DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

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DMA Docket No. 3600

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Exploration Assistance

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

FEB 8 1955

Messrs. George Nesbitt, Howard Dugger
and David Dugger
Elk Park, North Carolina

Re: Docket No. DMEA-3600 - Mica
George Nesbitt, Howard Dugger
and David Dugger
Phillips Mine
Watauga County, North Carolina

Gentlemen:

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

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

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

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

Sincerely yours,

C. O. Mittendorf (for)

Administrator

WCAnderson:gad 2/1/55
Copy to: Admr. R. File
Docket
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

R.C.B.

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

February 1, 1955

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: A denial of exploration assistance and summary report.

By: Walter C. Anderson

1. Docket No. DMEA-3600 - Mica
Property: Phillips Mine
Watauga County, North Carolina

Applicants: George Nesbitt, Howard Dugger and David Dugger
Elk Park, North Carolina

Application: Form MF-103 (April 1953), received December 8,1954.
Work proposed: Strip surface by bulldozing and sink a shaft 100 feet deep.
Amount requested: $5,915.00
No contract - application denied.

2. Comments:

Geological premise - There are no geological indications for the discovery of a worthwhile deposit of strategic mica.

Geological criteria -
1. Conformable pegmatite 5 - 6 feet thick.
2. Feldspathic zones on either side of central 3-foot quartz zone contains scattered mica.
3. Mica - mineral stained, cracked, bent and "tied".

Future possibilities: The poor quality and small amount of mica exposed on this property indicates DMEA assistance is not justified.

Recommendations: The Nonmetallic Minerals Division concurs in Field Team's recommendation to deny the application. The Geological Survey and the Bureau of Mines are in agreement.

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

Defense Minerals Administration
RECEIVED
JAN 26 1955

January 26, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-3600 (mica)

Applicant: G. Nesbitt, H. and D. Dugger

Name and Location of Property: Phillips Mine
Watauga County, North Carolina

Date of Field Team Report: January 11, 1955

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: January 17, 1955

Field Team Recommendation:
1. Denial

Comments:
1. Mica is of poor quality and not abundant.
2. Possibility for discovery of a worthwhile deposit of strategic mica is considered poor.

Recommendation:

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

W. F. Dietrich

W. F. Dietrich

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 18 1955

January 17, 1955

Re: DMEA-3600
Nesbitt & Dugger
(Phillips Mine)
Watague Co., N. C.
$5,915 - Mica

Memorandum

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

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

Subject: Review of Field Team examination report

The Field Team has recommended this application be denied.

The quality and amount of mica exposed on this property indicate DMEA assistance is not justified.

I recommend the application be denied on basis of Field Team examiners' conclusions.

E. L. Newcomb
E. L. Newcomb

Reviewed by
DMEA OPERATING COMMITTEE
1-17-55
(date)

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

December 31, 1954

Memorandum

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

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

Subject: Owner's Consent to Lien from George Nesbitt, Howard Dugger and David Dugger of Elk Park, North Carolina
DMEA-3600, Phillips Mine (mica), Watauga County, N. C.

Transmitted are six copies of Form MF-203, Owner's Consent to Lien on the above designated docket.

Wm. A. Beck

Wm. A. Beck

Enclosures 6

MF-203
(Revised July 1, 1954)

OWNER'S CONSENT TO LIEN

DEPARTMENT OF THE INTERIOR
Bureau of Mines Administration
RECEIVED
JAN - 1 1955

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of North Carolina, County of Watauga, described as follows:1/ BEGINNING on a water oak in the widow Jones line, runs west course 112 poles to a chestnut; then northwest 78 poles to a locust in Richard Norris line; thence Northeast with said line 38 poles to public road; thence east with the road 86 poles to D. C. Byers line, then a south course with said line and widow Jones line 106 poles to Beginning and containing 75 acres, and also a SECOND TRACT BEGINNING on locust and running southeast 38 poles to a stake in Cornell & Greene line; thence northwest 15 poles to a bunch of chestnut sprouts at a rock; thence northeast 32 poles to BEGINNING, and containing 1½ acres, and EXCEPTING from said lands 10 acre tract sold off to Tracy Turner and wife.

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/ George Nesbitt, Howard Dugger and David Dugger

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 27th day of Dec, 1954.

