8735	Unknown
DMEA-3369	Idm-8714	$70.00
DMEA-3356	Idm-8711	Unknown
DMEA-3391	Idm-8704	$40.00
DMEA-3402	Idm-8702	Unknown

In order to close out these contracts it will be appreciated if you will take whatever action you deem appropriate for collection of these royalties. It is suggested in the case of unknown values of production during the project that an estimate be made agreeable to the Government and the Operators.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (JHB)

Approved:

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

Thor H. Kiilsgaard (JHB)
Member, Geological Survey

WCAnderson:gad 6/22/55

Copy to: Admr. R. File
Docket
Operating Committee
Mr. Dietrich, 3061
Mr. Kiilsgaard, 5222
Mr. Houk

R.C.B.

IN REPLY REFER TO:

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

May 19, 1955

Re: DMEA-3356, Idm-E711
Jeter & Howard Boone
Doc Thomas Mine
Mitchell Co., N. C.
Mica

Memorandum

To: L. G. Houk, Defense Minerals Exploration Administration

From: N. E. Nelson, U. S. Geological Survey

Subject: Review of Final Report

A review of the application and the Field Team reports suggests the work was done in the wrong place, due probably to the fact the old shaft and cut were filled in and geologic mapping near the vertical shaft could not be done. Some intimation of what was to be expected should have been apparent.

I concur with the conclusions of the final report.

N. E. Nelson

N. E. Nelson

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

May 9, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-3356 (mica)

Applicant: Jeter and Howard Boone

Name and Location of Property: Doc Thomas Mine
Mitchell County, North Carolina

Contract Number: Idm-E711

Date of Field Team Report: 4-27-55

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 5-4-55

Field Team Recommendation:

1. Denial of certification.

Comments:

1. Mica of poor quality was recovered during DMEA exploration but no sales have been made.

2. Reserves are negligible.

3. Expenditures - Total approved $5,748
Total cost 5,748
Gov't. share of the cost 4,311
Value of production during operation ?

Recommendation:

I concur in the field team recommendation to deny certification.

W. F. Dietrich

W. F. Dietrich

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

C O P Y

ROOM 13 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

April 27, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region 5, Knoxville, Tennessee

Subject: Final Reports on: Idm-E711, DMEA-3356 (mica) Doc Thomas Mine
Jeter & Howard Boone, North Carolina

Transmitted are 4 copies each of the Operator's and Field Team final reports on the subject contract. The Field Team concurs with the examiners that no certificate of discovery or development should be issued.

/s/ ROBERT A. LAURENCE
Robert A. Laurence
EXECUTIVE OFFICER
DMEA Region V

/s/ V. J. LYNCH
V. J. Lynch
Member, Bureau of Mines

Reviewed by
DMEA OPERATING COMMITTEE
5-4-55
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT
OF
FIELD TEAM, REGION V

On

DMEA-3356, DOC THOMAS MINE
(mica)
Mitchell County, N. C.

By

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

and

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

Reviewed by
DMEA OPERATING COMMITTEE
5-4-55
(date)

April 15, 1955

Minerals Administration
RECEIVED
MAR 29 1955

FINAL REPORT
On
DMEA-3356m Idm-E711, DOC THOMAS MINE
(mica)

Operators: Jeter and Howard Boone, Route #3, Bakersville, N. C.

Location : On the north side of Bandana Hollow, 1500 feet northwest of the Bandana Post Office, Mitchell County, N. C.

Work completed under this contract consisted of constructing a toolhouse, two magazines and a rigid headframe; rehabilitating and timbering an existing 60-foot vertical shaft; deepening this shaft an additional 55-feet; and driving 75 feet of laterals from the bottom of the shaft. As only a limited quantity of poor quality mica was revealed by the work completed, it is recommended that no certification of discovery be issued. Additional exploratory work is not warranted.

Work began October 18, 1954, and was completed March 17, 1955. A toolhouse, powder magazine, exploder magazine and rigid headframe were constructed. An existing 60-foot vertical shaft was trimmed to 5' x 7' in cross-section and timbered, and was then sunk an additional 55 feet. An 82-foot lateral, 7 feet of which was done at the Operator's expense, was driven from the 111-foot level of the shaft as follows: (1) 25 feet in a S. 20° E. direction, and (2) 57 feet in a S. 35° W. direction. The old works were encountered in this lateral about 75 feet from the shaft bottom.

A zone of irregular and in part discontinuous pegmatites were exposed in the lower part of the shaft and in the lateral. The pegmatites are essentially conformable but locally crosscut the foliation of the enclosing wall rock, mica-garnet gneiss. They branch and merge along the strike with a maximum number of four bodies exposed in the lateral. The maximum thickness where the bodies merge is about 2.5 feet. They strike N- 25-40° E. and dip 60-70° to the southeast and consist of plagioclase, quartz, perthite, muscovite and garnet, in order of abundance. No zoning is apparent. Both pegmatite and country rock are considerably weathered near the head of the lateral in the vicinity of the bottom of old workings.

About 1500 pounds of "mine-run" mica were recovered from the lateral driven under the contract. Large sizes were common but the mica is of very poor quality, being very badly mineral-stained and in part reeved and tied. No sales have been made to date.

Reserves revealed by work done under the contract are negligible.

Reviewed by
DMEA OPERATING COMMITTEE
5-4-55
(date)

Expenditures:

(a)	Total approved	$5,748.00
(b)	Total cost of project	5,748.00
(c)	Government's share of cost	4,311.00
(d)	" " unexpended	None
(e)	Value of production during opr.	?

The project was conducted in an efficient and very satisfactory manner. No equipment was purchased under the contract. This operator is to be commended for a job well done.

April 15, 1955.

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

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

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

RECEIVED
APR 29 1955

April 27, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region 5, Knoxville, Tennessee

Subject: Final Reports on: Idm-E711, DMEA-3356 (mica) Doc Thomas Mine
Jeter & Howard Boone, North Carolina

Transmitted are 4 copies each of the Operator's and Field Team final reports on the subject contract. The Field Team concurs with the examiners that no certificate of discovery or development should be issued.

Robert A. Laurence

Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION V

V. J. Lynch

V. J. Lynch
Member, Bureau of Mines

7

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 29 1955

Spruce Pine, North Carolina
March 18, 1955

Mr. Robert A. Laurence, Executive Officer
D.M.E.A., Region VII
P.O. Building, Knoxville, Tenn.

Re: DMEA-3356, Idm-E 711
Doc Thomas Mine

Dear Mr. Laurence:

The following will serve as a final report on the above project:

Work began at the Doc Thomas Mine on October 18, 1954 and was completed on March 17, 1955. We constructed tool house, powder and exploder magazines, and head frame. We rehabilitated and timbered 60' of existing shaft, then sank a shaft an additional 55' through hard rock. We contacted a small vein at approximately 98'. The shaft was to a depth of 115', and at this depth we had a small vein in the corner of our shaft. We followed this vein in a direction recommended by the field team, and after driving in vein material a distance of approximately 70', we ran into old works. We continued to drift a distance slightly in excess of the 75' called for in the contract, in an effort to find any other vein in the vicinity.

About 1500# of mica was recovered from the entire operation. This mica is of a very poor quality, having reeves and spots and is not free-splitting.

On the last of the field team's visits on March 17, it was suggested to us that we continue exploring on our own for an additional two weeks, which we plan to do. We are of the opinion that no appreciable amount of strategic quality mica will be found.

We wish to thank the field team for their advice and cooperation on the Doc Thomas project. If further details are necessary, please let us know.

Very truly yours,

Sam L. Phillips

Sam L. Phillips

RECEIVED
MAR 22 1955
P/b
U. S. BUREAU OF MINES
DEF. MIN. ADM.
Knoxville, Tennessee

Spruce Pine, North Carolina
March 18, 1955

Mr. Robert A. Laurence, Executive Officer
D.M.E.A., Region VII
P.O. Building, Knoxville, Tenn.

Re: DMEA-3356, Idn-E 711
Doc Thomas Mine

Dear Mr. Laurence:

The following will serve as a final report on the above project:

Work began at the Doc Thomas Mine on October 18, 1954 and was completed on March 17, 1955. We constructed tool house, powder and exploder magazines, and head frame. We rehabilitated and timbered 60' of existing shaft, then sank a shaft an additional 55' through hard rock. We contacted a small vein at approximately 98'. The shaft was to a depth of 115', and at this depth we had a small vein in the corner of our shaft. We followed this vein in a direction recommended by the field team, and after driving in vein material a distance of approximately 70', we ran into old works. We continued to drift a distance slightly in excess of the 75' called for in the contract, in an effort to find any other vein in the vicinity.

About 1500# of mica was recovered from the entire operation. This mica is of a very poor quality, having reeves and spots and is not free-splitting.

On the last of the field team's visits on March 17, it was suggested to us that we continue exploring on our own for an additional two weeks, which we plan to do. We are of the opinion that no appreciable amount of strategic quality mica will be found.

We wish to thank the field team for their advice and cooperation on the Doc Thomas project. If further details are necessary, please let us know.

Very truly yours,

Sam L. Phillips

Sam L. Phillips

P/b

Spruce Pine, North Carolina
March 18, 1955

Mr. Robert A. Laurence, Executive Officer
D.M.E.A., Region VII
P.O. Building, Knoxville, Tenn.

Re: DMEA-3356, Idm-E 711
Doc Thomas Mine

Dear Mr. Laurence:

The following will serve as a final report on the above project:

Work began at the Doc Thomas Mine on October 1[illegible], 1954 and was completed on March 17, 1955. We constructed tool house, powder and exploder magazines, and head frame. We rehabilitated and timbered 60' of existing shaft, then sank a shaft an additional 55' through hard rock. We contacted a small vein at approximately 8[illegible]'. The shaft was to a depth of 115', and at this depth we had a small vein in the corner of our shaft. We followed this vein in a direction recommended by the field team, and after driving in vein material a distance of approximately 70', we ran into old works. We continued to drift a distance slightly in excess of the 75' called for in the contract, in an effort to find any other vein in the vicinity.

About 1500# of mica was recovered from the entire operation. This mica is of a very poor quality, having reeves and spots and is not free-splitting.

