DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

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DMA Docket No. 3416

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Exploration Assistance

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Docket Copy
Surname:
Anderson
Houk
Hedges
Kiilsgaard
Selfridge
FEJohnson

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

SEP 13 1954

Mr. E. E. Burleson
General Delivery
Morganton, North Carolina

Re: Docket No. DMEA-3416 - Mica
E. E. and H. L. Burleson
Gettys No. 1 Mine
Cleveland County, North Carolina

Dear Mr. Burleson:

Your application for aid for an exploration project and other reports available to us in Washington relating to the subject property have been reviewed.

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

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

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

Sincerely yours,

Frank E. Johnson

ACTING Administrator

WCAnderson:gad 9/13/54
Copy to: Admr. R. File
Docket
Operating Committee
Field Team, Region VII
Mr. Dietrich, 3061
Mr. Kiilsgaard, 5227
Mr. Houk

R.C.G.

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

September 13, 1954

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: A denial of exploration assistance and summary report.

By: Walter C. Anderson

1. Docket No. DMEA-3416 - Mica
   Property: Gettys No. 1 Mine
   Cleveland County, North Carolina
   Applicants: E. E. Burleson and H. L. Burleson
   General Delivery
   Morganton, North Carolina
   Application: Form MF-103, date received July 14, 1954.
   Work proposed: Pump out old workings, remove muck, and bulldoze on the pegmatite.
   Amount requested: $2,500.00
   No contract: Application denied.

2. Comments:

   Geological premise: Indications point to mica concentration in pegmatite discontinuing just below bottom of existing cut.

   Geological criteria:
   1. Weathered pegmatite 15 feet thick at surface and thinning rapidly with depth.
   2. Mica poor in quality and limits of concentrations of mica converge laterally and downward.
   3. Past operations uneconomical.

   Future possibilities: Limited and unprofitable operation.

   Recommendation:
   The Nonmetallic Minerals Division concurs in field team's recommendation to deny the application. The Geological Survey and the Bureau of Mines concur in this recommendation.

MF-203
(Revised July 1, 1953)

3416

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 Cleveland, described as follows:1/

A Circle 200 feet each way from the mining shaft lately worked by one Avery, making a complete circle with the same mining shaft as a center, a distance of 400 feet from circumference to circumference, the said lands being situated in no. 8 Township, Cleveland County, N.C.

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/ W. L. Burleson
E. E. Burleson

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 16 day of July, 1954

Mrs D. S. Gilbert [Seal]

_____ [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 (including any bonuses), 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

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

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

A circle 200 feet each way from the mining shaft lately worked by one Crouse, making a complete circle with the same mining shaft as a center, a distance of 400 feet from circumference to circumference, the said lands being situated in Kings Township, Cleveland County, N.C.

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/ H. L. Burleson & E. E. Burleson

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 16 day of July, 1954.

Ossie A. Gettys [Seal]

_____ [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.

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

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(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

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

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

A circle 100 feet each way from the mining shaft lately worked by one Moore, making a complete circle with the same mining shaft as a center, a distance of 400 feet from circumference to circumference, the said lands being situated in no. 8 Township, Cleveland County, N.C.

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/ N. J. Burleson & E. Burleson

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.

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4. Changes and added provisions _____

Dated this 16 day of July, 1954.

Mrs O A Gilton [Seal]

_____ [Seal]

_____ [Seal]

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(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.

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

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

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

a circle 200 feet back away from the mining shaft lately worked by one Pence, making a complete circle with the same mining shaft as a center, a distance of 400 feet from circumference to circumference, the said lands being situated in one Township, Cleveland County, N.C.

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/ W. J. Burleson & E. Burleson

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:

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4. Changes and added provisions _____

Dated this 16 day of June 1954.

Mrs. D. L. Gilliam [Seal]

_____ [Seal]

_____ [Seal]

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RELEVANT CONTRACT PROVISIONS

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

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

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

a circle 200 feet each way from the mining shaft lately worked by one Al Ance, making a complete circle with the same mining shaft as a center, a distance of 400 feet from circumference to circumference the said lands being situated in Township, Cleveland County, N.C.

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/ H. J. Burleson & E. E. Burleson

hereinafter called the "Operator"; and

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4. Changes and added provisions _____

Dated this 16 day of July, 1954.

Mrs D L Gettys [Seal]

_____ [Seal]

_____ [Seal]

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

(a) One and one-half (1½) 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

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

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

a circle 200 feet each way from the mining shaft lately worked by one Ware, making a complete circle with the same mining shaft as a center, a distance of 400 feet from circumference to circumference, the said lands being situated in no 8 Township, Cleveland County, N.C.

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/ N. J. Burlesone & E Burlesone

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 16 day of July, 1954.

Ora O. Gilton [Seal]

_____ [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 (including any bonuses), 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 amount.