Glen Phillips [Seal]

Ruth P Phillips [Seal]

_____ [Seal]

[illegible] OF THE INTERIOR
[illegible] Minerals Administration
RECEIVED
JAN 1 1955

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 Watauga, described as follows:1/ [illegible] on a stake out in the [illegible] line, then west course 112 poles to a chestnut, then northwest 78 poles to a locust in Richard Norris line; thence northeast with said line 31 poles to public road; thence out with the road 16 poles to R. C. Brown line, then a south course with said line and also Jones line 120 poles to beginning and containing 75 acres, and also a [illegible] on locust and running southeast 12 poles to a stake in Joseph A Brown line; thence northwest 15 poles to a bunch of chestnut sprouts on a rock; thence northeast 12 poles to [illegible], and containing 12 acres, and [illegible] the said tract 10 acre tract sold out to Tracy Sumner and wife.

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/ George Sandell, Donald Harper and Sandi Harper

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 27 day of Dec, 195 4.

Glen Phillips [Seal]

Ruth O Phillips [Seal]

_____ [Seal]

DEPARTMENT OF THE INTERIOR
Bureau of Mines Administration
RECEIVED
JAN 1 1955

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 ~~Watauga~~, described as follows: BEGINNING on a water oak in the widow Jones line, runs west course 112 poles to a chestnut; then northwest 78 poles to a locust in Richard Norris line; thence Northeast with said line 38 poles to public road; ~~thence east with the road 86 poles to D. C. Byers line, then a south~~ course with said line and widow Jones line 106 poles to Beginning and containing 75 acres, and also a SECOND TRACT ~~BEGINNING on locust and running~~ southeast 38 poles to a stake in Cornell & Greene line; thence northwest 15 poles to a bunch of chestnut sprouts at a ~~rock; thence northeast 32~~ poles to BEGINNING, and containing 1½ acres, and EXCEPTING from said lands 10 acre tract sold off to Tracy Turner and wife.

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/ ~~George Nesbitt, Howard Dugger and David Dugger~~

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 27 day of Dec., 195 4

Glen Phillips [Seal]

Ruth Phillips [Seal]

_____ [Seal]

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 Watauga, described as follows:1/ BEGINNING on a water oak in the widow Jones line, runs west course 111 poles to a chestnut; then northwest 76 poles to a locust in Richard Morris line; thence Northeast with said line 38 poles to public road; thence east with the road 86 poles to D. C. Byers line, then a south course with said line and widow Jones line 106 poles to Beginning and containing 75 acres, and also a SECOND TRACT BEGINNING on locust and running southeast 38 poles to a stake in Cornell & Greene line; thence northwest 5 poles to a bunch of chestnut sprouts at a rock; thence northeast 32 poles to BEGINNING, and containing 15 acres, and EXCEPTING from said lands 0 acre tract sold off to Tracy Turner and wife.

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/ George Rashbit, Howard Dugger and David Dugger

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.

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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 27th day of Dec, 1954

Glen Phillips [Seal]

Ruth Phillips [Seal]

_____ [Seal]

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 Yadkin, described as follows:1/ BEGINNING on a water oak in the Miles Jones line, runs east course 112 poles to a chestnut; then northwest 76 poles to a locust in Richard Smith line; thence northwest with said line 38 poles to public road; thence east with the road 16 poles to B. G. Dyson line, then a south course with said line and Miles Jones line 100 poles to beginning and containing 75 acres, and also a SECOND TRACT BEGINNING on locust and running southwest 4 poles to a stake in Kendall's Creek line; thence northeast 15 poles to a bunch of chestnut sprouts at a rock; thence northeast 32 poles to white oak, the beginning, in corner, as bounded by the said lands 10 acre tract sold off to Tracy Burton and wife.

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/ George Tarbitt, Howard Burton and David Burton

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 27th day of Dec., 1954.

Glen Phillips [Seal]

Ruth O Phillips [Seal]

_____ [Seal]

[illegible] of the [illegible]
[illegible] Minerals Administration
RECEIVED
JAN 1 1955

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 Catawba, described as follows[1] BEGINNING on a water oak in the widow Jones line, runs west course 112 poles to a chestnut; then northwest 78 poles to a locust in Richard Morris line; thence Northeast with said line 38 poles to public road; thence east with the road 56 poles to D. C. Myers line, then a south course with said line and widow Jones line 106 poles to beginning and containing 75 acres, and also a second tract BEGINNING on locust and running southeast 30 poles to a stake in Cornell & Greene line; thence northwest 15 poles to a branch of chestnut sprouts at a rock; thence northeast 32 poles to beginning, and containing 1½ acres, and excepted from said lands 10 acre tract sold off to Tracy Turner and wife.