On the last of the field team's visits on March 17, it was suggested to us that we continue exploring on our own for an additional two weeks, which we plan to do. We are of the opinion that no appreciable amount of strategic quality mica will be found.

We wish to thank the field team for their advice and cooperation on the Doc Thomas project. If further details are necessary, please let us know.

Very truly yours,

Sam L. Phillips

Sam L. Phillips

r/b

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

MAR 30 1955

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

Dear Mr. Laurence:

Enclosed are the original and two copies of Reports of Review covering the following completed or terminated Exploration Project Contracts:

Contract No.	Docket No.	Operator
Idm-E-711	DMEA-3356	Jeter and Howard Boone
Idm-E-752	DMEA-3468	Cooper, Phillips and Slagle

If you concur with the facts stated therein, the original and one copy of each Report of Review should be forwarded to the Certifying Officer and one copy of each should be retained in your files. If, for any reason, a Report of Review does not have your concurrence please return all copies thereof to this Division with your comments thereon.

Copies of Field Team reports received in this office have provided a means of verification for the work performed under "agreed unit costs" provisions of the contracts.

Sincerely yours,

(Signed) E. D. Talbert

Jay L. Chambers, Chief
Contract Administration
and Audit Division

Enclosures

EDTalbert/ama
March 29, 1955

cc: Docket - DMEA-3356
Admr. Reading File
Helen Miller
Mr. Chambers

R.C.B.

INTERIM REPORT

DMEA-3356, Idm-E711 (mica) DOC THOMAS MINE

Operator: Jeter and Howard Boone, partners, R#3, Bakersville, N. C.

Location: On the north side of Bandana Hollow, 1500 feet northwest of Bandana Post Office, Mitchell County, N. C.

This contract has been completed. A visit was made to the mine to show the visiting dignitaries* some of the problems encountered while the contract was in force. The Operators have stated recently that since stoping attempts have been unsuccessful, no additional work at their own expense will be attempted.

*Thor H. Killsgaard and Lawrence G. Houk accompanied the examiners on this visit to the mine.

Visited March 28, 1955.

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

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

INTERIM REPORT

IMEA-3356, Idm-E711 (mica) DOC THOMAS MINE

Operator: Jeter and Howard Boone, Ptnrs. R#3, Bakersville, N. C.

Location: On the north side of Bandana Hollow, 1500 feet northwest of Bandana Post Office, Mitchell County, N. C.

This contract has been completed without making a sizeable discovery of strategic mica. Work completed under contract consisted of construction of a headframe, toolhouse, powder and exploder magazines, rehabilitation of an existing 60 ft. shaft, sinking the existing shaft an additional 55 feet, and driving 75 feet of drift. Pegmatite was encountered in both shafting and drifting and an undertermined amount of badly stained mica was recovered.

The Operator states that drifting will continue at his own expense in an effort to make a discovery of strategic mica. This project was conducted very satisfactorily and the Operator is to be congratulated for his cooperation in making this a safe operation.

Inspected; March 17, 1955

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

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

INTERIM REPORT

DMEA-3356, Idm-E711(mica) DOC THOMAS MINE

Operator: Jeter and Howard Boone, Route #3, Bakersville, North Carolina

Location: On the north side of Bandana Hollow, 1500 feet northwest of Bandana Post Office, Mitchell County, N. C.

Drifting continues to the southeast on this contract and is now at 45 feet. Only one pegmatite body is evident in the present heading, in contrast to four observed during the previous visit. This body is about 2.5 feet in thickness, strikes N. 35° E. and dips 60° SE. A thin pegmatite stringer containing some mica injected into the wall rock was observed on the southeast wall of the drift. 30 feet of drift remains to be driven under contract, and the Operator was advised to continue driving in the same direction. Progress on this contract is satisfactory.

Inpsected: March 3, 1955.

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

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

z

INTERIM REPORT

DMEA-3356, Idm-E 711 (mica) DOC THOMAS MINE

Operator: Jeter and Howard Boone, Ptnrs. Route # 3, Bakersville, N. C.

Location: On the north side of Bandana Hollow, 1500 feet northwest of Bandana Post Office, Mitchell County, N. C.

Crosscutting and drifting is underway on this contract and now totals 25 feet, 14 feet has been driven S. 15° E., and the remaining 11 feet in a S. 25° E. direction. Several pegmatite stringers were observed in the face, along both walls and in the roof with the following thicknesses (from the northeast to southwest walls): 1.3', 1.7', 0.6' and 1.3'. The composition of the stringers are about the same and all contained some mica. The Operator was advised to continue driving until another visit can be made.

A track, and car for handling muck, has been extended for a short distance into the crosscut. All work accomplished to date has been conducted efficiently and satisfactorily.

Inspected: Feb. 17, 1955.

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

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 11 1955

DEFENSE MINERALS EXPLORATION ADMINISTRATION

INTERIM REPORT

DMEA-3356, Idm-E 711, DOC THOMAS MINE (mica)

Operator: Jeter and Howard Boone, Ptners. R#3, Bakersville, N. C.

Location: On the north side of Bandana Hollow, 1500 feet northwest of Bandana Post Office, Mitchell County, N. C.

Shaft sinking has been completed on this contract. A crosscut has been turned off and advanced 3 feet in a S. 10° W. direction. A drill hole in the head of this lateral cut about 4 feet of pegmatite.

The work is being conducted in an efficient manner and progress on the contract is satisfactory.

Date of examination: February 3, 1955.

K. H. Teague D. H. Amos

K. H. Teague and D. H. Amos, Geologists
U. S. Bureau of Mines

z

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN - 5 1955

INTERIM REPORT

DMEA-3356, Idm-E 711, Doc Thomas Mine (mica)

Operator: Jeter and Howard Boone, R#3-Bakersville, North Carolina

Location: On the north side of Bandana Hollow, 1,500 feet northwest of Bandana post office, Mitchell County, N. C.

Shaft sinking continues on this contract and coupled with rehabilitation now totals 90 feet. The Operator was advised to continue sinking until another examination can be made.

Most of the recent work has encountered weathered schist with an occasional small pod or lense of granite or pegmatite material. At the present depth, a rather thick (3 ft. maximum) lense of pegmatite is exposed on the east side of the shaft and in the bottom, striking N 30° E. and dipping 65-70° SW. About 30 pounds of block mica has been recovered from this quartz-feldspar body.

The shaft has been cribbed solid to near bottom and separated partition with landings and ladders at 10-foot intervals extends to cribbed depth. A rigid sheave has been mounted on the headframe and the foreman reports considerable improvement in hoisting. Guides and crosshead will be installed within the coming week. Progress on this contract us satisfactory.

Mr. Robert A. Laurence, Executive Officer, DMEA-Region VII, accompanied the Examiners on this visit to the mine.

December 15, 1954.

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

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

DEPARTMENT OF [illegible]
Defense Minerals Administration
RECEIVED
DEC 13 1954

INTERIM REPORT

DMEA-3356 Idm-E711 (mica) DOC THOMAS MINE

OPERATOR: Jeter and Howard Boone, Partners, Route #3, Bakersville, N. C.

LOCATION: On the north side of Bandana Hollow, 1500 feet northwest of Bandana Post Office, Mitchell County, N. C.

The rehabilitation of the existing shaft has been completed and sinking in new ground is underway on this contract.

Rehabilitation work was taped to a depth of 62 feet and 12 feet of new work has been accomplished. Material encountered is primarily a weathered schist containing occasional stringers of granitic and pegmatitic rock.

The shaft has been timbered to the present bottom. The installation of a rigid sheave to replace a hanging block was discussed with the operator. Guides for a crosshead will be installed. Progress on this contract is satisfactory.

L. E. Shirley

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

K. H. Teague D. H. Amos

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

December 2, 1954

INTERIM REPORT

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 2 1954

DMEA-3356 Idm-E711 (mica) DOC THOMAS MINE

OPERATOR: Jeter and Howard Boone, Partners, Route #3, Bakersville, N. C.

LOCATION: On the north side of Bandana Hollow, 1500 feet northwest of Bandana Post Office, Mitchell County, N. C.

The rehabilitation of an existing shaft is underway on this contract and is now at 56 feet. Sinking will begin as soon as rehabilitation is completed an additional 4 feet.

Rehabilitation consisted of trimming and timbering the shaft to 5' x 7' in the clear of timber. The shaft is two compartment with separated manway which contains staggered ladders and landings at 10 foot intervals. Sawed oak timbers, 2" x 6", were used for cribbing. The rigid headframe, tool house, powder and cap magazines, have been completed. Material encountered during trimming consisted of a weathered mica schist containing stringers of pegmatite.

Progress on this contract is satisfactory and quality of work completed is very good.

L. E. Shirley

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

K. H. Teague D. H. Amos

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

November 15, 1954

DEPARTMENT OF THE INTERIOR
Defense Materials Administration
RECEIVED
NOV 12 1954

INTERIM REPORT

DMEA-3356 Idm-E711 (mica) DOC THOMAS MINE

OPERATOR: Jeter and Howard Boone, Partners, Route 3, Bakersville, N. C.

LOCATION: On the north side of Bandana Hollow, 1500 feet northwest of Bandana Post Office, Mitchell County, N. C.

Starting date on this contract is October 25, 1954. Construction of an "A" type head frame and tool house has been completed. Suggestions were made concerning strengthening of supports on the head frame, which is about 20 feet in height. 6" x 6" sawed oak uprights and 2" x 6" sawed oak bolted cross pieces constitute timbers used. The uprights have been set on 6" x 6" equivalent sills. The use of correct sheave for rope to be used was stressed. No work has begun on deepening the existing shaft. Progress on this contract is satisfactory.

L. E. Shirley

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

K. H. Teague/mg D. H. Amos

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

November 4, 1954

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

Defense Minerals Administration
RECEIVED
OCT 14 1954

October 12, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Acting Executive Officer, DMEA - Region VII

Subject: Signed Contract - Idm-E 711, DMEA-3356, Jeter & Howard Boone (mica) N. C.

Transmitted are three signed copies of the subject contract. The usual distribution of the other copies has been made by this office.