(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

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

September 7, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Donald R. Irving, Acting for Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3416 (mica)

Applicant: E. E. & H. L. Burleson

Name and Location of Property: Gettys No. 1 mine
Cleveland County, North Carolina

Date of Field Team Report: August 17, 1954

Date Rec'd. by Ceramic & Fertilizer Mtls. Br.: August 23, 1954

Field Team Recommendation

1. Denial of application.

Comments

1. Mine was abandoned in 1952 because quality of mica was poor and cost of operating was excessive.

2. The examiners report that further prospecting is not justified.

Recommendation

I concur in the field team's recommendation to deny subject application.

Donald R. Irving

Donald R. Irving

IN REPLY REFER TO:

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

August 23, 1954

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-3416 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: E. L. Newcomb, U. S. Geological Survey
Applicant: E. E. and L. H. Burleson
Name of property: Gettys No. 1 Mine
Location of property: 0.9 mi. NE of Polkville, Cleveland Co., N. C.
Date of Field Team Report: August 11, 1954
Authorship of Field Team Report: K. H. Teague and D. H. Amos
Field Team's recommendation: Application should be denied.
Comments: Property lacks evidence indicating a substantial quantity of minable mica could be found by proposed exploration work. I concur with Field Team's recommendation.
ACTION RECOMMENDED: Application should be denied.

E. L. Newcomb

E. L. Newcomb

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD EXAMINATION REPORT OF FIELD TEAM, REGION VII

On

DMEA-3416, GETTYS No. 1 MINE (mica)
Cleveland County, N. C.

By

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

D. H. Amos, Geologist
U. S. Geological Survey

August 11, 1954

Reviewed by
DMEA OPERATING COMMITTEE
8-23-54
(date)

FIELD EXAMINATION REPORT
On

DMEA-3416, GETTYS No. 1, MINE
(mica)

Applicant: E. E. and H. L. Burleson, Gen'l Del. Morganton, North Carolina

During the latter stage of World War II and late in 1952, this mine was closed because it was unprofitable to operate. The field examiners can see no justification to further work, thus, we recommend that the application be denied.

The deposit was examined August 11, 1954. Messrs. E. E. and H. L. Burleson accompanied the examiners on the inspection which required one hour.

The Gettys No. 1 mine is 0.09 mile northeast of Polkville, Cleveland County, North Carolina. Access is excellent at all times.

The following description of the mine is taken from Mica Deposits of the Southeastern Piedmont, Part 5,"Hickory-Shelby District, North Carolina," Prof. Paper 248-D,pp.256-57, U. S. G. S. Griffitts and Olson.

"The mine is owned by Mrs. Maggie Crowder Gettys and has been worked intermittently for many years. It was reopened briefly in 1932 by H. A. Haack, who re-leased the property in 1943 and cleaned out the old open cut. When the mine was abandoned in 1944 the cut was 96 ft. long, 6 to 40 ft. wide, and 48 ft. deep. The production of trimmed punch and sheet mica was large."

"The country rock is schist that consists cheifly of muscovite and many small lenses of quartz. In the east side of the cut it contains many small grains of garnet and much chalky, altered sillimanite. All the minerals but muscovite and quartz have been thoroughly weathered. The country rock foliation strikes north to northwest and dips east to northeast."

"The pegmatite body is thoroughly weathered and is exposed above water level only in the ends of the cut. It probably was nearly 15 ft. thick near the surface and at the middle of the cut but pinched along the strike to about 4 ft at the ends of the cut. It is 7 to 8 ft thick at a depth of 48 ft. A core of massive quartz is flanked by a wall zone of kaolinized plagioclase, interstitial quartz, and book mica. Secondary marcasite occurs in the lower part of the cut as fine-grained masses and as aggregates of crystals that line cavities in the pegmatite."

"Mica occurs sparingly in the wall zone at the north end of the cut. The southern and norther limits of the main mica concentration were found to converge downward, and the mica-rich part of the deposit may well end at a depth not much greater than that of the cut. The mica is flat, hard, and pale pinkish-buff. That obtained from the richest part of the dike was clay-stained

but yielded moderate quantities of trimmed sheet mica of good quality. The books at the bottom of the cut are badly reeved and fractured and are heavily stained by clay, iron oxide, and manganese oxides. They yielded little sheet material. The mine was abandoned because the quality of the mica became very poor and because of incipient caving of the walls of the cut."

In 1952 Ira Vance and associates of Pineola, N. C., operated the mine for several months. Their cost of operation was about double the value of mica recovered.

From all evidence available for study, future work on this deposit would be unprofitable. Furthermore, it appears that the deposit has been almost mined out. Therefore, the field examiners recommend the application be denied.

