DOCKET INDEX

ACTION DOCUMENTS

1	Application	Date Received	6-14-54
2	Contract	Date	9-9-54
3	Termination Agreement	Date	11-29-54
4	Certification	Date	
5	Audit Report	Date	
6	Amendments - Numbers	Date	

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
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DEC 28 1954

Docket Copy

TERMINATION AGREEMENT

It is agreed this 28th day of November, 1954, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Joe C. Vance, hereinafter called the "Operator," parties to that certain Exploration Project Contract Idm-E704, Docket No. DMEA-3391, dated September 9, 1954, hereinafter called the "Contract," that:

1. Effective October 21, 1954, the Contract and all obligations of the parties thereunder, except as otherwise herein expressly provided, shall be and are hereby terminated.

2. The Government shall contribute only to the fixed unit costs of work performed prior to said effective date.

3. The Operator shall promptly perform all winding-up and settlement actions provided for in the Contract, including the rendering of the final report and final account.

4. The Operator hereby releases and agrees to save the Government harmless from all claims or demands under or arising out of said Contract, except as otherwise provided in this termination agreement.

IN WITNESS WHEREOF, these parties have executed this agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

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

Griffis
Hoffman
Anderson
Stout
Talbot
Selfridge
Fitzsimmons

JOE C. VANCE

Joe C. Vance

MF-200 (A)
(February 1952)

DOCKET NO. DMEA 3391

COMMODITY Mica

IDM - E 704

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Docket Copy

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

EXPLORATION PROJECT CONTRACT[1]

(Short Form)

IT IS AGREED this 9th 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] Joe C. Vance
Plumtree, North Carolina

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

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

ARTICLE 2. *Operator's property rights.*—With respect to that certain land situated in the State of North Carolina, County of Avery, described as ~~follows:~~[3] set forth in Annex I

the Operator represents and undertakes:[4]

(*a*) ~~That the Operator is the owner, in possession and entitled to possession, and that the property is subject only to the following claims, liens, or encumbrances, as to each of which the subordination agreement of the holder is attached:~~

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

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

ARTICLE 3. *Exploration project.*—The Operator, within 30 days from the date of this contract shall commence work on a project of exploration for[5] Mica

in or upon the described land; and shall bring the project to completion within a period of Four (4) Months from the date of this contract. The work to be performed is more fully described in Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, are made a part of this contract. The Government will contribute to the cost of this work as hereafter provided. The work shall be performed by the Operator or by independent contractor or contractors efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for workmen's compensation and employers' liability insurance, with suitable and adequate equipment, materials, and labor, to bring the project to completion within the time fixed. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

ARTICLE 4. *Costs of the project.*—The agreed, estimated costs of performing the work, expressed in terms of units of work to be performed (per foot of drifting, per foot of drilling, per cubic yard of material to be moved, etc.) are set forth in Exhibit "A," attached hereto. The Government will pay 75 percent of these agreed, estimated costs, as they accrue, for units of work actually performed that conform with the description or specifications for the work set forth in this contract, in an aggregate total amount not in excess of $2,709.75, which is 75 percent of $3,613.00 the agreed, estimated total cost of the project in which the Government will participate: *Provided,* That until the Operator's final report and final accounting have been rendered to the Government and any final check or auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract. The Government may, as it sees fit, make payments direct to the Operator's independent contractors, if any, for the account of the Operator, rather than to the Operator.

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

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

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

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

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

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

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

(2) One and one-half (1½) percent of any such net amounts, plus one-half (½) percent of such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such net amounts.

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

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

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

(*d*) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations. See Annex II, substituted for Article 6.

ARTICLE 7. *Assignment, transfer, or loss of Operator's interest.*—Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder. The Operator shall not make any voluntary nor permit any involuntary transfer or conveyance of the Operator's rights in the land described in Article 2, without making suitable provision for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof; *Provided,* that mere failure by the Operator to maintain the Operator's rights in the land, without any consideration running to the Operator other than relief from the cost of maintaining such rights (as by surrender of a leasehold, failure to perform assessment work, or failure to exercise an option), coupled with complete abandonment by the Operator of all interest in or operations on the land for a period of 10 years from the date of this contract, shall not constitute such a transfer or conveyance. Should the Operator make or permit any transfer or conveyance in violation of this provision, the Operator shall be and remain liable for payment to the Government of the same amounts, at the same times, as would have been paid under the terms of the percentage royalty on production. If for any reason the net smelter returns, net concentrator returns, or other net amounts realized from the sale or other disposition of such production are not available as a means of measuring the amount of the Operator's liability, the amount thereof shall be estimated as well as may be, and in the event of dispute as to such estimates, the determination thereof by the Administrator of Defense Minerals Exploration Administration or by his successor shall be final and binding upon the Operator.

ARTICLE 8. *Termination and completion.*—The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if, in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worth while discovery and in the opinion of the Government further operations are not justified.

ARTICLE 9. *Changes and added provisions* That part of the second sentence in Article 7 beginning with the word "Provided" is deleted.

Executed in sextuplicate the day and year first above written.

Joe C. Vance
(Operator)
Joe C. Vance

By

THE UNITED STATES OF AMERICA

By C. W. Mitchenor
Administrator, Defense Minerals Exploration Administration

Boyton
York
Anderson
Chandler
Selbridge
Johnson

I, , certify that I am the secretary of the corporation named as Operator herein; that , who signed this contract on behalf of the Operator, was then of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE 16—66329-1

OCT 11 1954

EXPLORATION PROJECT CONTRACT
JOE C. VANCE
DOCKET NO. DMEA-3391

ANNEX I

The land referred to in Article 2 of the contract form and in Annex II was leased for mining purposes to Joe C. Vance for a period of three years by W. W. Avery heirs, by an instrument dated March 8, 1954. It is located on the south side of Razorback Ridge, 3.8 airline miles N. 43° W. of Plumtree, Avery County, North Carolina, and is described in the lease as follows:

> The Joe Mines on the Avery Property known as the Powder Mill Boundary in Roaring Creek Township, Avery County, N. C.: Beginning at a big chestnut oak on the bank of Oaks Knob Road on the Dave Pitman and Avery boundary line about 100 feet north of mines and running east 400 feet with said line to a stake; thence, south down ridge 400 feet to stake; thence, west 800 feet around ridge to a stake; thence, north up ridge 400 feet to the same Pitman and Avery boundary line; thence east 400 feet with said line to the beginning, thus situating the Joe Mine in a north central position of the herein-described tract of land.

EXPLORATION PROJECT CONTRACT
JOE C. VANCE
DOCKET NO. DMEA-3391

Defense Minerals Administration
RECEIVED
OCT 11 1954

ANNEX II

The following provisions are in lieu of Article 6 :

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 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. 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, for 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 raw 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 ($1\frac{1}{2}$) percent of amounts ("gross proceeds" or "value") not in excess of eight dollars ($8.00) per ton of production in the form in which sold, held, or used, plus one-half ($\frac{1}{2}$) 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 ($1\frac{1}{2}$) percent; on an amount of ten dollars ($10.00) per ton, three and one-half ($3\frac{1}{2}$) percent.)

f. 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.

g. 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.

h. 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 mining or production operations.

i. 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.

EXPLORATION PROJECT CONTRACT
JOE C. VANCE
DOCKET NO. DMEA-3391

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 Joe Mine, Avery Co., N. C., DMEA-3391 (mica)," as follows:

1. Prepare site for incline by stripping the pegmatite with bulldozer and cutting a diversion and drainage ditch.

2. Construct a toolhouse, 10 feet by 12 feet, a powder magazine, and an exploder magazine.

3. Sink a two-compartment, inclined shaft on the pegmatite to a depth not to exceed 40 feet.

4. From the bottom of the incline, explore the pegmatite by driving not more than 50 feet of drift and/or crosscut.

The incline and the drifts and/or crosscuts shall be timbered where 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.

Agreed Unit Costs

1. Preparing site for incline 1/		$400.00
2. Constructing:	Toolhouse 1/	75.00
	Powder magazine 1/	25.00
	Exploder magazine 1/	13.00

1/ The completed work constitutes the unit.

3. Sinking 40 feet of incline shaft @ $40.00/ft.	$1,600.00	
4. Driving 50 feet of drift and/or crosscut @ $30.00/ft.	1,500.00	
Agreed Estimated Total Cost of Project		$3,613.00
Government Participation @ 75%		$2,709.75

DEPT. OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 11 1954

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 AVERY, described as follows: 1/ The Joe mines on the Avery Property known as the Powder Mill B oundry in Roaring Creek Township, Avery County, N. C.: Begining at a big chestnut oak on the bank of Oaks Knob Road on the Dave Pitman and Avery Boundry line about 100 feet north of mines and running east 400 feet with said line to a stake; thence, south down ridge 400 feet to a stake; thence, west 800 feet around ridge to a stake; thence, north up ridge 400 feet to the same Pitman & Avery boundry line; Thence east 400 feet with said line to the begining, thus situatint the Joe Mine in a north contral position of the herein described tract of land.

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/ Joe C. Vance , Plumtree, N . C.

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 15 day of Sept, 1954.