Wm. A. Beck

Wm. A. Beck

Docket Copy
Surname:
Anderson
Houk
Selfridge
Johnson

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

SEP 21 1954

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

Subject: Docket No. DMEA-3356 - Mica
Doc Thomas Miners
Doc Thomas 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. It is subject to attachment of MF-203, July 1, 1954.

If the contract meets with your approval 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, dated July 22, 1954, and from the Bureau of Mines, dated July 13, 1954, are enclosed. Copy of memorandum from Legal, dated September 15, 1954, is enclosed.

Sincerely yours,

George C. Selfridge
(By 857)
Chairman, Operating Committee

Approved:
J. H. Hedges
Member, Bureau of Mines
Thor H. Kiilsgaard
Member, Geological Survey

WCAnderson:gad 9/17/54
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Dietrich, 3061
Mr. Kiilsgaard, 5227
Mr. Houk

Enclosures 11

R.L.S.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
WASHINGTON 25, D. C.

September 15, 1954

Memorandum

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

From: Acting Assistant Solicitor, Defense Minerals

Subject: Jeter and Howard Boone, Docket No. DMEA-3356 (Mica)

Attached is a contract covering the above-described project in satisfactory legal form for execution, subject to the attachment of a new Owner's Consent to Lien on the form revised July 1, 1954.

J. L. Hofflund
Acting Assistant Solicitor
Defense Minerals

Attachments 8

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
WASHINGTON 25, D. C.

September 15, 1954

Memorandum

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

From: Acting Assistant Solicitor, Defense Minerals

Subject: Jeter and Howard Boone, Docket No. DMEA-3356 (Mica)

Attached is a contract covering the above-described project in satisfactory legal form for execution, subject to the attachment of a new Owner's Consent to Lien on the form revised July 1, 1954.

J. L. Hofflund

J. L. Hofflund
Acting Assistant Solicitor
Defense Minerals

Attachments 8
H. C. Rubin
~~JLHofflund~~/mmd

Copy to: DMEA Docket
Solicitor's Docket
L. G. Houk (2)
J. L. Hofflund
H. C. Rubin
chron.

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

Messrs. Jeter Boone and Howard Boone
Route 3
Bakersville, North Carolina

Re: Docket No. DMEA-3356 - Mica
Doc Thomas Mine
Mitchell County, North Carolina

Gentlemen:

Your application for aid for an exploration project and other reports available to us in Washington relating to the subject property 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 indicates to us that the probability of disclosing significant reserves of mica 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,

Administrator

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

Memorandum

August 11, 1954

To: Administrator

From: Nonmetallic Minerals Division

Subject: A denial of exploration assistance and summary report

By: Walter C. Anderson Walter C. Anderson

1. DMEA Docket No. 3356 - Mica
Property: Doc Thomas Mine
Mitchell County, North Carolina

Applicants: Jeter Boone and Howard Boone, Partnership
Route 3, Bakersville, North Carolina

Application: Form MF-103, date received May 18, 1954.
Work proposed:
By applicant - bulldoze, build access road, deepen rehabilitate existing 70 feet of shaft, deepen shaft 34 feet and drift 100 feet. Amount requested $7,460.00
By Field Team - rehabilitate 70 feet of shaft, sink an additional 35 to 55 feet and drive 75 feet of drift, for an estimated cost of from $4,860.00 to $5,460.00.

No contract: Application denied.

2. Comments:

Geological premise: The premise that the pegmatite extends below the old workings is dubious, since in past operations extending back to 1914, all of the pegmatite above the 76 foot level has been mined out and it is very likely that any pegmatite existing below the 76 foot level was removed to pegmatite bottom by below level stoping.

Geological criteria:
1. Surface trench exposes 14 foot thick pegmatite, lean in mica.
2. No information available on thickness and extent of pegmatite below old workings.
3. Past production extension.

Future possibilities: Exploration of the extension of a pegmatite which has been worked out to the 76 foot level and possibly deeper, by sinking a shaft in the country rock on the hanging wall side and then crosscutting is quite a risky and unattractive project.

Recommendations:

In spite of the recommendation of the Field Team for a project contract, concurred in by the Bureau of Mines and the Geological Survey, the Nonmetallic Minerals Division, for reasons given above, recommends that the application be denied.

IN REPLY REFER TO:

G-MD-CNM

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

July 22, 1954

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-3356 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: Jeter Boone and Howard Boone, Bakersville, N. C.
Name of property: Doc Thomas Mine.
Location of property: Mitchell County, N. C.
Date of Field Team Report: July 19, 1954.
Authorship of Field Team Report: R. A. Laurence.
Field Team's recommendation: Same proposal as recommended in June 23, 1954 Field Team report.
Comments: The Field Team obviously feels very strongly in favor of its original proposal. Our suggestions for a possible different approach failed to meet with the Field Team's approval, after consideration.
ACTION RECOMMENDED: Follow Field Team's recommendation.

D M Larrabee

D. M. Larrabee

Serial

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

August 2, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region VII

Subject: DMEA-3356, Doc Thomas Miners (mica) Doc. Thomas Mine, Mitchell County, North Carolina

Please refer to your letter of July 27, concerning the subject application.

It is our opinion, and that of the field examiners, that any shaft located above the level of the zero contour would have a much better than 50-50 chance of striking old workings. The same probably applies to extending the adit whose portal is just above the 20 contour.

To get below the zone of old workings, which presumably may be expected to extend to the bottom of the caved 76-foot shaft, and the level of the adit whose portal is just below the zero contour, a shaft located near the 40 contour would have to be about 40 feet deep and then would be on the top of the area to be explored. But 40 feet of shafting from the bottom of the 60 - 80 foot shaft would be entirely below the old workings and would require only a short cross-cut to reach the pegmatite in the best target area.

It still seems to us to be preferable to deepen the existing shaft, even though part or all of the shaft may be in footwall country rock, rather than to try to sink on the pegmatite from the surface in an area almost certain to be honeycombed with old workings. We agree that a rigid headframe is needed and suggest addition of an item of $550.00 (unit cost) to provide for this. This is the amount provided for a comparable headframe at the Charles Robinson Mine, DMEA-3157.

Robert A. Laurence

Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION VII

W A Beck

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

DOCKET FILE
Surname:
Houk
Selfridge
Mitchell County

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

JUL 27 1954

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

Subject: Docket No. DMEA-3356 - Mica
Doc Thomas Minere
Doc Thomas Mine
Mitchell County, North Carolina

Dear Mr. Laurence:

Reference is made to your memorandum of July 19, 1954, recommending a contract as proposed by Field Team Report of June 23, 1954, or to deny the application if this approach was not considered desirable.

We are reluctant to deny this application as the pegmatite exposed probably deserves to be explored. No provision was made in the recommendation for a rigid headframe which, in this case, we believe is mandatory. Our thoughts on the location of the shaft (inclined) are it might be located on the pegmatite near the 40' contour. The Western-most adit near 20' contour, the dump of which contains unaltered pegmatite, might be a point for further exploration.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (GHB)

Approved:

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

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

LGHouk:gad 7/26/54
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3061
Mr. Larrabee, 5216
Mr. Houk

R.A.L.

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

July 19, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region VII

Subject: DMEA-3356 (mica) Doc Thomas Miners, Mitchell County, N. C.

Reference is made to your letter of July 12, suggesting trenching and sinking on the pegmatite instead of the proposed shaft sinking and level work.

Evidently the intent of the field examiners report and our recommendation was misunderstood. It was pointed out that recently two shallow bulldozer cuts were made across the pegmatite. These are shown on the map which accompanies the report. It was also pointed out that the pegmatite is probably worked out above the 76-foot level, but that observation of the pegmatite in the new cuts, plus the known persistence in depth of other mica-bearing pegmatites in the immediate vicinity, suggests that exploration of the Doc Thomas pegmatite between 76 and 115 feet in depth seems well worth while. The best approach to this portion of the pegmatite is through the existing 60 feet shaft, which is still in good condition, rather than through a new one from the surface which would certainly encounter old workings.

Therefore, our recommendation is (1) explore below 76 feet, as proposed in the June 23 field examination report or (2) if this is not considered desirable, deny the application.

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

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

0
20
40
60
80
100
33'
270'
76'
caved shaft
open shaft 6'x6'
Proposed
45'
70'
115'
Scale - 1" = 40'