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] George Hoblitt, Robert Turner and David Turner

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 production[3] 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 27th day of Dec, 1954

Glen Phillips [Seal]

Ruth Phillips [Seal]

_____ [Seal]

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 13 1955

January 11, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region VII

Subject: Field Examination Report, DMEA-3600 (mica) George Nesbitt, Hoawrd & David Dugger. Phillips Mine Watague County, North Carolina

Transmitted are four copies of the subject examination report. The examination was made without field referral.

We agree with the recommendation to deny the application.

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

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

Reviewed by
DMEA OPERATING COMMITTEE
1-17-55
(date)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 13 1955

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

On

DMEA-3600, PHILLIPS MINE
(mica)
Watauga County, N. C.

BY

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

and

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

January 6, 1955

Reviewed by
DMEA OPERATING COMMITTEE
1-17-55
(date)

RECEIVED

REPORT OF EXAMINATION BY FIELD TEAM

On

DMEA-3600, PHILLIPS MINE

(mica)

Applicants: George Nesbitt, Howard and David Dugger, Elk Park, N. C.

Pegmatite present on this property is lean in mica and the mica is of poor quality. No work is justified, thus the application should be denied.

The property was examined on January 6, 1955. Messrs. Howard and Davis Dugger accompanied the examiners on the inspection which required two hours.

The Phillips Mine is near the head of Brushy Branch, 7.5 miles by road and 4 airline miles due north of Boone, Watauga County, North Carolina.

Workings at this place consist of a bench cut in the hillside with a 12-foot uphill face. This cut has been made along the pegmatite. The applicants have recently cleaned out the cut, exposing the pegmatite. Time of the original work is not known. The cut is 25 feet long and 10 feet wide.

The pegmatite is 5-6 feet thick, conformable to the hornblende gneiss wall rock, trends N. 40° E. and dips 50° S. E. It contains a 3-foot quartz core bounded on both sides by feldspathic zones which contain plagioclase, garnet, small quartz, and scattered mica. The mica seems to be concentrated in thin small books along cracks and seams in the feldspathic portion.

Mica is not abundant, either in place or in the dump. It is ruby colored and hard. All is mineral stained, cracked, bent, and "tied." Most of the books exhibit "A" structure and are small. Very little strategic mica could be obtained from the deposit.

The application should be denied.

January 6, 1955.

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

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

z

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

RECEIVED

January 11, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-3600 (mica)

Applicant: G. Nesbitt, H. Dugger, and D. Dugger

Name and Location of Property: Phillips Mine, Watauga County
North Carolina

Date Application Rec'd. by Br. of Ceram. & Fert. Mat.: Dec. 9, 1954

Comments:

1. From limited information presented, it is difficult to determine if an exploration program is justified or if proposed plan is the logical plan.

2. It appears a field examination is necessary to determine the feasibility of a project.

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 applicant 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. 600

Messrs. George Nesbitt, Howard Dugger
and David Dugger
Elk Park, North Carolina

Re: Docket No. DMEA-3600 - Mica
George Nesbitt, Howard Dugger
and David Dugger
Phillips Mine
Watauga County, North Carolina

Gentlemen:

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

Please be advised that the lease attached to your application did not contain an adequate legal description of the property you wish to have explored. Your application will be held in abeyance until such information is furnished, written in on the lease as well as the Owner's Consent to Lien, seven copies of which have been forwarded to you by the Regional Office for execution.

The Regional Office will contact you at an early date if an examination is to be made, at which time they will advise you concerning an adequate land description. Any assistance that you may give the members of the field team during the examination will be appreciated.

Sincerely yours,

Administrator

Not sent

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 VII
Room 13, Post Office Bldg.
Knoxville 2, Tennessee

Subject: Docket No. DMEA-3600 - Mica
George Nesbitt, Howard Dugger
and David Dugger
Phillips Mine
Watauga County, North Carolina

Dear Mr. Laurence:

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

Please note the land description given by the applicant. It is inadequate since the metes and bounds do not describe accurately a closed traverse, nor is the location of the proposed project indicated in the description of the two tracts of land. There was no sketch attached to the application as mentioned in 4 (c).