W. W. Avery Heirs [Seal]

By Buena Chavel, Agent [Seal] Plumtree, N. C

_____ [Seal]

DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 3391

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

Routing Slip

To:	600	Date	6/15/54
To:	Open Conn	Date	7-9-54
To:	Open Conn	Date	9-8-54
To:	600	Date	9-10
To:	Open Conn	Date	11-23-54
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DO NOT DETACH

CONTROLLED DOCUMENT

Docket Copy
Surname:
Anderson
F.L. Kromse
Talbut
Selfridge

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

OCT 14 1955

Mr. Joe C. Vance

Plumtree, North Carolina

Re: Docket No. DMEA-3391 - Mica
Joe C. Vance
Joe Mine
Avery County, North Carolina
Contract No. Idm-E704

Dear Mr. Vance:

Reference is made to your terminated 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,

Frank E. Johnson

ACTING Administrator

WCAnderson:gad 10/12/55
Copy to: Admr. R. File
Docket
Mr. Chambers
Mr. Dietrich, 3061
Mr. Kiilsgaard, 5222
Field Team, Region V
Mr. Houk
Buena Vance, Agent for W. W. Avery Heirs, Plumtree, N. C.
Mr. Anderson

R.C.H.

RECEIVED
SEP 15 1955

September 13, 1955

Mr. Joe C. Vance

Plumtree, North Carolina

Re: DMEA-3391, Idm-K70h (mica)
Joe Mine, Avery County, N. C.

Dear Mr. Vance:

On July 6 we wrote to you regarding payment of royalties due on sales of mica from the Joe Mine, Avery County, N. C., which was explored under the subject contract.

As we have had no answer to our letter this is to remind you that payment of royalties are over due.

Please forward a check or money order in the amount of 5 percent of all mica sold as a result of the exploration performed under the contract, made payable to Defense Minerals Exploration Administration.

Your immediate attention to this matter is requested.

Very truly yours,

Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION V

VJL/sm

Opr. Com.-2
Lynch
Shirley
Files

Docket Copy
Surname: Anderson
Houk
George C. Selfridge
Wednesday

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

600

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 our letter of June 27, 1955, relative to six uncertified projects which have been completed or terminated but no closing letters have been written because of the unsettled situation with regard to royalties.

We have received reports on three of these projects. We have not had reports on the following projects:

Docket No.	Contract No.	Value of production
DMEA-3329	Idm-E714	$70.00
DMEA-3391	Idm-E704	$40.00
DMEA-3402	Idm-E702	Unknown

If you will clear up this matter it will be appreciated as we wish to close out the contracts as soon as possible.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

P. F. Yopes
Member, Bureau of Mines

/s/ M. E. Nelson
Member, Geological Survey

WCAnderson:gad 9/8/55
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Anderson

R.C.S.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 109 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

RECEIVED
JUL - 8 1955

July 6, 1955

Mr. Joe C. Vance

Plumtree, North Carolina

Re: DMEA-3391, Idm-E704 (mica)
Joe Mine, Avery County, N.C.

Dear Mr. Vance:

Under item (b) of Annex II 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 your progress report which accompanied your voucher, you produced 300 to 400 pounds of block mica by bulldozing.

In order to close our records on this contract, it would be appreciated if you would send this office a check for the Government's royalty on this and any other production. In the case of mica it wold be 5 percent. 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

RAL/mm
cc:
Opr. Com.-2
Lynch
Shirley
Files

Docket Copy
Surname:
Anderson
Houck
Talbut
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-2919	Idm-2524	Unknown
DMEA-3248	Idm-2703	Unknown
DMEA-3329	Idm-2714	$70.00
DMEA-3356	Idm-2711	Unknown
DMEA-3391	Idm-2704	$40.00
DMEA-3482	Idm-2702	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 (2/8)

Approved:

J. H. Hedges (2/8)
Member, Bureau of Mines

Thor H. Kiilsgaard (2/8)
Member, Geological Survey

WCAnderson:gad 6/22/55

Copy to: Admr. R. File
Docket
Operating Committee
Mr. Dietrich, 3061
Mr. Kiilsgaard, 522
Mr. Houk

Project Summary Report

By: Walter C. Anderson June 6, 1955

1. Docket No. DMEA-3391-Mica
Contract No. Idm-E704
Joe Mine
Avery County, North Carolina

Operator: Joe C. Vance
Plumtree, North Carolina

Application: Form MF-103 (April 1952) received June 14, 1954
Work proposed: Bulldoze drainage ditch and shaft site, sink 25 feet of shaft and drive 50 feet of drift.
Amount requested: $4,500.00

Operator's property rights:
Lease for 3 years, dated March 8, 1954.
Owner's Consent to Lien dated September 15, 1954.

2. Contract: Form MF-200A (February, 1952) dated September 9, 1954
Work authorized:

Preparing site for incline	$ 400.00
Construction: Toolhouse, powder & exploder magazines	113.00
40 feet of incline @ $40.00/ft	1,600.00
50 feet of drift and/or crosscut @$30.00/ft	1,500.00
Total agreed unit cost	$3,613.00
Government participation@ 75%	$2,709.75

Work completed:

Bulldozing site for incline	$ 400.00
Total accepted cost	$ 400.00
Government participation @ 75	$ 300.00

Work began on September 27, 1954 and completed on October 1, 1954.
The contract was terminated by mutual agreement on November 29, 1954.
Field Team Final Report received December 10, 1954.
Operator's progress report covers all money expended and is therefore accepted as final report.
Value of mica production during project estimated at $40.00, but not yet marketed.
No equipment purchased under contract.

3. Audit: Report of Review issued January 6, 1954.

Accepted cost	$ 400.00
Government participation at 75%	$ 300.00

4. Certification of discovery: None issued

5. Comments:

How conducted: All of the work in which the Government participated was acceptable. Through cooperation between Government and Operator enough work was done to determine worht of the deposit.

Operation: Good

Engineering: only one report made by Operator, which is acceptable as final report.

Geological premise: Bulldozer work exposed a pegmatite much smaller than anticipated and containing mica which yielded very little of a strategic quality. This was sufficient evidense to disprove the premise of a continuance of surface indications and therefore the contract was terminated.

Geological Criteria upon which work was based:

1. Unzoned, unweathered, conformable pegmatite 4 to 5 feet thick.
2. Mica occurrence on both foot and hanging walls.
3. Mica, hard and free splitting. Books weighing up to 100 pounds, yielding trimmed sheet 4 by 6 inches.

Criteria developed during project:

1. Conformable pegmatite - 2 to 5 feet thick.
2. Mica recovered yielded very little of strategic quality.

Future possibilities: Very remote for development of a paying mica producer.

Recommendations: The Nonmetallic Minerals Division concurs in Field Team's recommendation that no further work is warranted and that a certification of discovery should not be issued. The Bureau of Mines and Geological Survey agree.

Walter C. Anderson

Walter C. Anderson, Mining Engineer

Copy to: Admr. R. File
Official Docket
Division Docket
Mr. Anderson
Mr. Houk

Project Summary Report

By: Walter C. Anderson June 6, 1955

1. Docket No. DMEA-3391 - Mica
Contract No. Idm-E704
Joe Mine
Avery County, North Carolina

Operator: Joe C. Vance
Plumtree, North Carolina

Application: Form MF-103 (April 1952) received June 14, 1954
Work proposed: Bulldoze drainage ditch and shaft site, sink 25 feet of shaft and drive 50 feet of drift.
Amount requested - $4,500.00

Operator's property rights: W. W. Avery Heires Property - 7 acres
Lease for 3 years, dated March 8, 1954.
Owner's Consent to Lien dated September 15, 1954.

2. Contract - Form MF-200A (February, 1952) dated September 9, 1954
Work authorized:

Preparing site for incline	$ 400.00
Construction-Toolhouse, powder and exploder magazine	113.00
40 feet of incline @ $40.00/ft	1,600.00
50 feet of drift and/or crosscut @ $30.00/ft	1,500.00
Total agreed unit costs	$ 3,613.00
Government participation @ 75%	$ 2,709.75

Amendments - None

Work completed:

Bulldozed site for incline	$ 400.00
Total accepted cost	$ 400.00
Government participation @ 75%	$ 300.00

Work began on September 27, 1954 and completed on October 1, 1954.
The contract was terminated by mutual agreement on November 29, 1954.
Field Team Final Report received December 10, 1954.
Operator's progress report covers all money expended and is therefore accepted as final report.
Value of mica production during project estimated at $40.00, but not yet marketed.
No equipment purchased under contract.

3. Audit - Report of Review issued January 6, 1954.

Accepted cost	$ 400.00
Government participation	$ 300.00

4. Certification of discovery - None issued.

5. Comments:

How conducted - All of the work in which the Government participated was acceptable. Through cooperation between Government and Operator enough work was done to determine worth of the deposit.

Operation - Good

Engineering - Only one report made by Operator, which is acceptable as final report.

Geological premise - Bulldozer work exposed a pegmatite much smaller than anticipated and containing mica which yielded very little of a strategic quality. This was sufficient evidence to disprove the premise of a continuance of surface indications and therefore the contract was terminated.

Geological Criteria upon which work was based:

1. Unzoned, unweathered, conformable pegmatite 4 to 5 feet thick.
2. Mica occurrence on both foot and hanging walk.
3. Mica, hard and free splitting. Books weighing up to 100 pounds, yielding trimmed sheet 4 to 6 inches.

Criteria developed during project:

1. Conformable pegmatite - 2 to 5 feet thick.
2. Mica recovered yielded very little of strategic quality.

Future possibilities - very remote for development of a paying mica producer.

Recommendations: The Nonmetallic Minerals Division concurs in Field Team's recommendation that no further work is warranted and that a certification of discovery should not be issued. The Commodity Specialists of the Bureau of Mines and Geological Survey agree.