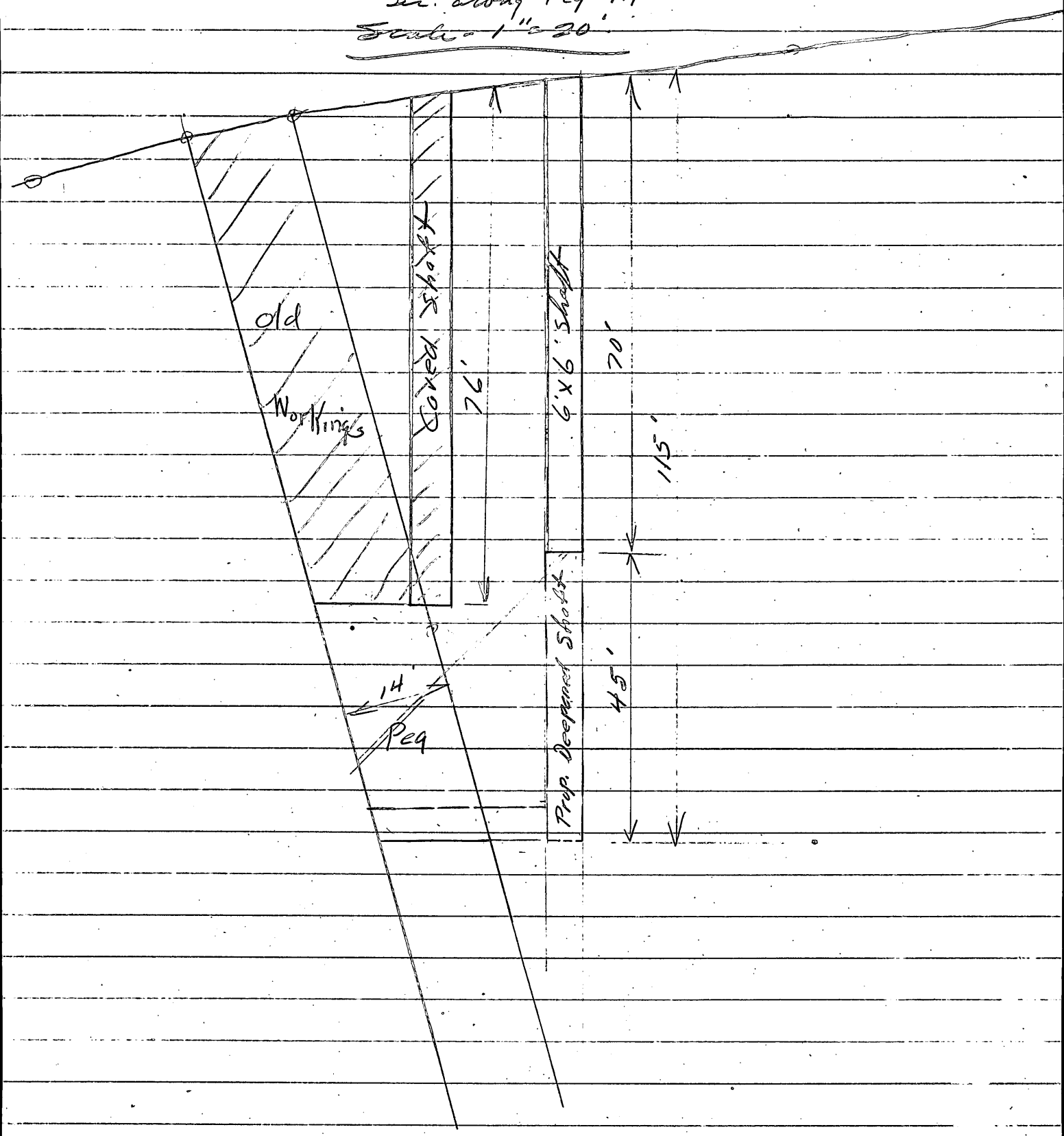
DMEA- 3356

Jeter and Howard Boone

Doc Thomas Mine

Sec. along Peg dip

Scale - 1" = 20'



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

July 13, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3356 (mica)

Applicant: Howard and Jeter Boone

Name and Location of Property: Doc Thomas Mine
Mitchell County, North Carolina

Date of Field Team's Report: June 25, 1954

Date Rec'd. by Ceramic & Fertilizer Materials Br.: July 6, 1954

Field Team Recommendation:

1. Approval of an exploration program on a unit-cost basis.

Comments:

1. Mica obtained on this property is hard, clear, and ruby color.

2. Field examiners are of the opinion that this property warrants exploration. It is recommended by the field examiners that the open-shaft be cribbed, cleaned out, and deepened to 115 feet. If a pegmatite is intersected before the shaft is 115 feet deep, the shaft should be inclined on the pegmatite from the point of intersection to 115 feet. After completion of the shaft 75 feet of drift and/or crosscut should be driven from the 111-foot level.

3. The proposed exploration program is consistent with good engineering practice. Total expenditures are estimated at $4,860, minimum to $5,460, maximum.

Recommendation:

I concur with the field team in the approval of an exploration program on subject property, on a unit-cost basis for not to exceed $5,460.

W. F. Dietrich

W. F. Dietrich

FILE COPY
Surname:
Anderson
Houk
Selfridge
Hedges
Guild

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

JUL 12 1954

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

Subject: Docket No. DMEA-3356 - Mica
Doc Thomas Miners
Doc Thomas Mine
Mitchell County, North Carolina

Dear Mr. Laurence:

Reference is made to your report of June 25, 1954, on field examination of the subject mine and review of this report by the Geological Survey, two copies of which are enclosed.

After careful review of the report, we are inclined to agree with the Geological Survey, that the proposal looks to be of questionable value since the pegmatite may be chiefly mined out. It seems it would be wiser to trench across the pegmatite where indicated west of the field team's proposed shaft site and sink on the pegmatite at a favorable location.

If, after consideration of this alternate exploration plan, you think it feasible and are in agreement, kindly have the field team submit costs of stripping the pegmatite and sinking a shaft as proposed above.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (24B)

Approved:

J. H. Hedges
Member, Bureau of Mines (24B)

Philip W. Guild
Member, Geological Survey (24B)

Enclosures 2

WCAnderson:ag 7/7/54

Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3061
Mr. Larrabee, 5216
Mr. Houk

R.C.L.

IN REPLY REFER TO:
G-MD-CNM

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

July 1, 1954

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-3356 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: Howard Boone and Jeter Boone, Bakersville, N. C.
Name of property: Doc Thomas Mine.
Location of property: Mitchell County, N. C.
Date of Field Team Report: June 23, 1954.
Authorship of Field Team Report: K. H. Teague and D. H. Amos.
Field Team's recommendation:

1. Repair old shaft (60' or 80' deep)
2. Deepen to 115'
3. Drift 75' (or crosscut) from 111' level

$5,460

Comments:

1. If shaft does not intersect peg at 115', put in some long holes horizontally in an attempt to pick up the peg.

2. This proposal looks to be of questionable value. Peg may be chiefly mined out. Would it be wiser to trench across peg strike where indicated, west of proposal site, and sink on peg? Or better still, stay away from the 76' caved shaft area?

ACTION RECOMMENDED:

Request restudy of attack.

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.

June 25, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region VII

Subject: Field examination report, DMEA-3356 (mica) Doc Thomas Mine, Howard & Jeter Boone, Applicants, Bakersville, N. C.

Enclosed are 4 copies of the subject examination report, and six extra copies of the map.

The examiners have suggested an average advance of 3 feet per shift of drifting, as compared with 2.5 feet which is estimated on most jobs and is a fair average for jobs in this area. Whether the applicant would agree to the correspondingly lower unit cost is not know. However, the readily accessible location certainly contributes to a lower cost of operation as compared with the more isolated locations.

We recommend approval of a contract, on a unit-cost basis.

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

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

Reviewed by
DMEA OPERATING COMMITTEE
7-2-54
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

BR
7/9/54

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

On

DMEA-3356, DOC THOMAS MINE (mica)
Mitchell County, N. C.

BY

Kofton H. Teague, Geologist
U. S. Geological Survey
and
Dewey H. Amos, Geologist
U. S. Geological Survey

Reviewed by
DMEA OPERATING COMMITTEE

7-2-54
(date)

June 23, 1954

FIELD EXAMINATION REPORT
On
DMEA-3356 (mica) DOC THOMAS MINE

Applicants: Howard Boone and Jeter Boone, c/o Howard Boone, Bakersville, North Carolina, Route # 3.

This is an old mine which has not been worked since about 1914, except for a 60-80 foot shaft that was sunk during World War II, and which did not encounter pegmatite. Mica in the dumps is ruby colored and is of good quality. Dump material is very similar to that present at the Sinkhole Mine (DMEA-2379) which is about 1/4 mile northeast of the Doc Thomas Mine. From the limited amount of information obtainable, the field examiners are of the opinion that exploration assistance is warranted.

This deposit was examined June 16, 1954. Messrs. Howard Boone and S. L. Phillips accompanied the examiners on the inspection which required two hours.

The Doc Thomas Mine is on the north side of Bandana Hollow, 1500 feet northwest of Bandana Post Office. Access is by way of newly bulldozed road up the hillside from the road in Bandana Hollow.

Both applicants are competent mica miners. Area covered by their lease is adequate for the proposed project.

There are no buildings or surface facilities at the mine. Old workings consist of a caved shaft reported to have been 76 feet deep from which most past production was obtained, an untimbered 60' shaft (6' x 6') that was sunk during World War II, and which is entirely in wall rock, and 3 caved adits driven in the hillside about 60 feet vertically below the collar of the caved shaft. Pegmatite material is present in the dumps from all adits. Recently two shallow bulldozed trenches have been cut across the trend of the pegmatite. The upper trench exposes 14 feet of pegmatite, lean in mica. The lower cut also cuts pegmatite whose thickness cannot be determined; however, it is richer in mica than that exposed in the upper one.

Material from the caved 76-foot shaft is mostly weathered, as is dump material from the 60-80 foot 6' x 6' shaft. The dump from the westernmost adit is of unaltered pegmatite. This dump is composed of perthite, plagioclase, quartz, muscovite, biotite, and red garnet, listed in order of abundance.

In the upper cut a 2-foot quartz lens is present, 3.5 feet from

the hanging wall contact. Most of the remainder of the pegmatite is perthite. There is no apparent zoning in the pegmatite exposed in the lower cut; however, the plagioclase and muscovite content is higher with a corresponding decrease in the perthite content.

The exposed pegmatite trends from N. 10° to 30° E. and dips 75° SE. It is conformable to the enclosing mica schist. Extent of underground openings from the caved 76-foot shaft and adits is not known, although reports suggest that only short levels were driven from the shaft.

The mica is hard, clear, generally flat, splits well and is ruby colored. Scales of mica in excess of 6" in diameter occur in the dump from the caved 76-foot shaft. There are no reports on this mine and history obtained from the present owner is vague.

The examiners believe that the deposit has merit for exploration. Nearby pegmatites extend to depth and it is the examiners' opinion that this one does also. There are good indications that the deposit contains considerable reserves of strategic mica.

It is recommended that the open shaft which is reported to be 80 feet deep, but was taped as only 60 feet, be cribbed, cleaned out (0-20 feet) to its old depth and deepened to 115 feet. If pegmatite is intersected before this depth is reached the shaft should be inclined on it from the point of intersection to a depth of 115 feet. After the shaft is completed, 75 feet of drift and/or crosscut should be driven from about the 111-foot level.

Estimated Costs:

	10' x 12' tool house		$150.00
Timber 60 feet of existing shaft (5 shifts)			
	6,000 B.F. @ $60/M	$360.00	
	3- laborers @ $1.00/Hr.	120.00	
	Nails, hand tools, etc.	30.00	510.00
Clean out and timber up to 20 feet of existing shaft (4 shifts)			
	2000 B.F. timber @ $60/M	120.00	
	3- Laborers @ $1.00/Hr.	96.00	
	Hoist, nails, etc.	84.00	300.00
Sink from bottom of old shaft to 115-foot level (35-55 ft.) (20-30 shifts)			

Exploder Magazine		$ 25.00
Powder Magazine		50.00

Labor:

1 - Miner @ $1.50/hr.	$240 -	$360
1 - Hoistman @ $1.25/hr.	200 -	300
2 - Laborers @ $1.00/hr.	320 -	480

Mining Equipment rental:		
105 compressor @ $200/Mo.	200 -	300
Gasoline Hoist @ $50/Mo.	50 -	75
Pump and Drill	40 -	60
Supplies:		
Gasoline and oil	80 -	140
Explosives	105 -	200
Drill steel	50 -	100
Soc. Sec., Insurance, etc.	190 -	260
Small tools, Pipe, timber, etc.	100 -	200
	5	

$1575.00-2475.00

These two figures are shown, the actual cost will likely be between the two.