August 11, 1954

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

z

Docket Copy
Surname:
Anderson
Houk
Selfridge

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

AUG 4 1954

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

Subject: Docket No. DMEA-3416 - Mica
E. E. and H. L. Burleson
Gettys Mine
Cleveland 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 July 15, 1954, and from the Bureau of Mines, dated July 30, 1954, are enclosed for your information.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (JB)

Approved:

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

S/ E. L. Newcomb (JB)
Member, Geological Survey

Enclosures 4

WCAnderson:gad 8/4/54
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3061
Mr. Larrabee, 5216
Mr. Houk

R.C.B.

Docket Copy
Surname:
Anderson
Houk
Hedges
Newcomb
Selfridge

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

AUG 4 1954

Mr. E. E. Burleson
General Delivery
Morganton, North Carolina

Re: Docket No. DMEA-3416 - Mica
E. E. and H. L. Burleson
Gettys Mine
Cleveland County, North Carolina

Dear Mr. Burleson:

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. Lawrence, Executive Officer, DMEA Field Team, Region VII, Room 13, Post Office Building, Knoxville 2, Tennessee, for further consideration and possibly a field examination.

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

Sincerely yours,

C. O. Mittendorf

Administrator

WCAnderson:gad 8/4/54
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Operating Committee
Mr. Dietrich, 3061
Mr. Larrabee, 5216
Mr. Houk

R.C.L.

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

Department of the Interior
Defense Minerals Administration
RECEIVED
JUL 30 1954

July 30, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3416 (mica)

Applicants: E. E. Burleson and H. L. Burleson

Name and Location of Property: Gettys Mine
Cleveland County, North Carolina

Date Application Rec'd. by Ceramic & Fertilizer Mtls. Br.: July 14, 1954

Comments:

1. Bureau of Mines records show that 97.8 pounds of Good stained and better quality mica and 11.7 pounds of Stained were sold to the Government in 1952 by Ira Vance reportedly from the Gettys' mine.

2. Proposed exploration is not explicit and the estimate of expenditures should be made on a unit-cost basis.

Recommendation:

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

W. F. Dietrich

W. F. Dietrich

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

Room 1, Post Office Building
Knoxville, Tennessee

July 19, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA Region VII

Subject: DMEA-3416, E. E. Burleson & H. L. Burleson(mica) N. C.

Transmitted are six copies of Owner's Consent to Lien on the subject application sent your office July 12, 1954.

Robert A. Laurence

Robert A. Laurence

IN REPLY REFER TO:
G-MD-CNM

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

July 15, 1954

Memorandum

REVIEW OF APPLICATION DMEA-3416 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant's name and address: E. E. Burleson and H. L. Burleson, Morganton, North Carolina.
Name of property: Gettys mine.
Location of property: Cleveland County, North Carolina.
Summary of applicant's proposal:

1. Dewater and clean out mine.
2. Bulldozing.

Sources of information on applicant's property:

Unpublished ms. report by J. M. Parker, III, U.S.G.S., Jan. 1944, and W. R. Griffitts, Sept. 1944.

Comments:

1. Project not well described.
2. This deposit might turn out to be another of type where constant caving and sloughing will be hazardous and expensive.
3. Sheet averaged about $5/lb. during 1943-44.

RECOMMENDATION: Refer to Field Team.

D. M. Larrabee

D. M. Larrabee

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

July 14, 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 - 3416 E. E. & H. L. Burleson

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

July 14, 1954
Subject: DMEA-3416
Re: Exploration Assistance
Gettys Mine

Messrs. E. E. & H. L. Burleson
General Delivery
Morganton
North Carolina

Gentlemen:

The receipt of your application dated July 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-3416 and referred to the Non-Metallic Minerals Division.

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

Sincerely yours,

cc to Mr. Marron H. Pritchard
Spruce Pine
North Carolina

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

July 12, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region VII

Subject: Application - E.E. Burleson & H. L. Burleson, Morganton, N. C.

Transmitted herewith are three copies of the subject application, with lease, and a copy of my letter to Mr. Pritchard attached. One copy has been retained in this office. When the MF-203 forms are received, they will be forwarded immeidately to the Washington office.

Robert A. Laurence

Robert A. Laurence

RECEIVED
JUL 14 1954

July 12, 1954

Memorandum

To: Operating Committee, NMB - Washington

From: Executive Officer, NMB - Region VII

Subject: Applications - J. K. Parsons & L. L. Sudgeons, Hayesville, N. C.

Transmitted herewith are three copies of the original applications with loans, and a copy of my letter to Mr. Hubbard attached. One copy has been retained in this office. When the signed forms are received, they will be forwarded immediately to the Washington office.

Robert A. Lorenzen

RAL
Enc. Cen.

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

July 12, 1954

Mr. Warren H. Pritchard

Spruce Pine, North Carolina

Dear Mr. Pritchard:

This will acknowledge receipt of your letter of July 9, in which you transmitted four copies of an application from E. E. Burleson and H. L. Burleson of Morganton, N. C., and a copy of their lease from Mrs. Gettys.