Walter C. Anderson

Walter C. Anderson, Mining Engineer

IN REPLY REFER TO:

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 20 1955

3212

January 18, 1955

Re: DMEA-3391
Joe C. Vance
(Joe Mine)
Avery Co., N. C.
$400 - Mica

Memorandum

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

From: E. L. Newcomb, U. S. Geological Survey

Subject: Review of Final Field Team report

The Field Team has recommended a certificate of discovery not be issued.

The contract was terminated at the conclusion of Stage I, which consisted of 40 hours of bulldozing to better expose a favorable pegmatite.

Results of dozing indicated a second stage of shaft sinking and drifting was not warranted.

Although 400 pounds of mine-run mica was recovered, most of this mica was non-strategic and of very poor quality.

No reserves were indicated by the completed work.

I recommend concurrence with the Field Team's recommendation against the issuance of a certificate of discovery.

E. L. Newcomb
E. L. Newcomb

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

JAN 11 1955

January 11, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-3391 (mica)

Applicant: Joe C. Vance

Name and Location of Property: Joe Mine, Avery County
North Carolina

Contract Number: Idm-E704

Date of Field Team Final Report: December 8, 1954

Date Rec'd. by Br. of Ceram. & Fert. Mat.: December 15, 1954

Field Team Recommendation:

1. No certification.

Comments:

1. Mica was obtained but mainly was of lower quality.

2. No significant reserves of strategic mica.

3. Expenditures -

Total approved	-	$3,613
Total cost	-	400
Gov't. share	-	300
Value of production during operation	-	40

Recommendation:

I concur in the field team's recommendation to deny certification of this project.

W. F. Dietrich

W. F. Dietrich

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 28 1954

December 27, 1954

Memorandum

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

From: Executive Officer, DMEA Field Team, Region VII

Subject: DMEA-3391, Idm-E 704 (mica)
JoeC. Vance, Plumtree, North Carolina
Joe Mine - termination agreement

Enclosed are the original and two copies of the subject termination agreement. The usual distribution of the other copies has been made.

Robert A. Laurence

Robert A. Laurence

Enclosures 3

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 22 1954

December 20, 1954

Mr. Joe C. Vance

Pluntree, North Carolina

Re: DMEA-3391, Idm-E 704 (mica)
Joe Mine.

Dear Mr. Vance:

On November 29, 1954 this office sent you the original and five copies of an Agreement of Termination for the subject exploration contract at the Joe Mine. To date we have not received them. We requested that you retain the one marked "Operator's Copy" and return all the others to us. If for any reason the agreement was not acceptable in its present form return all copies to this office unsigned, along with suggested changes.

Please give this your immediate attention.

Very truly yours,

Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION VII

WAB/sm
cc:
Beck
Shirley
Opr. Com.
Files

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 2031 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 10 1954

December 8, 1954

Memorandum

To: Operating Committee, D M E A - Washington

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

Subject: Final Field Team Report - DMEA-3391, Idm-E 704 (mica)
Joe C. Vance, Plumtree, N. C. Joe Mine

Enclosed are four copies of the subject final report. As the work lasted only a few days, the Operator's one monthly report and narrative received on October 12, is acceptable as a final engineering and geologic report.

Termination agreement forms were sent to the Operator for signature on November 29, 1954, but we have not yet received them from him.

We agree that the project should not be certified.

Robert A. Laurence/WAB

Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION VII

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

Reviewed by
DMEA OPERATING COMMITTEE
12-13-54
(date)

FINAL REPORT
UNITED STATES
DEPARTMENT OF THE INTERIOR

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 10 1954

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD TEAM FINAL REPORT ON

DMEA-3391, Idm-E704 (mica)

JOE MINE
Avery County, North Carolina

BY

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

and

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

December 7, 1954

Reviewed by
DMEA OPERATING COMMITTEE
12-13-54
(date)

FINAL REPORT

DMEA-3391, JOE MINE (mica)

Operator: Joe C. Vance, Plumtree, North Carolina

The Joe Mine is on the south side of Razorback Ridge, 3.8 airline miles N. 43° W. of Plumtree, Avery County, North Carolina.

Work completed under the contract consisted of stripping a pegmatite and cutting a diversion and drainage ditch with a bulldozer. As the mica recovered by this work yielded only a small proportion which was of strategic quality, the contract was terminated by mutual agreement effective October 21, 1954. No additional exploratory work is warranted.

Work on this contract began September 27, 1954 and was completed October 1, 1954. About 40 hours of bulldozer work in addition to spot drilling and blasting were required to strip the pegmatite and cut a drainage and diversion ditch.

A conformable pegmatite 2-5 feet thick was exposed by the dozing. It strikes about N. 70° E. and dips 45° to the southeast. The body consists of perthite, quartz, plagioclase, muscovite, biotite, and garnet. Muscovite tends to be concentrated along both contacts and perthite and quartz in the central portion of the pegmatite. The prevailing country rock is hornblende gneiss but adjacent to the pegmatite it has been altered to biotite gneiss which is in part vermiculitic.

About 400 pounds of "mine-run" mica was recovered from the dozing. Most was very heavily mineral-stained and when processed yielded only about 1½ pounds of strategic mica worth about 20-25 dollars, and approximately $15-20 worth of scrap and punch.

No significant reserves of strategic mica were discovered by the work performed.

Expenditures:	(a)	Total approved	$3,613.00
	(b)	Total cost of project	400.00
	(c)	Government's share of cost	300.00
	(d)	Government's share unexpended	2,409.75
	(e)	Value of production during opr. Esti.	40.00

The work done on this project was conducted in an efficient and satisfactory manner. No equipment was purchased under the contract.

December 7, 1954.

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

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

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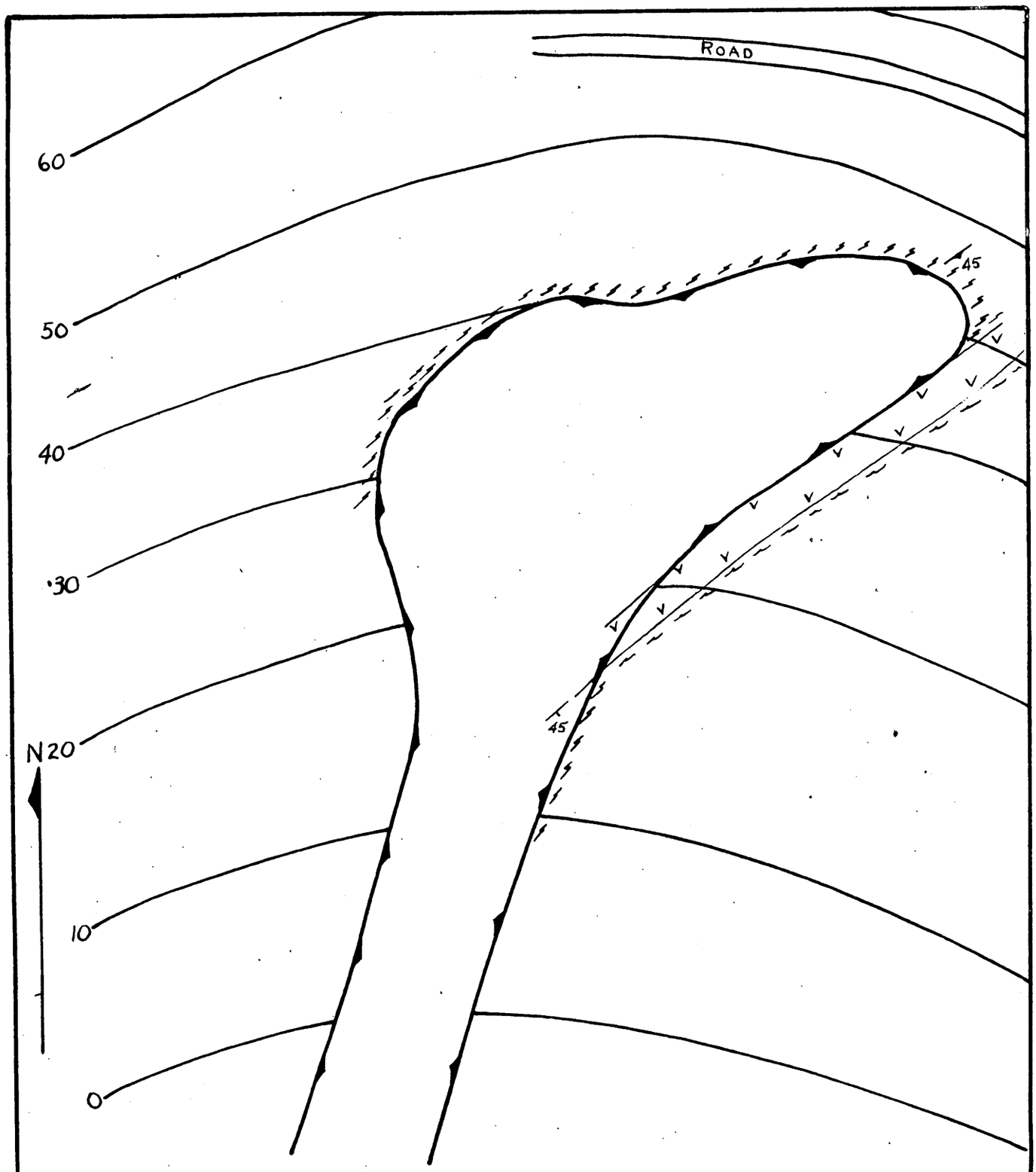

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SCALE

SKETCH OF

JOE MINE

AVERY CO., N.C.

DMEA-3391 (mica)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1015, POST OFFICE BLDG.
KNOXVILLE 2, TENN.