Drive 75 feet of drift and/or crosscut (25 shifts)

Labor:

1 - Miner @ $1.50/hr.	$300.00
1 - Hoistman @ $1.25/hr.	250.00
2 - Laborers @ $1.00/hr.	400.00

Mining Equipment:

105 compressor @ $200/Mo.	250.00
Gasoline hoist @ $50/Mo.	62.50
Drill and Pump @ $40/Mo.	50.00
Blower and hose	100.00

Supplies:

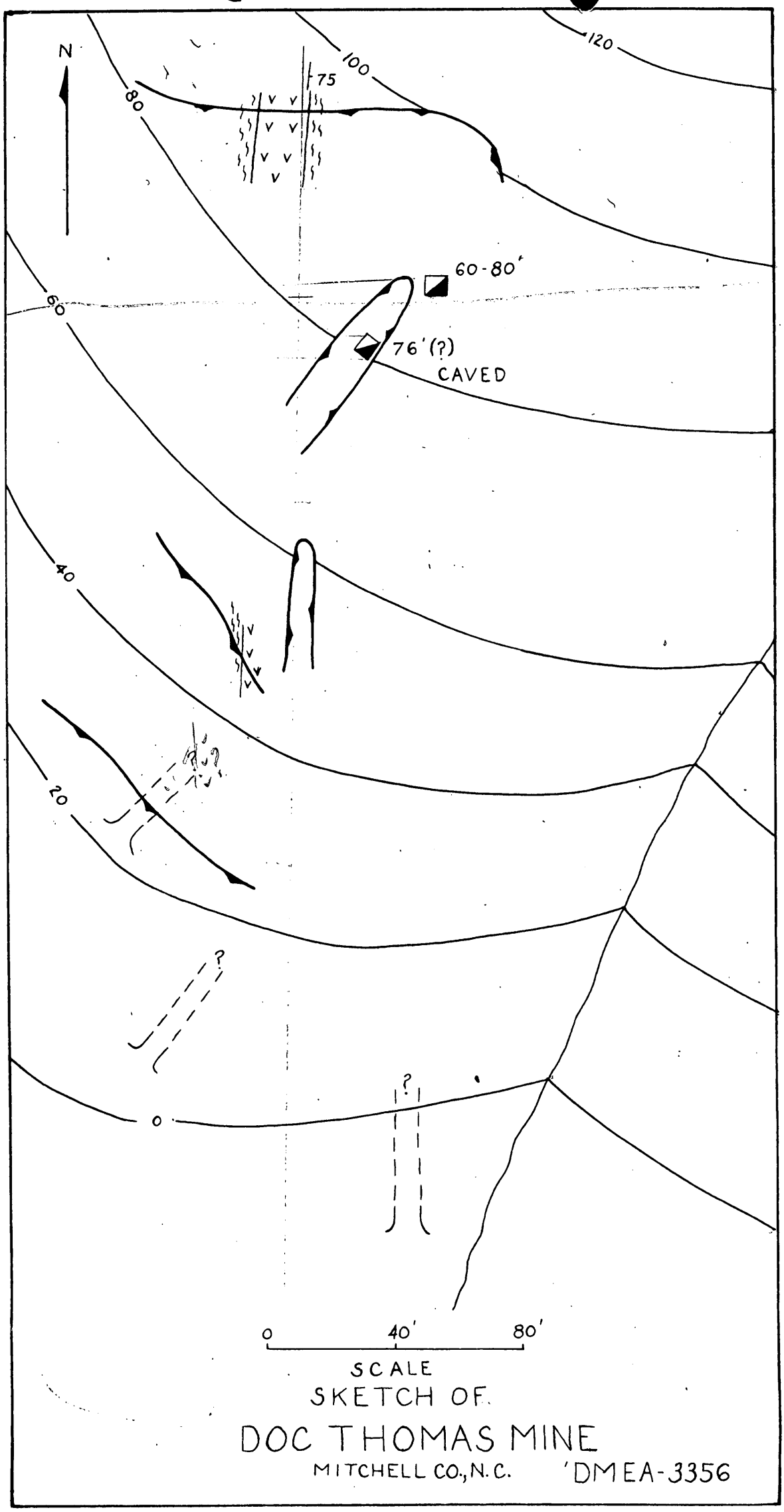
Gasoline and Oil	100.00
Explosives	225.00
Drill steel	75.00
Small tools, pipe, etc.	200.00
Insurance, Soc. Sec. etc.	237.50

$2,250.00

Estimated total (minimum)	$4,860.00
Estimated total (maximum)	$5,460.00

Rock conditions that will be encountered are not known; however, in this general area weathering rarely extends below about 80 feet.

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



SKETCH OF

DOC THOMAS MINE

MITCHELL CO., N.C. 'DMEA-3356

FILE COPY
Surname:

Anderson
Davis
Selfridge
Hedges

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

JUN 14 1954

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

Subject: Docket No. DMEA-3356 - Mica
Doc Thomas Miners
Doc Thomas Mine
Mitchell County, North Carolina

Dear Mr. Laurence:

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

Copies of memoranda from the Geological Survey dated May 20, 1954, and from the Bureau of Mines, dated June 7, 1954, are enclosed for your information.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (JHB)

Approved:

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

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

Enclosures 4

WCAnderson:ag 6/11/54
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3061
Mr. Larrabee, G-232, GSA Bldg.
Mr. Houk

R.C.L.

FILE COPY
Surname:

Anderson
Houk
Hedges
Stefanoge

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

JUN 14 1954

Doc Thomas Miners
C/o Howard Boone
Route 3
Bakersville, North Carolina

Re: Docket No. DMEA-3356 - Mica
Doc Thomas Mine
Mitchell County, North Carolina

Gentlemen:

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

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

Sincerely yours,

Frank E. Johnson (fwj

ACTING Administrator

WCAnderson:ag 6/10/54
Copy to: Admr. R. File
Docket File
Operating Committee
Field Team, Region VII
Mr. Dietrich, 3061
Mr. Larrabee, G-232, GSA Bldg.
Mr. Houk

R.C.J.

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

Department of the Interior
Defense Minerals Administration
RECEIVED
JUN 8 1954

June 7, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3356 (mica)

Applicant: Jeter and Howard Boone

Name and Location of Property: Doc Thomas Mine
Mitchell County, North Carolina

Date Application Rec'd. by Ceramic & Fertilizer Mtls. Br.: May 25, 1954

Comments:

1. No data are available in this office on subject mine.

2. Estimated expenditures are itemized on a unit-cost basis and total $7,460. Individual unit-costs are in line with those of approved DMEA projects.

Recommendation:

It is recommended that the field team visit this mine to ascertain if an exploration project is justified. If so, the field team and applicants should agree on a definite plan of exploration.

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.

Defense Minerals Administration
RECEIVED
MAY 21 1954

May 20, 1954

Memorandum

REVIEW OF APPLICATION DMEA-3356 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant's name and address: Jeter and Howard Boone, Bakersville, N.C.
Name of property: Doc Thomas Mine.
Location of property: ?
Summary of applicant's proposal:

Bulldoze
Rehabilitate shaft (70')
Deepen shaft 34'
Drift 100'
$7,460

Sources of information on applicant's property: None.
Comments: 1. Get a better location so we can try to spot this deposit.
2. Is the open shaft in pegmatite?
RECOMMENDATION: Refer to Field Team when above questions are answered.

D M Larrabee
D. M. Larrabee

Messrs. Jeter & Howard Boone
Route 3
Bakersville, N. C.

May 18, 1954
Subject: DMEA-3356
Re: Exploration Assistance
Doc Thomas Mine

Gentlemen:

The receipt of your application dated May 14, 1954 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3356 and referred to the Non-Metallic Minerals Division.

Kindly refer to DMEA-3356 in any future correspondence relating to your application.

Sincerely yours,

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

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

APPLICATION FOR AID IN AN EXPLORATION PROJECT, PURSUANT TO DMEA ORDER 1, UNDER THE DEFENSE PRODUCTION ACT OF 1950, AS AMENDED

Department of the Interior
Defense Minerals Administration
RECEIVED
MAY 18 1954

Not to be filled in by applicant

Docket No. 3356
Metal or Mineral Mica
Date Received
Estimated Cost $7,460
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: Jeter Boone and Howard Boone, Partnership
Route 3, Bakersville, N. C.
DBA/ Doc Thomas Miners
c/o Howard Boone, Rt. 3, Bakersville, 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. Description included on lease attached 3 (d) below.

(*b*) State any mine name by which the property is known. Doc Thomas 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. Lease attached.

(*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. Land held by Landlord. No land patents involved.

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

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

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

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

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

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

.....

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Money ☐ Use of equipment owned by you ☐ Other

Explain in detail on acompanying paper.

CERTIFICATION

The undersigned, whether as an individual, corporate officer, partner, or otherwise, both in his own behalf and acting for the applicant, certifies that the information set forth in this form and accompanying papers is correct and complete, to the best of his knowledge and belief.

Dated 5-14, 1954

Doc Thomas Miners
(Applicant)

By Howard Boone

Partner

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

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

Mf-103

1. (a) Jeter Boone and Howard Boone
Route 3, Bakersville, N. C.

(b) Partnership

2. No answer

3. (a) This is lease property. Description included on lease attached.

(b) Doc Thomas Mine

(c) Lessee

(d) Lease attached.

(e) Not land owner.