The application is being forwarded to our Washington office in accordance with established procedure.

Enclosed are seven copies of form MF-203, Owner's Consent to Lien. Please have these signed by Mrs. P. S. Gettys and return six of them to me. The seventh copy is for Mrs. Gettys.

Yours very truly,

Robert A. Laurence
Executive Officer, DMEA
Region VII

RAL/zm
cc:
Heck
Lynch
Washington office-3
Files

[redacted]103
(Re[redacted]d April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

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

Not to be filled in by applicant

Docket No. 3416
Metal or Mineral Mica
Date Received
Estimated Cost $2,500
Participation (Government %)

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: E. E. Burleson and H. L. Burleson, General Delivery, Morganton, North Carolina

(*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. Partnership

(*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.

As above

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 A circle 200 ft. each way from the mining shaft lately worked by one Vance, making a complete circle with the same mining shaft as a center a distance of 400 feet from circumference to circumference, being situated in No. 8 Twp, Cleveland County, N. C.

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

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

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

(*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.

Manpower, materials, supplies, equipment and power are all available.

5. *The exploration project.*—(*a*) State the mineral or minerals for which you wish to explore Ruby 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 at once days and be completed within 3 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. Considerable-Life

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)? Yes

(*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 July 9th, 1954.

N. L. Burleson
(Applicant)

By E. E. Burleson

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

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

4(a) Mining operations carried on here about 2 years ago-Easy to reach mine workings for examination purposes. Located just off the highway at Polkville, Cleveland County, North Carolina.
(b) Ruby mica found here in the past
(c) Soft mine-no drilling required.
(d) Located at Polkville, Cleveland County, North Carolina-just off the highway.

5(b) Desire to pump water out of old mine, take out all waste muck-now about 75 feet deep-Desire to carry out quite extensive bulldozing along the vein. This is a soft mine and no drilling will be required.

6. Costs:

Installing Power Lines	$200.00
Pump	300.00
Hoist	400.00
Erection of Shed	100.00
Bulldozing	500.00
Labor	1000.00
TOTAL----------	$2,500.00

NORTH CAROLINA

CLEVELAND COUNTY

THIS LEASE, made and entered into this the 22nd day of June, 1954, by and between Mrs. P. S. Gettys, owner, of Cleveland County, N.C., and E. E. Burleson and H. L. Burleson of Burke County, N. C., as lessees;

WITNESSETH:

That Mrs. P. S.Gettys hereby leases and lets for mining purposes unto E. E. Burleson and H. L. Burleson the following described parcel of land, towit:

A circle 200 feet each way from the mining shaft lately worked by one Vance, making a complete circle with the same mining shaft as a center a distance of 400 feet from circumferance to circumferance, the said lands being situated in No. 8 Township and being a portion of her homeplace.

The duration of this lease shall be for a period of three years from this date and the lessees shall begin operations within three months from this date and continue said operations so long as the said mining lease shall be profitable and failure to prosecute the work for a period of 60 days shall work an abandonment of the said lease and the same shall be and become null and void. This lease may be renewed from year to year after the expiration of the 3-year period upon the same terms provided the mining operations shall be profitable.

In consideration of this lease the lessees shall pay to the lessor one-eighth or 12½% of the gross production of the said mining operations. The mica or other minerals mined shall be processed on the premises and the lessees shall furnish to the lessor a copy of bill of sales of all products mined and sold and shall pay immediately the one-eighth part thereof to the lessor.

The lessor grants to the lessees the right of ingress and egress for the purpose of prosecuting the work of mining of the leased premises.

It is mutually understood and agreed that the lessees have the right to conduct the operations of mining in their own way and are independent contractors and the lessor shall in no wise be responsible for any act of commission or omission on the part of the lessees, their heirs and assigns.

The lessor covenants that the lessees shall quietly enjoy the premises hereby leased during the term of this lease and in accordance with its provisions, and the lessees covenant and agree to perform all the conditions and stipulations herein contained on their part and to pay the rentals promptly and to make no unlawful or obnoxious use of the premises hereby leased.

IN TESTIMONY whereof the parties hereto bind themselves, each to the other, their heirs and assigns as witness their hands and seals.

Mrs P S Gettys (SEAL)

E E Burleson (SEAL)

H. L. Burleson (SEAL)

WITNESS:

NORTH CAROLINA
CLEVELAND COUNTY

The due execution of this lease was this day acknowledged before me by the grantor and lessees, Mrs. P.S. Gettys, E.E. Burleson and H.L. Burleson. This the 22nd day of June,1954.

Let this instrument be registered.

Clerk of Superior Court

22 June 54
1 P

Book 6-20 page 642

Wm W. Moore

By. Em Thompson
Asst