WASHINGTON 25, D.C.

October 27, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA Region VII - Knoxville, Tenn.

Subject: Request for termination, DMEA-3391, Idm-E 704 (mica) Joe Vance. Joe Mine, Avery County, N. C.

Attached are 4 copies of the latest interim report on the subject contract.

We agree with the field examiners that additional work on this pegmatite is not warranted and request permission to terminate the contract by agreement with the Operator, effective October 21, 1954 the date on which the Operator was advised to suspend work.

Wm. A. Beck, Acting
Executive Officer, DMEA
Region VII

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

DEPARTMENT OF THE INTERIOR
Defense Minerals
RECEIVED
OCT 29 1954

INTERIM REPORT

DMEA-3391 Idm-E704 (mica) JOE MINE

OPERATOR: Joe C. Vance, Plumtree, North Carolina

LOCATION: On the south side of Razorback Ridge, 3.8 miles N 43° W of Plumtree, Avery County, N. C.

After examination of processed mica recovered during preparation of the incline site by bulldozer, the Field Examiners share the opinion that no additional work is warranted at this prospect. The mica is very badly stained and much of it is "tied" or "locky". The operator was notified and was agreeable with the decision.

Work completed consisted of that outlined under Item 1 of Exhibit "A" of the contract which constituted the unit.

L. E. Shirley (M.R.)
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

October 21, 1954

Docket Copy
Surname:
Anderson
Houk
Talbut
Kiilsgaard
Selfridge
Johnson
Stillwell

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

NOV 26 1954

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

Subject: Docket No. DMEA-3391 - Mica
Joe C. Vance
Joe Mine
Avery County, North Carolina
Contract No. Idm-E704

Dear Mr. Laurence:

Reference is made to Field Team memorandum of October 27, 1954, requesting termination of subject contract by agreement with the Operator.

Please find herewith the original and five copies of Termination Agreement. If it meets with your approval please sign and present it to the Operator for approval and signature.

After execution of the Termination Agreement the copies are to be distributed in the usual manner.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

J. H. Hedges

Member, Bureau of Mines

Thor H. Kiilsgaard

Member, Geological Survey

Enclosures 6

WCAnderson:gad 11/22/54
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

R.C.S.

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

October 8, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region VII

Subject: Signed Contract: DMEA-3391, Idm-E 704, Joe C. Vance (mica)

Transmitted are three signed copies of the subject contract. The usual distribution of the other copies has been made. The new Owner's Consent to Lien forms are attached to each copy.

Robert A. Laurence

Robert A. Laurence

INTERIM REPORT

DEPARTMENT OF THE INTERIOR
Defense Plant
OCT 18 1954

DMEA-3391 Idm-E704 (mica) JOE MINE

OPERATOR: Joe C. Vance, Plumtree, N. C.

LOCATION: On the south side of Razorback Ridge, 3.8 miles N 43° W of Plumtree, Avery County, N. C.

Starting date on this contract is September 27, 1954. Bulldozing for incline site preparation has been completed and incline sinking will begin after a report is made by the operator on quality as derived from sale of mica recovered during bulldozing. Incline preparation consisted of deepening the existing cut, as shown on sketch map accompanying the examination report, about 20 feet. The work followed roughly the outline of the cut and width and slope are favorable, for future work. Pegmatite was exposed in the southeast side of the cut and varies in thickness from 14" to 24". The body is composed of kaolinized feldspar containing scattered quartz, biotite and muscovite mica, most of which was badly stained. About 300 pounds of mica was recovered in variable sizes. The operator was asked to process this mica and furnish the examiners with a report of the sale, before starting any incline work. After examining this report a decision on any additional exploration will be made.

Mr. W. A. Beck, member of the Field Team, Region VII, accompanied the examiners on this visit to the mine.

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

October 6, 1954

Docket Copy
Surname:
Anderson
Houk
Chessler
Selfridge
B. Johnson

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

600

SEP 9 1954

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

Subject: Docket No. DMEA-3391 - Mica
Joe C. Vance
Joe Mine
Avery 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 the attachment of Owner's Consent to Lien on the form revised July 1, 1954. A copy of a memorandum from the Legal Division, dated August 25, 1954, is enclosed.

If the contract meets with your approval present it to the Operator for approval and signature. Please explain to the Operator that the contract, when executed, is a firm commitment under the terms of which it is obligated to complete the work outlined at the agreed unit cost. If any part of this contract does not have either your approval or that of the Operator and cannot be amended within your delegated authority, then the original and all copies of the contract are to be returned to this office, together with the proposed changes for consideration.

After execution of the contract, the copies are to be distributed in the usual manner. Copies of memoranda from the Geological Survey, dated August 3, 1954, and from the Bureau of Mines, dated July 30, 1954, are enclosed.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (2/B)

Approved:

J. H. Hedges

Member, Bureau of Mines (2/B)

Thor H. Kiilsgaard

Member, Geological Survey (2/B)

Enclosures 11

WCAnderson:gad 8/30/54
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Dietrich, 3061
Mr. Kiilsgaard, 5227
Mr. Houk

R.G.

Docket Copy
Surname:
Anderson
Houk
Chandler
Selfridge
Hedges

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

SEP 9 1954

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

Subject: Docket No. DMEA-3391 - Mica
Joe C. Vance
Joe Mine
Avery County, North Carolina

Dear Mr. Laurence:

Reference is made to the field examination report, dated July 21, 1954, on the subject mine, which is the basis for the contract transmitted to your office today.

It has been called to our attention that specifications are required for item 1, namely, preparing site for incline. Accordingly, it is suggested that in future reports where such work is proposed, the approximate yardage or dimensions of cut required for shaft site and the size and approximate length of diversion or drainage ditches be given.

This will also apply to trenching for other purposes, as well as building construction such as toolhouses, powder and exploder magazines, or any other item in a short form contract where the completed work constitutes the unit.

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 9/7/54
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Dietrich, 3061
Mr. Kiilsgaard, 5227
Mr. Houk

R.C.S.

DMEA
File Copy
Anderson
Houk

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

August 25, 1954

Memorandum

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

From: Acting Assistant Solicitor, Defense Minerals

Subject: Joe C. Vance, Docket No. DMEA-3391 - Mica

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

/s/ Henry C. Rubin
For J. L. Hofflund
Acting Assistant Solicitor
Defense Minerals

Attachments 7

HCRubin:ep

Copy to: Solicitor's Docket
DMEA Docket
Mr. Houk (2)
Mr. Hofflund
Mr. Rubin
Chron.

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

August 25, 1954

Memorandum

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

From: Acting Assistant Solicitor, Defense Minerals

Subject: Joe C. Vance, Docket No. DMEA-3391 - Mica

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

Harry C. Pontius
For J. L. Hofflund
Acting Assistant Solicitor
Defense Minerals

Attachments 7

IN REPLY REFER TO:

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

August 3, 1954

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-3391 (mica)

To: Lawrence G. Houk, Defense Minerals Exploration Administration
From: R. D. Trace, U. S. Geological Survey
Applicant: Joe C. Vance, Plumtree, North Carolina
Name of property: Joe Mine
Location of property: Avery County, North Carolina
Date of Field Team Report: July 21, 1954
Authorship of Field Team Report: Teague, Amos, and Shirley
Field Team recommendation:

1) Strip pegmatite for incline site.
2) Cut drainage and diversion ditches.
3) Sink incline 40 ft. on pegmatite.
4) 50 feet of drift at bottom of incline.

(Field Team suggests that work be done in 2 stages, but does not specify what the stages are. I presume Stage 1 includes stripping, ditching, and sinking, and Stage 2 is drifting. Does the Field Team imply that Stage 2 be contingent upon the results of Stage 1?)

Comments: An unweathered pegmatite, 4-5 feet wide, trending NE and dipping 45° SE, occurs in hornblende gneiss. Mica is present on both hanging and foot walls of the peg. The grade and quantity of mica that the applicant has recently taken from the property suggest that further exploration is warranted.

ACTION RECOMMENDED: Follow Field Team's recommendation.

Bob Trace

R. D. Trace

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

2

July 30, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3391 (mica)

Applicant: Joe C. Vance

Name and Location of Property: Joe Mine
Avery County, North Carolina

Date of Field Team Report: July 21, 1954

Date Rec'd. by Ceramic & Fert. Mtls. Br.: July 29, 1954

Field Team Recommendation:

1. Approval of contract for exploration assistance by sinking a 40-foot inclined shaft and drifting 50 feet along the vein.

2. Estimated cost - $3,688.

Comments:

1. In 4 hours, with a bulldozer and two laborers, the applicant recovered $400 worth of mica.

2. The examiners report that mica occurs along both the hanging and foot walls, and that the available evidence indicates that the deposit may contain sufficient mica of strategic grade to warrant exploration.

Recommendation:

I concur in the field team's recommendation for exploration assistance, and suggest that the contract be written on a unit-cost basis for the shaft sinking and drifting.

W. F. Dietrich

W. F. Dietrich

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1 POST OFFICE BLDG.
WASHINGTON 25, D.C.
KNOXVILLE 2, TENN.

July 23, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region VII
Field Examination Report:
Subject: DMEA-3391, Joe Mine, Avery County, N. C. (mica)

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

We agree with the examiners that this deposit merits exploration and recommend approval of a contract as proposed in the report.

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
7-28-54
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

9/2/54

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD EXAMINATION REPORT BY FIELD TEAM, REGION VII

On

DMEA-3391 - JOE MINE
(mica)
Avery County, N. C.