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

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

(b) This mine was worked years ago, around the turn of the century and some good mica was obtained. Sometime during the Colonial Mica Program a man started to open the mine, and sank a 5'x5' shaft 70 feet deep. He was not deep enough to hit the mica vein. This shaft is standing open at this time and is dry. Colonial discontinued their program and the man did not continue with the shaft for this reason. (Old shaft of previous mining now filled)

(c) We believe by deepening the present open shaft a mica vein may be discovered which will produce mica of stockpile quality. No dewatering will be necessary, and drifting should not present any particular difficulty.

(d) This mine is accessible as to roads, etc. with some bulldozing.

(e) Sufficient manpower is available, material and supplies available, power is within 600 feet.

5. Mica is the mineral proposed to explore for. (Ruby mica)/

(b) We propose to bulldoze 20 hrs. to make road more accessible, rehabilitate 70 feet of shaft, deepen shaft 34 feet and drift 100 feet.

(c) The work will start within 30 days after contract is approved.

(d) Personal history of applicants already on file with DMEA.

6. Estimate of Costs:

Bulldozing 20 hours @ $10.00 per hour	$ 200.00
Rehabilitate 70 ft. of Shaft @ $28.00 ft.	1960.00
Deepen Shaft 34 ft. @ $50.00 ft.	1800.00
Drifting 100 ft. @ $35.00 per ft.	3500.00
Total Estimated Cost	$ 7460.00

7. Applicants are prepared to furnish in cash the required 25% of proposed cost.

MINING LEASE

State of North Carolina Mitchell County:

This indenture made this 13th day of May, 1954, ~~1952~~, between Thad Thomas, Howard Thomas, Mrs. Carl Gunter, Homer Thomas, Paul R. Thomas, Mrs. Aude Ellis and Mrs. D. M. Thomas of Mitchell County and State of North Carolina as party of the first part, and known as lessors, and Jeter Boone and Howard Boone of Mitchell County and State of North Carolina, party of the second part and known as lessee.

WITNESSETH, That the parties of the first part in consideration of One Dollar in hand received and hereby acknowledged by the lessors, and in consideration of the agreements hereinafter contained, on the part of the party of the second part to be performed, hereby bargains, leases and grants to the party of the second part, and his heirs and assigns, for the period of five years from the date of this agreement, the following described real property, for mining purposes, in the County and State first above written to wit:

A certain mica mine known as the Doc Thomas Mine, located at Bandana in Mitchell County, N. C. Beginning at the center of the mine and running N. 250 ft., thence West 250 ft., thence South 500 ft., thence East 500 ft., thence North 500 ft., thence West 250 ft, to beginning.

TO HAVE AND TO HOLD the said lands to him, for mining purposes, the said lessee and his heirs and assigns for the aforesaid period of five years in compliance with the condition of this instrument, for the purpose and with the right to dig, quarry, search, explore for, obtain, and remove any kind of minerals, metals or fossils, and particularly mica, and to conduct the same to any extent the said party of the second part, the lessee, may desire. And it is hereby agreed between the parties to this agreement that the party of the second part is to have the use of any unoccupied buildings on said lands for mining purposes, and that he shall have the right to erect such buildings as he needs to carry on such mining operatins during the period of this lease, and that the party of the second part shall keep the same in as good condition as when received, unavoidable accidents excepted. And it is also agreed by the party of the second part that no unnecessary damage is to be done to the lands herein leased during the period of this lease and the continuance of said lease, but the said party of the second part shall have the right to take from said lands leased to the party of the second part any wood or timber the party of the second part may need to carry on said mining operations or which may be needed to carry on the addition to existing buildings or to erect new buildings or sheds on said lands. (Timber of high or special market value is excepted and shall not be used by the lessee.) And it is hereby agreed that the party of the second part, the lessee, is to have right-of-way of ingress and egress to said mines or land upon which exploration is being conducted.

AND IT IS FURTHER AGREED That the party of the second part, the lessee hereby agrees to pay to the said part___ of the first part, or his or their heirs or assigns, a rental royalty of 1/8

on the minerals taken and sold from said mines which shall be for the use of the said lands for the aforesaid period of five years. The said amounts shall be payable on the computation of selling bills on the tenth day of each month covering sales made during the previous month. Any minerals other than those set forth above which may be taken and sold shall be paid for and at the usual royalty rate of the minerals taken.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, shall have the option to renew this lease and to extend the period of its running for an additional five years from the date of its present termination. The option shall be exercised by giving formal written notice to the party of the first part or by the continuation of any mining operations then being conducted. The lessor___ reserve the right to use the land, or convey the same not conflicting with this lease, but under any conveyance the terms of this lease must be recognized by the grantee, purchaser, or assigns thereof. And it is agreed that the lessee may assign this mining lease or any part thereof and that he may sublease.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, is hereby given an option to purchase all the right, title and interest, legal and equitable to and in the real estate described and set forth in this lease for a total purchase price of_____, said purchase price to be paid in full within three years from the date of this instrument and it is agreed that all rental royalties paid to the party of the first part shall apply toward and be a part of the total purchase price above set forth, and that at such time that the total purchase price is paid in the form of royalties or a lump sum payment or a combination of both, the party of the first part will execute a special warranty deed to the party of the second part and that a tender of the remaining purchase price at any time within the next three years shall entitle the party of the second part to specific performance of this option contract.

BUT IT IS EXPRESSLY AGREED That unless mineral or fossil material of practical value for mining purposes shall be found within a period of two years from the date of this instrument, the lease may be terminated by the lessee at any time thereafter on thirty days notice to the lessor___. The lessee agrees that during the period of this lease or the continuance of this lease work in said mines or exploration for new mines within the area leased shall not cease longer than ninety days at any one time, unavoidable accidents excepted.

WITNESS our hands and seals the day and year first above written.

Witness:

R. V. Lowder

Kenneth R McKinney
Notary Public
My comm exp date 8/11/55

Mrs D M Thomas.
Thad Thomas
Homer Thomas (Seal)
Howard Thomas (Seal)
Mrs. Carl Gunter (Seal)
Paul R Thomas
Mrs Aude Ellis.

COPY

MINING LEASE

State of North Carolina Mitchell County:

This indenture made this 13th day of May, 1954, 1953, between Thad Thomas, Howard Thomas, Mrs. Carl Gunter, Homer Thomas, Paul R. Thomas, Mrs. Aude Ellis and Mrs. D. M. Thomas of Mitchell County and State of North Carolina as party of the first part, and known as lessor s, and Jeter Boone and Howard Boone of Mitchell County and State of North Carolina, party of the second part and known as lessee.

WITNESSETH, That the parties of the first part in consideration of One Dollar in hand received and hereby acknowledged by the lessor s and in consideration of the agreements hereinafter contained, on the part of the party of the second part to be performed, hereby bargains, leases and grants to the party of the second part, and his heirs and assigns, for the period of five years from the date of this agreement, the following described real property, for mining purposes, in the County and State first above written to wit:

A certain mica mine known as the Doc Thomas Mine, located at Bandana in Mitchell County, N. C. Beginning at the center of the mine and running N. 250 ft., thence West 250 ft., thence South 500 ft., thence East 500 ft., thence North 500 ft., thence West 250 ft., to beginning.

TO HAVE AND TO HOLD the said lands to him, for mining purposes, the said lessee and his heirs and assigns for the aforesaid period of five years in compliance with the condition of this instrument, for the purpose and with the right to dig, quarry, search, explore for, obtain, and remove any kind of minerals, metals or fossils, and particularly mica, and to conduct the same to any extent the said party of the second part, the lessee, may desire. And it is hereby agreed between the parties to this agreement that the party of the second part is to have the use of any unoccupied buildings on said lands for mining purposes, and that he shall have the right to erect such buildings as he needs to carry on such mining operatins during the period of this lease, and that the party of the second part shall keep the same in as good condition as when received, unavoidable accidents excepted. And it is also agreed by the party of the second part that no unnecessary damage is to be done to the lands herein leased during the period of this lease and the continuance of said lease, but the said party of the second part shall have the right to take from said lands leased to the party of the second part any wood or timber the party of the second part may need to carry on said mining operations or which may be needed to carry on the addition to existing buildings or to erect new buildings or sheds on said lands. (Timber of high or special market value is excepted and shall not be used by the lessee.) And it is hereby agreed that the party of the second part, the lessee, is to have right-of-way of ingress and egress to said mines or land upon which exploration is being conducted.

AND IT IS FURTHER AGREED That the party of the second part, the lessee hereby agrees to pay to the said part___ of the first part, or his or their heirs or assigns, a rental royalty of 1/8

on the minerals taken and sold from said mines which shall be for the use of the said lands for the aforesaid period of five years. The said amounts shall be payable on the computation of selling bills on the tenth day of each month covering sales made during the previous month. Any minerals other than those set forth above which may be taken and sold shall be paid for and at the usual royalty rate of the minerals taken.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, shall have the option to renew this lease and to extend the period of its running for an additional five years from the date of its present termination. The option shall be exercised by giving formal written notice to the party of the first part or by the continuation of any mining operations then being conducted. The lessor___ reserve the right to use the land, or convey the same not conflicting with this lease, but under any conveyance the terms of this lease must be recognized by the grantee, purchaser, or assigns thereof. And it is agreed that the lessee may assign this mining lease or any part thereof and that he may sublease.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, is hereby given an option to purchase all the right, title and interest, legal and equitable to and in the real estate described and set forth in this lease for a total purchase price of_____, said purchase price to be paid in full within three years from the date of this instrument and it is agreed that all rental royalties paid to the party of the first part shall apply toward and be a part of the total purchase price above set forth, and that at such time that the total purchase price is paid in the form of royalties or a lump sum payment or a combination of both, the party of the first part will execute a special warranty deed to the party of the second part and that a tender of the remaining purchase price at any time within the next three years shall entitle the party of the second part to specific performance of this option contract.

BUT IT IS EXPRESSLY AGREED That unless mineral or fossil material of practical value for mining purposes shall be found within a period of two years from the date of this instrument, the lease may be terminated by the lessee at any time thereafter on thirty days notice to the lessor___. The lessee agrees that during the period of this lease or the continuance of this lease work in said mines or exploration for new mines within the area leased shall not cease longer than ninety days at any one time, unavoidable accidents excepted.

WITNESS our hands and seals the day and year first above written.