BY

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

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

July 21, 1954

Reviewed by
DMEA OPERATING COMMITTEE
7-28-54
(date)

FIELD EXAMINATION REPORT
ON
DMEA-3391, JOE MINE
(mica)

Applicant: Joe C. Vance, Plumtree, North Carolina

Work conducted to date has been little more than prospecting. By the use of a bulldozer for 4 hours and two laborers for two days, about $400 worth of mica was recently obtained from the deposit. Evidence available for inspection suggests that the deposit may contain sufficient mica of strategic grade to warrant exploration. Exploration assistance is recommended - to be conducted in two stages.

The deposit was examined on July 1, 1954. Mr. Joe Vance accompanied the examiners on the inspection which required three hours.

The Joe Mine is on the south side of Razorback Ridge, 3.8 airline miles N. 43° W. of Plumtree, Avery County, North Carolina. Access is by three miles of good jeep or truck road that extends up Powdermill Creek to the mine. Access is possible by jeep at all times.

Mr. Vance has had considerable mica mining experience and is capable to conduct the proposed project.

The applicant leases the property. Area covered by the lease is adequate for the proposed project.

Some prospecting has been done recently by the applicant at the deposit. Openings consist of a circular cut about 50 feet in maximum diameter, and 15 feet deep. A shallow 100-foot entrance cut extends to the circular cut from the southeast. A caved adit extends under the entrance cut and is 10-15 feet below it. There are no surface buildings or facilities at the deposit.

These openings expose an east-west trending pegmatite which dips about 45° south. It is conformable to the thinly-layered hornblende gneiss country rock. Adjacent to the pegmatite, the hornblende gneiss has been altered to biotite gneiss. Later weathering has converted part of the biotite to vermiculite. The pegmatite is 4-5 feet thick. No apparent zoning is present, although irregular lenses of quartz and perthite occasionally occupy the central portion of the pegmatite. In addition to the quartz and perthite, the pegmatite contains soda feldspar, muscovite, biotite, and red garnet.

The pegmatite is unweathered, but the wall rock adjacent to the foot-wall contact is partly weathered.

Mica occurs along both the hanging and foot wall sides of the pegmatite.

That along the hanging wall is somewhat mineral-stained (50%); however, the footwall zone is free of stain. The mica is hard and splits well. Some is ruled,, cracked and curved. Books which weighed up to 100 pounds and would trim 4" x 6" are reported to have been recovered during the applicant's recent work.

History of work from the caved adit is not known. Recent work conducted by the applicant consisted of stripping with a bulldozer for one-half day and a crew of two laborers using picks and shovels, resulted in the production of about $400 worth of mica.

All necessary labor, mining equipment and supplies are available locally.

The examiners are essentially in agreement with the applicant in his proposed exploration. We believe that the proper approach for exploration is to strip the weathered surface from the pegmatite, cut a drainage ditch to the open cut, and construct a diversion drainage ditch around the cut to prevent the small stream which is present from flowing into the cut. Almost all this work can be accomplished by using a bulldozer. After the bulldozing is completed, a 40-foot incline should be sunk on the pegmatite and 50 feet of drift driven from the incline.

Estimated Cost:

Incline site preparation (to consist of stripping the pegmatite and cutting a diversion and drainage ditch).

Bulldozer - 30 hrs. @ $10/hr.	$300.00	
2 - Laborers (3shifts) @ $1/hr.	48.00	
Small tools	17.00	
Compressor and accessories rental (2 days) @ $240/Mo.	24.00	
Supplies, Miscellaneous	11.00	$ 400.00

40 foot incline (20 shifts)

Labor:

1 - Miners @ $1.50/hr.	240.00	
1 - Hoistman @ $1.25/hr.	200.00	
2 - Laborers @ $1.00/hr.	320.00	
Hoist- rental @ $50/Mo.	50.00	
Compressor, drill, hose, pump (rental) @ $240/Mo.	240.00	
Explosives	130.00	
Drill steel	70.00	
Timber, 2M @ $65/M	130.00	
Supplies	125.00	
Miscellaneous	95.00	$ 1,600.00

Thus 40' @ $40/ft.

50 feet of drift from incline (20 shifts)

Labor:

1 - Miner @ $1.50/hr.	$240.00	
1 - Hoistman @ $1.25/hr	200.00	
2 - Laborers @ $1.00/hr.	320.00	
Hoist rental @ $150/Mo.	50.00	
Compressor and accessories @ $240/Mo.	240.00	
Explosives	130.00	
Drill steel	70.00	
Supplies	125.00	
Miscellaneous	125.00	$1500.00

Thus 50' @ $30.00/ft.

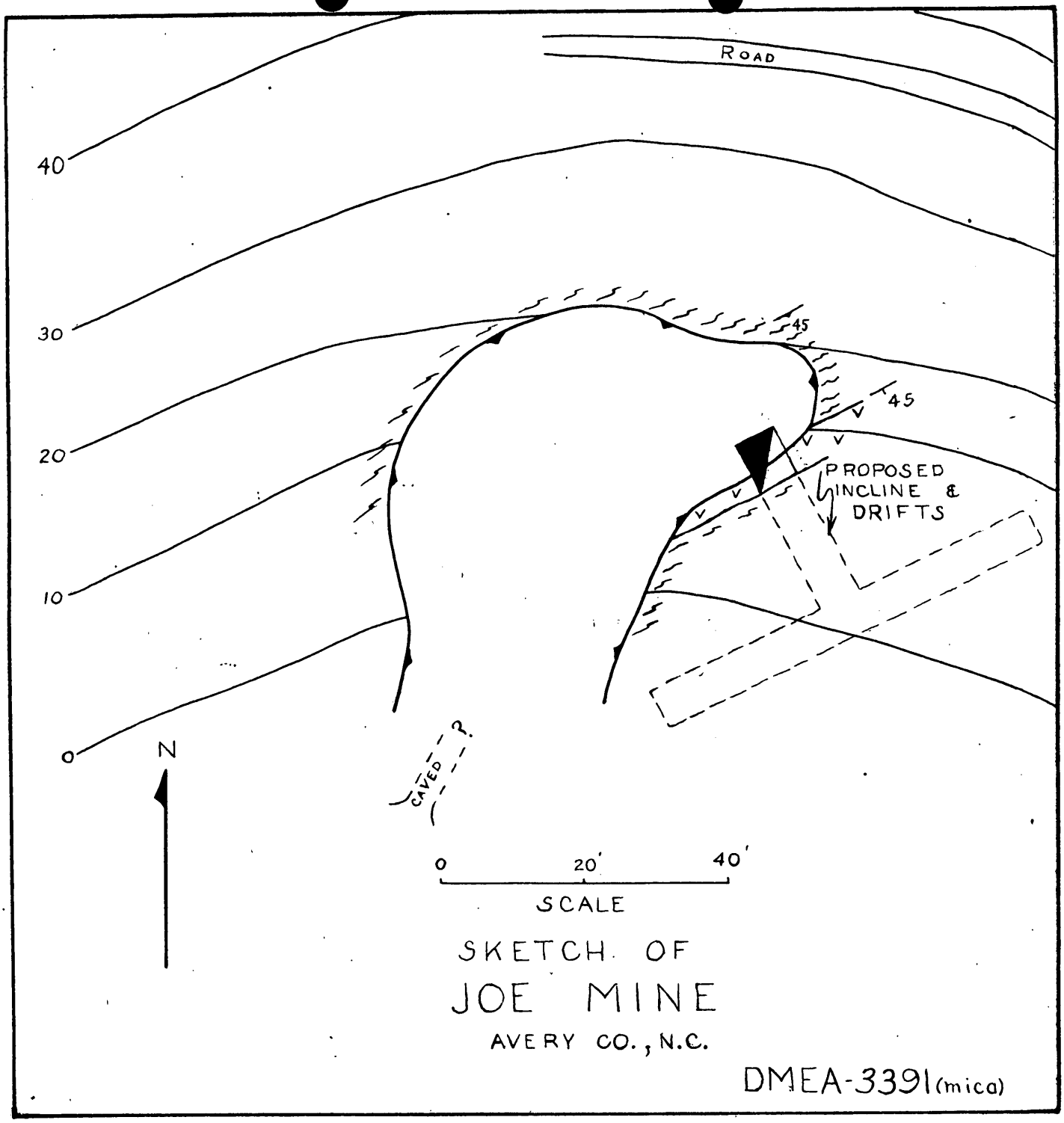
Tool house	150.00
Powder Magazine	25.00
Exploder Magazine	13.00
Estimated Total Cost.....	$3,688.00

July 1, 1954.

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

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

Z



SKETCH OF
JOE MINE
AVERY CO., N.C.

DMEA-3391 (mica)

Defense Minerals Administration
RECEIVED
JUL 21 1954

Plumtree, N. C.
July 19th 1954

U. S. Dep't of the Interior
Defense Minerals Exploration Adm,
Washington, D. C.

Re'Docket No. DMEA-3391-Mica
Joe Mine
Avery County, North Carolina

Att'n Mr. C. O. Mittendorf, Adm.

Dear Sir;

Will you please have my application processed under the new government particapation rate which is 75 percent of the approved cost.

Yours Very Truly

Joe C. Vance

FILE COPY
Surname:
Anderson
Houk
Hedges
Schild
Schwarz
Jones

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

JUL 9 - 1954

Mr. Joe C. Vance

Plumtree, North Carolina

Re: Docket No. DMEA-3391 - Mica
Joe Mine
Avery County, North Carolina

Dear Mr. Vance:

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.

Please advise this office in writing if you desire to have your application processed under the new Government participation rate which is 75 percent of the approved cost.

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

Sincerely yours,

C. O. Mittendorf

Administrator

WCAnderson:ag 7/8/54
Copy to: Admr. R. File
Docket File
Operating Committee
Field Team, Region VII
Mr. Dietrich, 3061
Mr. Larrabee, 5216
Mr. Houk

R.C.S.

FILE COPY
Surname:

Anderson
Dunn
Selfridge
R. Johnson

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

JUL 9 - 1954

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

Subject: Docket No. DMEA-3391 - Mica
Joe C. Vance
Joe Mine
Avery 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 June 23, 1954, and from the Bureau of Mines, dated July 2, 1954, are enclosed for your information.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (JHB)

Approved:

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

Philip W. Guild (JHB)
Member, Geological Survey

Enclosures 4

WCAnderson:ag 7/8/54
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3061
Mr. Larrabee, 5216
Mr. Houk

R.C.B.

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

July 2, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3391 (mica)

Applicant: Joe C. Vance

Name and Location of Property: Joe Mine, Avery County
North Carolina

Application Rec'd. by Ceramic & Fertilizer Materials Br.: June 15, 1954

Comments:

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

2. Proposed exploration is in line with local engineering practices for mica exploration.

3. Applicant requests $4,500.

Recommendation:

It is recommended that the field team visit this property to ascertain if an exploration project is justified.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:
G-MD-CNM

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

June 23, 1954

Memorandum

REVIEW OF APPLICATION DMEA-3391 (MICA)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. A. Brobst, U. S. Geological Survey
Applicant's name and address: Joe Vance, Plumtree, North Carolina.
Name of property: Joe Mine.
Location of property: 40 minute drive north of Plumtree, North Carolina.
Summary of applicant's proposal:

1. Bulldoze a cut 100' x 20' x 30' for drainage and muck removal.

2. Strip the pegmatite for 50' with dozer.

3. Drift with the pegmatite for 50'.

4. If warranted, sink a shaft 25 feet deep.

Cost: $4,500

Sources of information on applicant's property: None.
Comments: This plan may not be the best approach to the exploration of the pegmatite. Because we have not data on the property, it had better be checked.
RECOMMENDATION: Have the field team examine the property.

D. A. Brobst

D. A. Brobst

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

June 16, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Acting Executive Officer, DMEA - Region VII

Subject: Application from Joe C. Vance, (mica) Plumtree, N. C.

Transmitted herewith is the original and two copies of additional information to be attached to the subject application mailed to your office June 11.

We requested more information on items 5b and 6, and this is the result. Rather than writing for further clarification it is felt that the field examiners can get the needed information when they make the field examination.

We have retained one copy for our files.

Wm A Beck

Wm. A. Beck

ADDITIONAL INFORMATION REQUESTED

JOE C. VANCE PLUMTREE, N. C JOE MINE

Item 5-(b) The old works done at the mine were done by shaft. I did 3 weeks work clearing out shaft to pegmatite and found plenty of mica showing but could not get out much mica because of the loose mud and water. This is the richest pegmatite that I have seen. I am not able to hire bulldozer and equipment to open this up. That is why I am asking aid in exploring this mine.

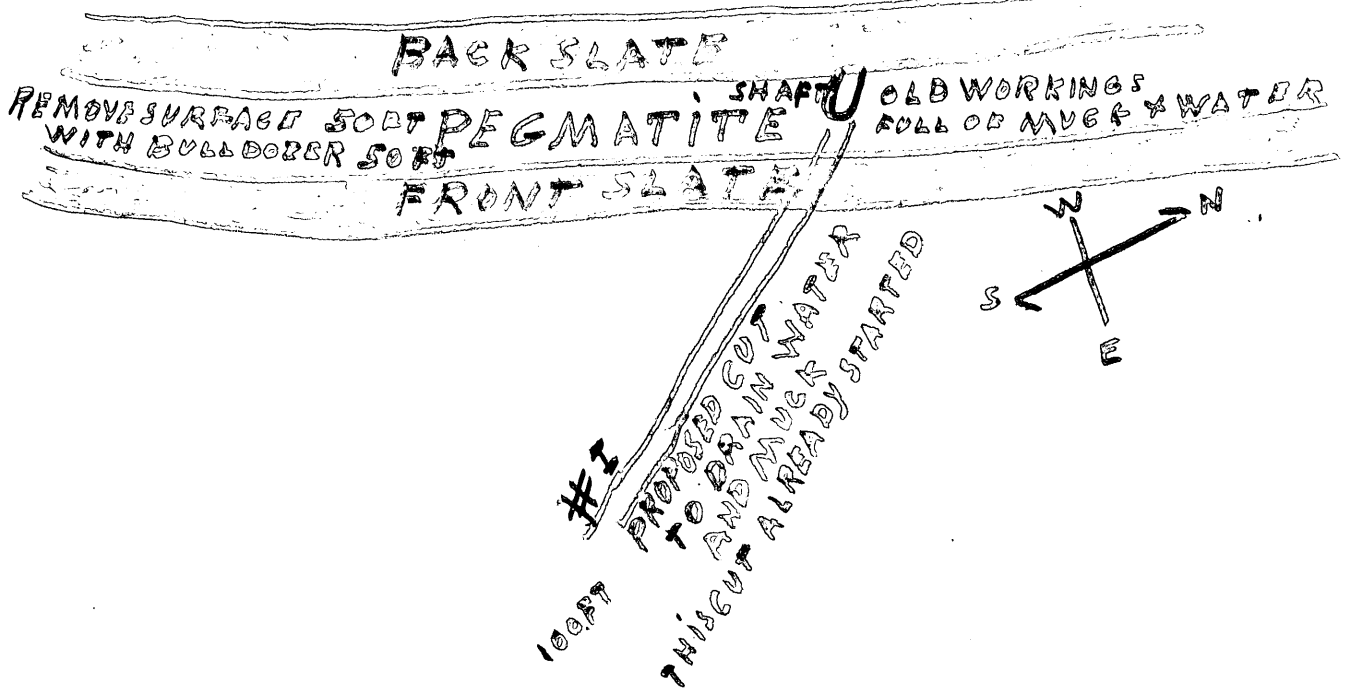
The begining proposed work would consist, first; bulldozing a cut 100 feet 20 to 30 feet deep for drainage and muck removal at # 1. on attached sketch, second;bulldozing the surface dirt for 50 feet down to the pegmatite, third; to follow the bulldozing work by drifting with the pegmatite for 50 feet, fourth; if warrented sinking a shaft 25 feet deep. Should be producing mica before shaft is completed.

Item 6-(a) Estimated cost--Independent Contract*

1 Unit- 2 parts- Bulldozer	$ 700.00
1 Unit Drifting 50 feet @ $35.00 per foot	1750.00
1 Unit Shaft 25 feet @ 35.00 per foot	875.00
1 Unit Air-Compressor rented @ $125.00 per month	375.00
1 Unit Drill & Drill equipment rented @ $100.00 Per month	300.00
1 Unit Hoist & cable rented @ $50.00 per month	150.00
1 Unit 3 Tungsten tipped Steel	67.00
1 Unit Boom Poll & Cable	58.00
1 Unit Tool House	150.00
1 Unit Powder Magazine	50.00
1 Unit Exploder Magazine	25.00
Total cost of proposed work	$4500.00

Small tools & equipment to be furnished by Operator.

SKETCH OF PROPOSED WORK



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

June 15, 1954

Memorandum

To: Executive Officer, DMEA Field Team, Region VII

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number

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

DMEA - 3391 Joe C. Vance

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

June 15, 1954
DMEA-3391

Mr. Joe C. Vance
Plumtree
North Carolina

Subject: Exploration Assistance
Re: Joe Mine

Dear Sir:

The receipt of your application dated June 9, 1954 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3391 and referred to the Non-Metallic Minerals Division.

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

Sincerely yours,

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

Defense Minerals Administration
RECEIVED
JUN 14 1954

June 11, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA Field Team, Region VII

Subject: Application from Joe C. Vance, Plumtree, N. C.

Transmitted herewith are three copies of the subject exploration application with copies of my letter to Mr. Vance attached.

One copy of the application has been retained in this office in accordance with established procedure.

Robert A. Laurence

Robert A. Laurence

Release Numer
Notes

JUN 1 4 1954

June 11, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA Field Team, Region VII

Subject: Application from Jos C. Vance, Flemmerer, N. C.

Transmitted herewith are three copies of the subject exploration application with copies of my letter to Mr. Vance attached.

One copy of the application has been retained in this office in accordance with established procedure.

Robert A. Lawrence

RH

June 11, 1954

Mr. Joe C. Vance

Plumtree, N. C.

Dear Mr. Vance:

Your application for aid in exploration for strategic mica at the Joe Mine, Avery County, North Carolina has been received and forwarded to our Washington office in accordance with established procedure.

Before the application can be properly considered, it will be necessary to have additional information under items 5 b and 6. Under 5b the plan of exploration is not adequately explained. Do you plan to follow the bulldozer work with shaft-sinking or drifting on the pegmatite, or both? How many feet of each?

Under item 6, an estimate of costs for labor, equipment, supplies, etc., as well as a total amount for the project is needed.

Please send the needed information at your earliest convenience.

Yours very truly,

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

RAL/zw
cc:
Washington - 3
Beck
Lynch
Laurence

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

INTERIOR
Defense Minerals Administration
RECEIVED
JUN 14 1954

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

Not to be filled in by applicant

Docket No. 3391
Metal or Mineral Mica
Date Received
Estimated Cost
Participation (Government %)

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: JOE C. VANCE
PLUMTREE, N. C.