S/ Mrs. D. M. Thomas
S/ Thad Thomas
S/ Homer Thomas (Seal)
S/ Howard Thomas (Seal)
S/ Mrs. Carl Gunter (Seal)
S/ Paul R. Thomas
S/ Mrs. Aude Ellis

Witness:

_____

COPY

MINING LEASE

DEPARTMENT OF THE INTERIOR
Bureau Minerals Administration
RECEIVED
MAY 18 1954

State of North Carolina Mitchell County:

This indenture made this 13th day of May, 1954, ~~XXXX~~ 1953,

between Thad Thomas, Howard Thomas, Mrs. Carl Gunter, Homer Thomas, Paul R. Thomas, Mrs. Aude Ellis and Mrs. D. M. Thomas

of Mitchell County and State of North Carolina as party of the first part, and known as lessor s, and Jeter Boone and Howard Boone

of Mitchell County and State of North Carolina, party of the second part and known as lessee.

WITNESSETH, That the part ies of the first part in consideration of One Dollar in hand received and hereby acknowledged by the lessor s, and in consideration of the agreements hereinafter contained, on the part of the party of the second part to be performed, hereby bargains, leases and grants to the party of the second part, and his heirs and assigns, for the period of five years from the date of this agreement, the following described real property, for mining purposes, in the County and State first above written to wit:

A certain mica mine known as the Doc Thomas Mine, located at Bandana in Mitchell County, N. C. Beginning at the center of the mine and running N. 250 ft., thence West 250 ft., thence South 500 ft., thence East 500 ft., thence North 500 ft., thence West 250 ft., to beginning.

TO HAVE AND TO HOLD the said lands to him, for mining purposes, the said lessee and his heirs and assigns for the aforesaid period of five years in compliance with the condition of this instrument, for the purpose and with the right to dig, quarry, search, explore for, obtain, and remove any kind of minerals, metals or fossils, and particularly mica, and to conduct the same to any extent the said party of the second part, the lessee, may desire. And it is hereby agreed between the parties to this agreement that the party of the second part is to have the use of any unoccupied buildings on said lands for mining purposes, and that he shall have the right to erect such buildings as he needs to carry on such mining operatins during the period of this lease, and that the party of the second part shall keep the same in as good condition as when received, unavoidable accidents excepted. And it is also agreed by the party of the second part that no unnecessary damage is to be done to the lands herein leased during the period of this lease and the continuance of said lease, but the said party of the second part shall have the right to take from said lands leased to the party of the second part any wood or timber the party of the second part may need to carry on said mining operations or which may be needed to carry on the addition to existing buildings or to erect new buildings or sheds on said lands. (Timber of high or special market value is excepted and shall not be used by the lessee.) And it is hereby agreed that the party of the second part, the lessee, is to have right-of-way of ingress and egress to said mines or land upon which exploration is being conducted.

AND IT IS FURTHER AGREED That the party of the second part, the lessee hereby agrees to pay to the said part___ of the first part, or his or their heirs or assigns, a rental royalty of 1/8

on the minerals taken and sold from said mines which shall be for the use of the said lands for the aforesaid period of five years. The said amounts shall be payable on the computation of selling bills on the tenth day of each month covering sales made during the previous month. Any minerals other than those set forth above which may be taken and sold shall be paid for and at the usual royalty rate of the minerals taken.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, shall have the option to renew this lease and to extend the period of its running for an additional five years from the date of its present termination. The option shall be exercised by giving formal written notice to the party of the first part or by the continuation of any mining operations then being conducted. The lessor___ reserve the right to use the land, or convey the same not conflicting with this lease, but under any conveyance the terms of this lease must be recognized by the grantee, purchaser, or assigns thereof. And it is agreed that the lessee may assign this mining lease or any part thereof and that he may sublease.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, is hereby given an option to purchase all the right, title and interest, legal and equitable to and in the real estate described and set forth in this lease for a total purchase price of_____, said purchase price to be paid in full within three years from the date of this instrument and it is agreed that all rental royalties paid to the party of the first part shall apply toward and be a part of the total purchase price above set forth, and that at such time that the total purchase price is paid in the form of royalties or a lump sum payment or a combination of both, the party of the first part will execute a special warranty deed to the party of the second part and that a tender of the remaining purchase price at any time within the next three years shall entitle the party of the second part to specific performance of this option contract.

BUT IT IS EXPRESSLY AGREED That unless mineral or fossil material of practical value for mining purposes shall be found within a period of two years from the date of this instrument, the lease may be terminated by the lessee at any time thereafter on thirty days notice to the lessor___. The lessee agrees that during the period of this lease or the continuance of this lease work in said mines or exploration for new mines within the area leased shall not cease longer than ninety days at any one time, unavoidable accidents excepted.

WITNESS our hands and seals the day and year first above written.

S/ Mrs. D. M. Thomas
S/ Thad Thomas
S/ Homer Thomas (Seal)
S/ Howard Thomas (Seal)
S/ Mrs. Carl Gunter (Seal)
S/ Paul R. Thomas
S/ Mrs. Aude Ellis

Witness:

COPY

MINING LEASE

State of North Carolina Mitchell County:

This indenture made this 1st day of May, 1954, 1953, between Ned Thorne, Howard Thorne, Mrs. Carl Gunter, Homer Thorne, Paul D. Thorne, Mrs. Arlie Hilts and Mrs. D. H. Thorne of Mitchell County and State of North Carolina as party of the first part, and known as lessor s, and Jotar Deane and Howard Deane of Mitchell County and State of North Carolina, party of the second part and known as lessee.

WITNESSETH, That the part ies of the first part in consideration of One Dollar in hand received and hereby acknowledged by the lessor s, and in consideration of the agreements hereinafter contained, on the part of the party of the second part to be performed, hereby bargains, leases and grants to the party of the second part, and his heirs and assigns, for the period of five years from the date of this agreement, the following described real property, for mining purposes, in the County and State first above written to wit:

A certain mica mine known as the Ned Thorne Mine, located at Bandana in Mitchell County, N. C. Beginning at the center of the mine and running N. 250 ft., thence West 250 ft., thence South 500 ft., thence East 500 ft., thence North 500 ft., thence West 250 ft., to beginning.

TO HAVE AND TO HOLD the said lands to him, for mining purposes, the said lessee and his heirs and assigns for the aforesaid period of five years in compliance with the condition of this instrument, for the purpose and with the right to dig, quarry, search, explore for, obtain, and remove any kind of minerals, metals or fossils, and particularly mica, and to conduct the same to any extent the said party of the second part, the lessee, may desire. And it is hereby agreed between the parties to this agreement that the party of the second part is to have the use of any unoccupied buildings on said lands for mining purposes, and that he shall have the right to erect such buildings as he needs to carry on such mining operatins during the period of this lease, and that the party of the second part shall keep the same in as good condition as when received, unavoidable accidents excepted. And it is also agreed by the party of the second part that no unnecessary damage is to be done to the lands herein leased during the period of this lease and the continuance of said lease, but the said party of the second part shall have the right to take from said lands leased to the party of the second part any wood or timber the party of the second part may need to carry on said mining operations or which may be needed to carry on the addition to existing buildings or to erect new buildings or sheds on said lands. (Timber of high or special market value is excepted and shall not be used by the lessee.) And it is hereby agreed that the party of the second part, the lessee, is to have right-of-way of ingress and egress to said mines or land upon which exploration is being conducted.

AND IT IS FURTHER AGREED That the party of the second part, the lessee hereby agrees to pay to the said part ies of the first part, or his or their heirs or assigns, a rental royalty of 1/8

on the minerals taken and sold from said mines which shall be for the use of the said lands for the aforesaid period of five years. The said amounts shall be payable on the computation of selling bills on the tenth day of each month covering sales made during the previous month. Any minerals other than those set forth above which may be taken and sold shall be paid for and at the usual royalty rate of the minerals taken.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, shall have the option to renew this lease and to extend the period of its running for an additional five years from the date of its present termination. The option shall be exercised by giving formal written notice to the party of the first part or by the continuation of any mining operations then being conducted. The lessor s reserve the right to use the land, or convey the same not conflicting with this lease, but under any conveyance the terms of this lease must be recognized by the grantee, purchaser, or assigns thereof. And it is agreed that the lessee may assign this mining lease or any part thereof and that he may sublease.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, is hereby given an option to purchase all the right, title and interest, legal and equitable to and in the real estate described and set forth in this lease for a total purchase price of _____, said purchase price to be paid in full within three years from the date of this instrument and it is agreed that all rental royalties paid to the party of the first part shall apply toward and be a part of the total purchase price above set forth, and that at such time that the total purchase price is paid in the form of royalties or a lump sum payment or a combination of both, the party of the first part will execute a special warranty deed to the party of the second part and that a tender of the remaining purchase price at any time within the next three years shall entitle the party of the second part to specific performance of this option contract.

BUT IT IS EXPRESSLY AGREED That unless mineral or fossil material of practical value for mining purposes shall be found within a period of two years from the date of this instrument, the lease may be terminated by the lessee at any time thereafter on thirty days notice to the lessor s. The lessee agrees that during the period of this lease or the continuance of this lease work in said mines or exploration for new mines within the area leased shall not cease longer than ninety days at any one time, unavoidable accidents excepted.

WITNESS our hands and seals the day and year first above written.

Witness:

_____

C/ Ned Thorne

C/ Homer Thorne

_____ (Seal)

C/ Howard Thorne

_____ (Seal)

C/ Mrs. Carl Gunter

C/ Paul D. Thorne _____ (Seal)

C/ Mrs. Arlie Hilts

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 Mitchell, described as follows:1/

A certain mica mine known as the Doc Thomas Mine, located at Bandana in Mitchell County, N. C. Beginning at the center of the mine and running N. 250 ft., thence W. 250 ft., thence South 500 ft., thence East 500 ft., thence North 500 ft., thence West 250 ft. to beginning.

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/ Jeter Boone and Howard Boone

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 13th day of May, 195 4.

x Thad Thomas [Seal] x Paul R. Thomas

x Howard Thomas. [Seal] x Mrs Aude Ellis

x Mrs. Carl Gunter [Seal] Mrs. D. M. Thomas.

x Homer Thomas

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.