(*b*) If other than an individual, add to your name above whether a corporation, partnership, etc., and the name of the State in which incorporated or otherwise organized.

(*c*) If a corporation, add to above statement, titles, names and addresses of officers.

(*d*) If a partnership, add to the above statement the names and addresses of all partners.

2. *General.*—Read DMEA Order 1, "Government Aid in Defense Exploration Projects," before completing this application. Submit this application and all accompanying papers in quadruplicate (four copies), with your name and address on each sheet of the application and on all accompanying papers. Where sufficient space is not provided on the form for all required information, state it on an accompanying paper, with a reference in each case to the instruction to which it refers by number. Comply with all applicable instructions; or, if not applicable, so state. File the application with Defense Minerals Exploration Administration, Department of the Interior, Washington 25, D. C., or with the nearest field executive officer thereof.

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract
SEE ATTACHED SHEETS FOR ANSWERS TO ALL QUESTIONS*

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

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

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

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

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

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

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

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

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

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

ALL QUESTIONS ANSWERED ON ATTACHED SHEETS

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

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

(*c*) The work will start within ..... 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?

[X] 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 June 9, 1954

JOE C. VANCE
(Applicant)

By Joe C. Vance

PLUMTREE, N. C.

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

1. JOE C. VANCE, PLUMTREE, NORTH CAROLINA

(b) Individual

2.

RECEIVED
JUN 1 4 1954

3. (a) All land covered by the attached copy of Lease

(b) JOE MINE

(c) Lessee

(d) Herewith attached

(e) --------

(f) --------

4 (a) No recent mining has bee done except a small cut made by the applicant for exploration purposes showing evidence of mica. Mine has been worked by hand several years back but no tunnels or deep cuts were made. There were two or three hundred pounds of mica uncovered by applicant in prospecting this mine. The road to mine is easly accessible by Jeep or Truck, at all times.

(b) This mine has never been worked enough to determine the production possibilities, although some large mica blocks have been obtained by different people operating without machinery. The grade has not been determined but it is a good flat mica without any noticeable stain.

(c) The mine is located on the side of a ridge which is composed of mica pigmatite between layers of slate. The pigmatite now visible is about 12 feet wide and within about 8 feet of the surface. This mine is in a rich mica section and has the possibility of developing into a big producer of mica. No geologic or engineering reports have been made of this particular mine although it is possible the the Government's Department of Mines has some surveys on the section in which this mine is located.

(d) A gravel road from U S Highway 19 E around 1½ miles on a gradual incline up the mountain to the Joe Mine and is accessible the

year roung by Jeep or Truck. It is about a forty minuet drive north from Plumtree to mine. Plumtree is 12 miles north of Spruce Pine, N.C., the nearest shipping, marketing and supply point.

(e) There is plent of man power-(experienced mica miners). Materials, Supplies and equipment is available in any amount at Spruce Pine,N.C. Plenty of water is available and an electrical power line comes up Powder Mill Creek within 3/4 mile of mine.

5. (a) I wish to explore and mine for mica.

(b) Will need to hire a bulldozer to open a cut up to lower slate, thus giving a drainage for water and much removal, then to make a cut through slate into the pegmatite, then the exploration and mining for mica.

(c) Could start work within 10 days and be through the exploration within three months.

(d) Applicant has had several years mica mining and will personally supervise all exploration operations.

6. - An estimate of cost and operation needs to be determined by the Field Representative from DMEA upon inspection.

7. (a) Yes

8. (b) Money

COPY

LEASE

MINING LEASE

Printed and For Sale by The Tri-County News, Spruce Pine

STATE OF NORTH CAROLINA, Avery **COUNTY.**

This indenture made this 8th. day of March 1954, between ~~The Avery Heirs~~ W. W. AVERY HEIRS of Avery County and State of North Carolina, as parties of the first part, and known as lessors, and Joe C. Vance, of Avery County and State of North Carolina, of the second part and known as lessees:

WITNESSETH, That the parties of the first part, 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 Three Years from the date of this agreement, the following described real property, for mining purposes, in the County of Avery State of North Carolina, to wit:

The Joe Mines on the Avery Property known as the Powder Mill Boundry in Roaring Creek Township, Avery County, N. C. : Begining at a big chestnut oak on the bank of Oaks Knob Road on the Dave Pitman and Avery boundry line about 100 feet north of mines and running east 400 feet with said line to a stake; thence, south down ridge 400 feet to stake; thence, west 800 feet around ridge to a stake; thence, north up ridge 400 feet to the same Pitman & Avery boundry line; thence east 400 feet with said line to the begining, thus situating the Joe Mine in a north central position of the herein described tract of land.

To Have and to Hold the said lands to them, for mining purposes, the said ~~Avery Heirs~~ Joe Vance, and their heirs and assigns for the aforesaid period of Three Years upon a full compliance with the conditions of this instrument, for the purpose and with the right to dig, quarry, search for and obtain 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 may desire. And it is hereby agreed between the parties to this agreement that the party of the second part are to have the use of the unoccupied buildings on said lands for mining purposes, or have a right to erect such, if necessary, during the continuance of this lease, and keep the same in as good condition as when received, unavoidable accidents excepted. And it is also agreed by party of the second part that no unnecessary damage is to be done to the lands herein leased during the continuance of said lease, but the said party of the second part shall have right to take from said lands of party of the first part any wood or timber to carry on said mining operations or to erect buildings on said lands. (Timber of high or special market value excepted.) And the party of the second part are to have right-of-way of ingress and egress to said mines. The said party of the second part hereby agree to pay to the said parties of the first part, or their heirs or assigns, a rental or royalty of 1/8 th., on all Mica taken and sold from said mines for the use of the said lands for the aforesaid period of Three Years only; payable as follows: To be paid from Sales Sheet promply after each sale.

Payable on computation of selling bills on the tenth of each month covering sales during the previous month.

Royalties on all other minerals mined and sold shall be determined on a percentage basis and be governed by the market value. except Feldspar for which a royalty of 50¢ per ton is to be paid.

The Term of this lease shall not be extended except with the option of the lessors; and in case of renewal, this instrument may stand if proper amendments are duly witnessed and attached in writing hereto. The lessors 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 assigns thereof. The lessee is not to assign this lease without license of the lessors.

But it is expressly agreed that unless mineral or fossil material of practical value for mining purposes shall be found within Sixty Days from the date of this instrument, this lease may be terminated by the lessees at any time thereafter, on 30 days notice to the lessor. The lessee agree that during continuance of this lease work in said mines shall not cease longer than Sixty days at any one time, unavoidable accidents excepted.

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

Witness: Doran Burleson

W W Avery Heirs (SEAL)
By Buede Vance, Agent (SEAL)
(SEAL)
Joe C. Vance (SEAL)

NORTH CAROLINA, _____COUNTY. _____TOWNSHIP.

I, _____, do certify that_____

and _____

his wife personally appeared before me this day, and acknowledged the execution of the annexed MINING LEASE and the said_____

_____

being by me privately examined separate and apart from her said husband, touching her voluntary execution of the same; doth state that she signed the same free and voluntarily, without fear or compulsion of her said husband, or of any other person, and that she doth still voluntarily assent thereto.

_____This_____day of_____, 19_____

_____
Justice of the Peace.

NORTH CAROLINA, _____COUNTY.

The execution of the foregoing instrument was this day acknowledged before me, by_____

_____the grantor____ for the purposes therein expressed. Let the same, with this certificate, be registered. This_____day of_____, 19_____

_____

_____

NORTH CAROLINA, _____COUNTY.

The foregoing certificate of_____ of _____County is adjudged to be correct and sufficient. Let the instrument, with the certificate be registered.

Witness my hand and official seal, this_____day of_____, 19_____

_____
Clerk Superior Court.

Filed for Registration at_____o'clock_____M., _____, 19_____, and registered in the office of Register of Deeds for_____County, in_____Deed Book No._____ page No._____

_____, 19_____

_____
Register of Deeds.

MINING LEASE

FROM

TO

Lease Book_____ Page_____

FEES:

Probate . . . . . $_____

Certificate and Seal, J. P. or N. P. . $_____

Certificate and Seal, Clerk . . . $_____

State Tax . . . . . $_____

$_____

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUN 14 1954

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

LEASE DATED MARCH 8th. 1954

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/ JOE C. VANCE, PLUMTREE, N. C.

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 9thl day of June, 1954.

W. W. Avery Heirs [Seal]

Buena Vance Agent [Seal]

[Seal]

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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, in whatever form disposed of, including ore, concentrates, or metal, as follows:

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(b) One and one-half (1½) percent of any such net amounts, plus one-half (½) percent of such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such net amounts.

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

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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.

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Interior—Duplicating Section, Washington, D. C. 47318

MF-203
(Revised July 1, 1953)

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LEASE DATED MARCH 8th. 1954

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Dated this 9thl day of June, 1954.

W. W. Avery Heirs [Seal]

Buene Vance Agent [Seal]

[Seal]

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Interior—Duplicating Section, Washington, D. C. 47318

MF-203
(Revised July 1, 1953)

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LEASE DATED MARCH 8th. 1964

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Dated this 9thl day of June, 1954.

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Bruce Cavel Agent [Seal]

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Interior—Duplicating Section, Washington, D. C. 47318

MF-203
(Revised July 1, 1953)

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Interior--Duplicating Section, Washington, D. C. 47318

MF-203
(Revised July 1, 1953)

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LEASE DATED MARCH 8th. 1954

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/ JOE C. VANCE, FLUITRCE, N. C.