COPY

MF-203
(Revised July 1, 1953)

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 Mitchell, described as follows:1/

A certain mica mine known as the Doc Thomas Mine, located at Bandana in Mitchell County, N. C. Beginning at the center of the mine and running N. 250 ft., thence W. 250 ft., thence South 500 ft., thence East 500 ft., thence North 500 ft., thence West 250 ft. to beginning.

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/ _____

_____

_____

hereinafter called the "Operator"; and

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

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

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

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

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

4. Changes and added provisions _____

_____

_____

_____

Dated this 13th day of May, 1954.

S/ Thad Thomas [Seal] S/ Paul R. Thomas

S/ Howard Thomas [Seal] S/ Mrs. Aude Ellis

S/ Mrs. Carl Gunter [Seal] S/ Mrs. D. M. Thomas

s/ Homer Thomas

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

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

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

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

b. Percentage royalty.--The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land described in Article 2,--(1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years (or other period fixed by the contract) from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production (including any bonuses), in whatever form disposed of, including ore, concentrates, or metal, as follows:

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

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

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

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

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

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

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MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

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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/ _____

hereinafter called the "Operator"; and

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

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

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

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

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

4. Changes and added provisions _____

Dated this 13th day of May, 1954.

S/ Thad Thomas [Seal] S/ Paul R. Thomas

S/ Howard Thomas [Seal] S/ Mrs. Aude Ellis

S/ Mrs. Carl Gunter [Seal] S/ Mrs. D. M. Thomas

s/ Homer Thomas

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

(b) One and one-half ($1\frac{1}{2}$) per cent of any such net amounts, plus one-half ($\frac{1}{2}$) per cent 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) 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 ($1\frac{1}{2}$) per cent; on a net amount of ten dollars ($10.00) per ton, three and one-half ($3\frac{1}{2}$) per cent.)

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

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2/ _____

_____

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4. Changes and added provisions _____

_____

_____

_____

Dated this 13th day of May, 1954.

C/ Earl Thomas _____ [Seal] C/ Earl D. Thomas

C/ Edward Thomas _____ [Seal] C/ Mrs. Ada Ellis

C/ Mrs. Carl Center _____ [Seal] C/ Mrs. D. E. Thomas

C/ Rosie Thomas

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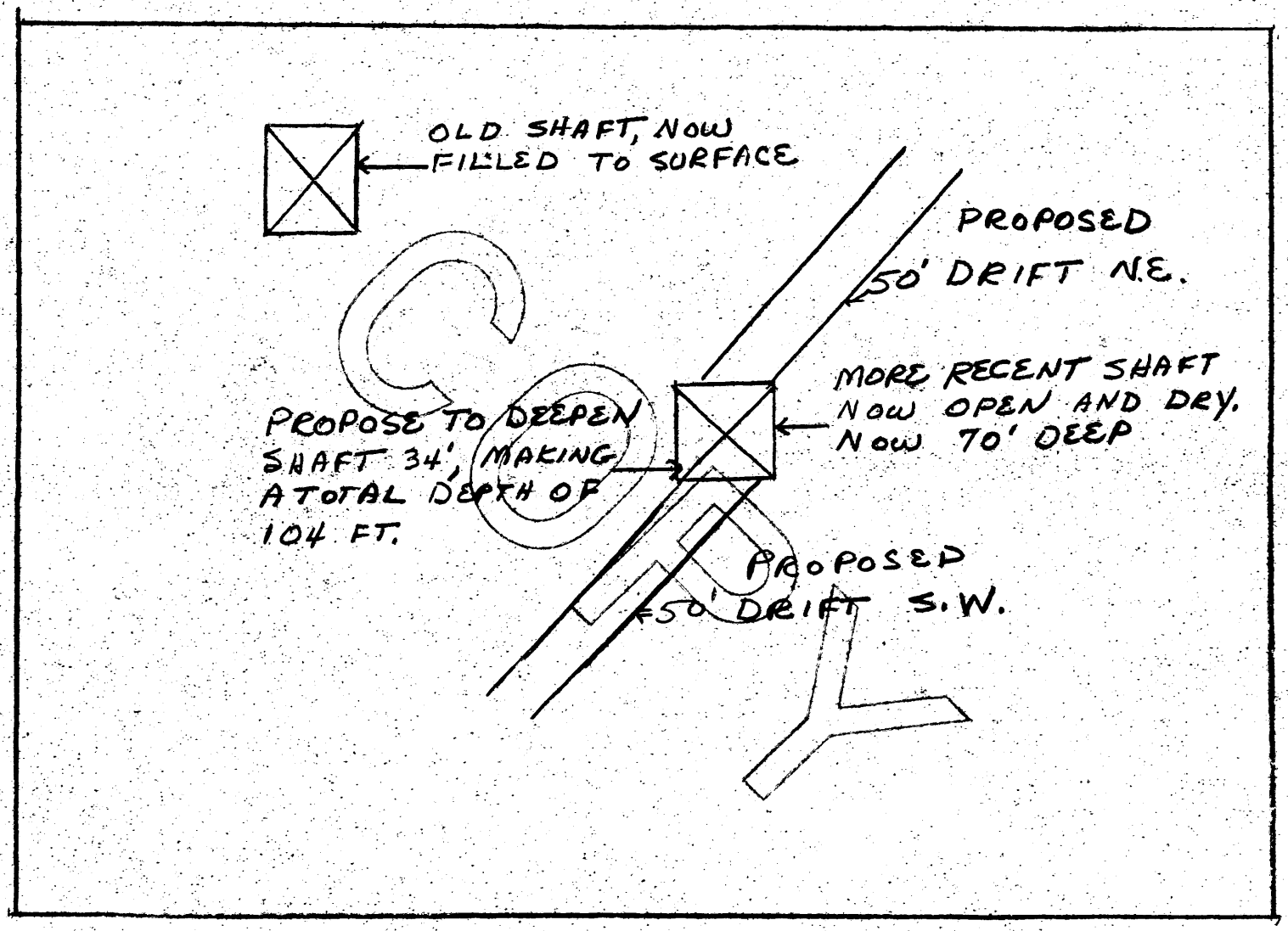
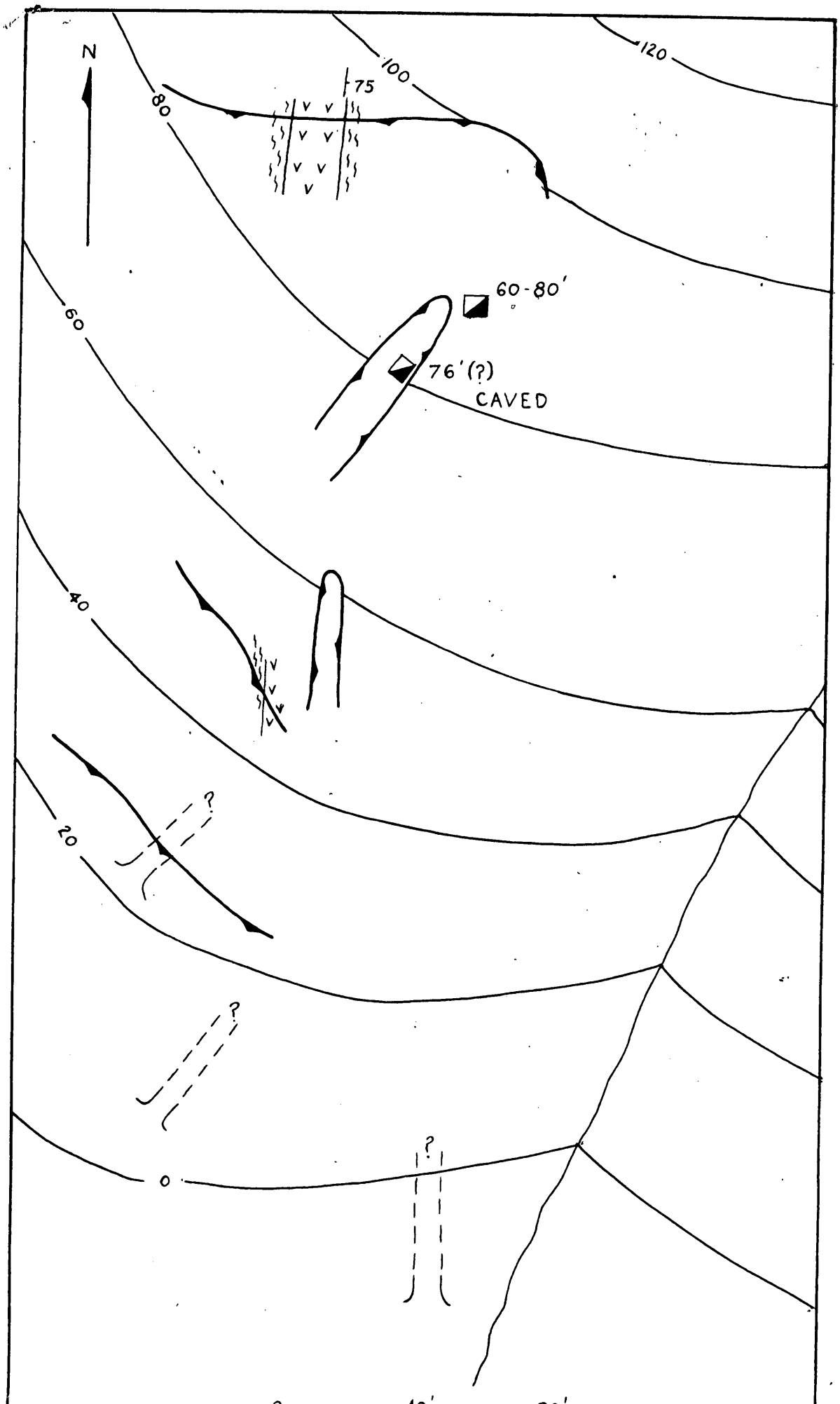
f. No Obligation to Produce.--This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

DOC THOMAS MINE





SKETCH OF

DOC THOMAS MINE

MITCHELL CO., N.C.

DMEA-3356

1012 Flood Building
~~870 Market Street~~
San ~~Francisco 2, Calif.~~
OFFICIAL BUSINESS

SAN FRANCISCO
MAY 14 1951
CALIF.
36

Defense Minerals Exploration Administration
Interior Building
Washington 25, D. C.