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 9th. day of June, 1954.

Tho W.W. Avory Heirs [Seal]

Buren Vance Agent [Seal]

[Seal]

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

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

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

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, in whatever form disposed of, including ore, concentrates, or metal, as follows:

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

(b) One and one-half (1½) percent of any such net amounts, plus one-half (½) percent of such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such net amounts.

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

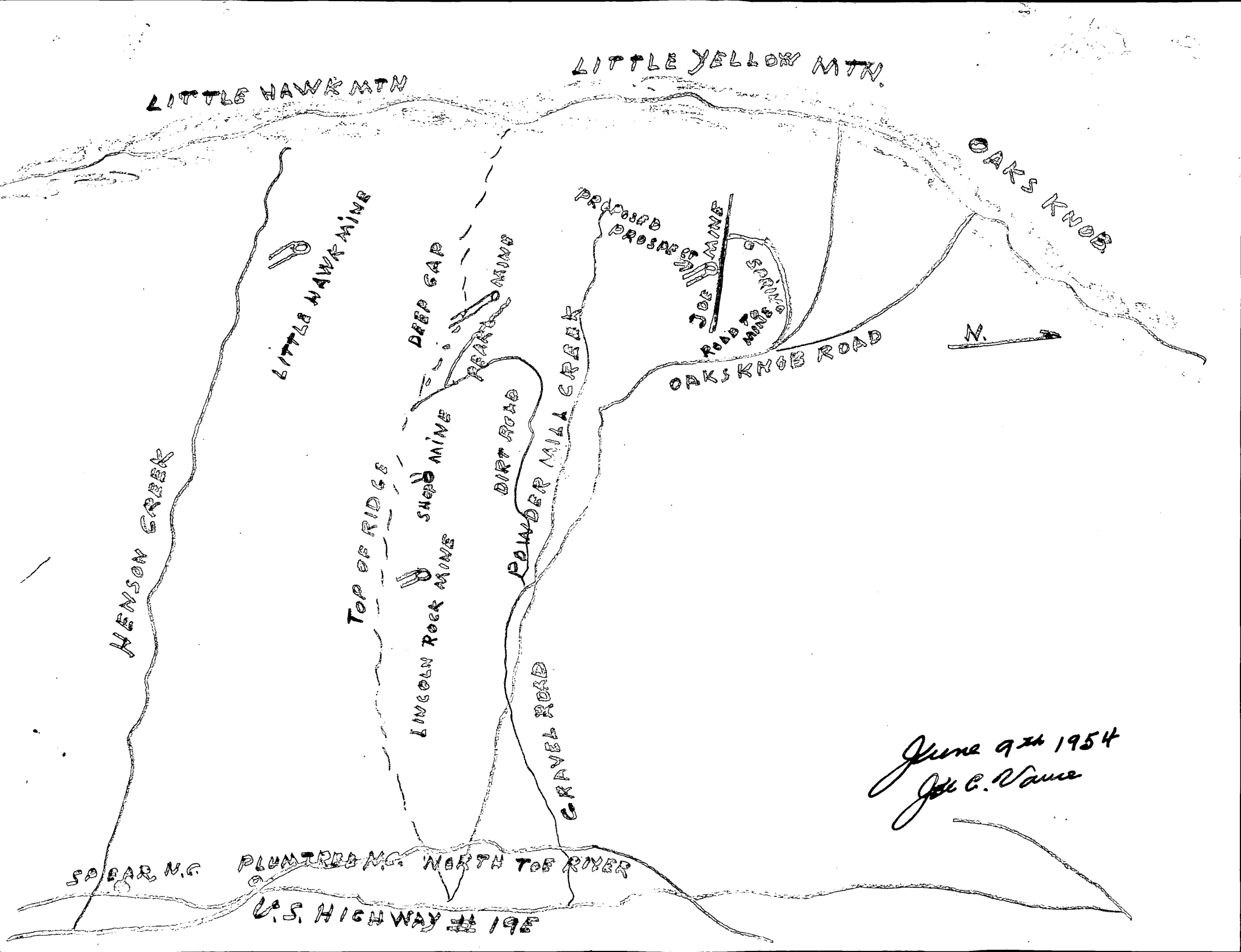
c. Definitions.--As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value of the material after it is mined in the form in which and the place where it is held. 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.

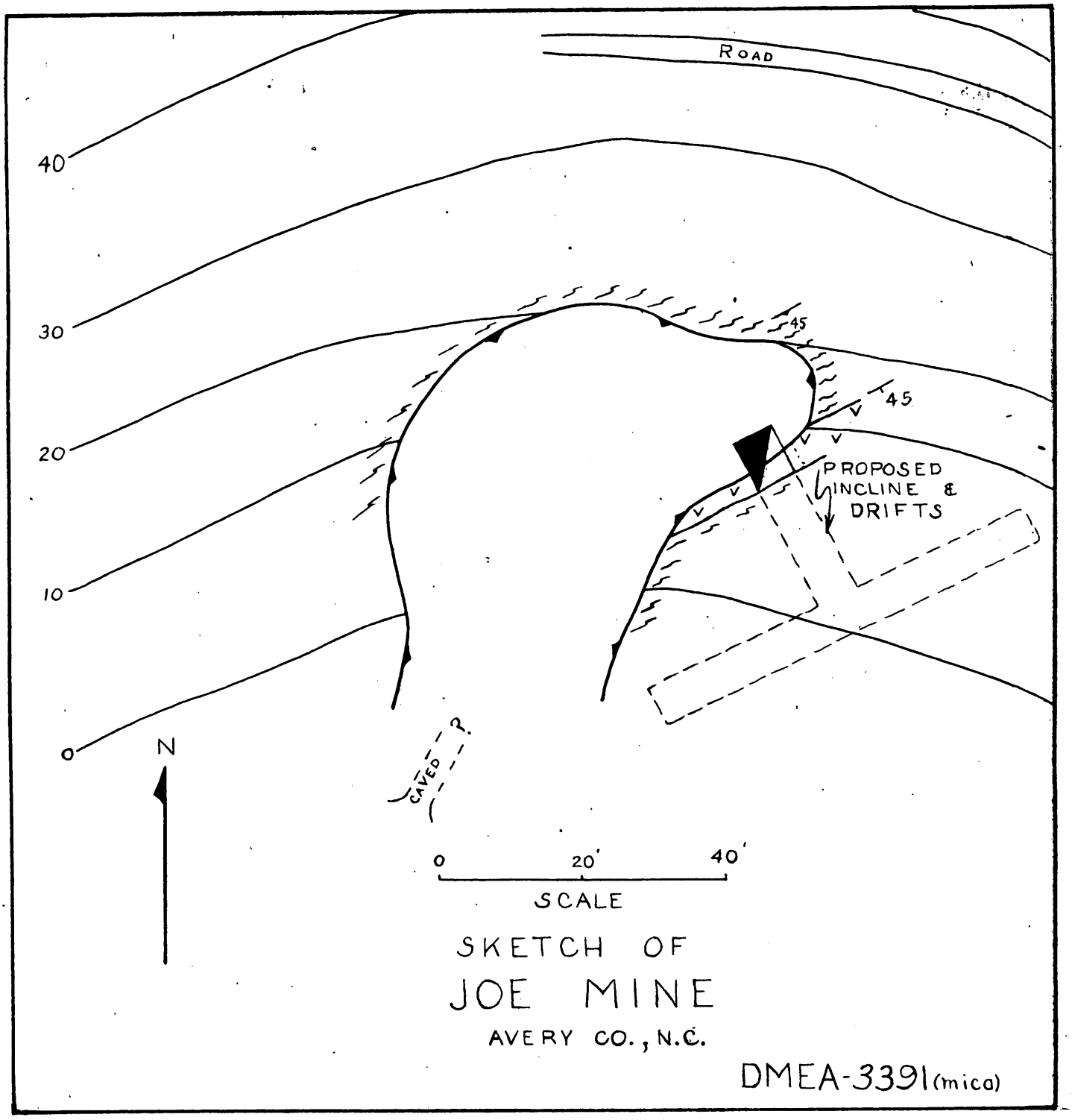
e. Notice to Purchasers.--The Operator shall notify any purchaser of the production of the Government's royalty interest, and shall authorize and direct the purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets; but failure or refusal 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.

Interior—Duplicating Section, Washington, D. C. 47318



June 9th 1954
Joe C. Vance



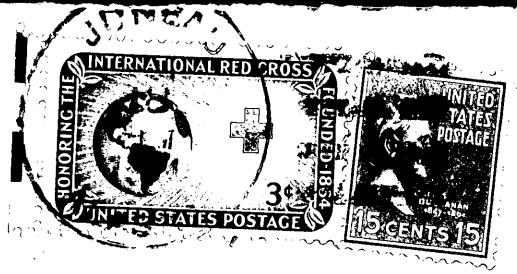
SKETCH OF
JOE MINE
AVERY CO., N.C.

DMEA-3391 (mica)

UNITED STATES
DEPARTMENT OF THE INTERIOR
U. S. BUREAU OF MINES
METAL ECONOMICS BRANCH
JUNEAU, ALASKA

OFFICIAL BUSINESS

Bureau of Mines
P. O. Box 560
Juneau, Alaska



VIA AIR MAIL

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MR. C. OL MITTENDORF
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MINERALS EXPLORATION ADMINISTRATION
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