If a contract is recommended, please advise the field team to obtain an adequate description of the land involved in the exploration project. This must be a legal description that gives the bearings and distances of the lines which enclose the property to be explored. The property must be referenced to a permanent and identifiable landmark, natural or artificial, as the center of a shaft, adit, building, benchmark, etc. This description must be written on the lease and the Owner's Consent to Lien. Whenever a map is available it would be most helpful.

The Owner's Consent to Lien does not become effective unless a contract is granted and a certification of discovery is made. If the land owners object to signing Owner's Consent to Lien without the date specified, it will be sufficient to have the owners indicate in writing they will sign Owner's Consent to Lien if a contract is offered.

Copies of memoranda from the Geological Survey, dated December 14, 1954, and from the Bureau of Mines, dated January 11, 1955, are enclosed for your information.

Approved:

Sincerely yours,

Not sent

Member, Bureau of Mines

Chairman, Operating Committee

Member, Geological Survey

Enclosures 4

IN REPLY REFER TO:

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

December 14, 1954

Re: DMEA-3600
Nesbitt & Dugger
(Phillips Mine)
Watauga Co., N. C.
$5,915 - Mica

Memorandum

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

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

Subject: Review of application

The applicant proposes a project involving bulldozing and 100 feet of shaft sinking.

We do not have any appropriate data on this mine.

I recommend this application be referred to the Field Team for their review and recommendations. An examination should be made if they believe it is necessary.

E. L. Newcomb

E. L. Newcomb

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

December 9, 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 - 3600 George Nesbitt, et.al.

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

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

December 9, 1954
Subject: DMEA-3600
Re: Exploration Assistance
Phillips Mine

Mr. George Nesbitt, et al.
Elk Park
North Carolina

Gentlemen:

The receipt of your application dated December 3, 1954 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3600 and referred to the Non-Metallic Minerals Division.

Kindly identify all future correspondence relating to your application by this docket number.

Sincerely yours,

Robert E. Adams, Chief
Operations Control and
Statistics Division

60932

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

Defense Minerals Administration
RECEIVED
DEC 8 1954

December 6, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region VII

Subject: Application from George Nesbitt, Howard Dugger and David Dugger of Elk Park, N. C. Phillips Mine, Watauga County, N. C. (mica)

Enclosed are three copies of the subject application, received in this office today. The fourth copy is being retained for our use. We have sent the applicant seven copies of form MF-203, Owner's Consent to Lien, and will forward the signed copies to you when they are received.

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

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

DEPARTMENT OF THE INTERIOR
Library Branch Administration
RECEIVED
DEC 8 1954

December 6, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region VII

Subject: Application from George Nesbitt, Howard Dugger and David Dugger of Elk Park, N. C. Phillips Mine, Watauga County, N. C. (mica)

Enclosed are three copies of the subject application, received in this office today. The fourth copy is being retained for our use. We have sent the applicant seven copies of form MF-203, Owner's Consent to Lien, and will forward the signed copies to you when they are received.

Robert A. Laurence
Executive Officer, DMEA
Region VII

RAL/xm

cc:

Beck
Lynch
Files

(Revised Apr. 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 8 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. 3600
Metal or Mineral MICA
Date Received
Estimated Cost $15,915
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: George Nesbitt, Howard Dugger and David Dugger
Elk Park, 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.

(*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 sheet

(*b*) State any mine name by which the property is known. Phillips 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. Copy of lease 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. See attached sheet

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

(*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. See attached sheet

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

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

16—66551-1

Manpower, materials, supplies and equipment are all available.

5. *The exploration project.*—(*a*) State the mineral or minerals for which you wish to explore Ruby and clear 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. See attached sketch.

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

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

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. (SEE ATTACHED SHEET FOR COST ESTIMATES)

(*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 [x] 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 December 3rd, 1954

George Nesbitt, Howard Dugger & David Dugger
(Applicant)

By David Dugger

Elk Park, North Carolina

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

3(a) BEGINNING on a water oak in the widow Jones line and runs a west course 112 poles to a chestnut; then northwest 78 poles to a locust in Richard Norris line; thence northeast with said line 38 poles to the public road; thence east with the road 86 poles to D. C. Byers line; then a south course with said line and the widow Jones line 106 poles to the BEGINNING, and containing 75 acres, more or less.

Also a second tract BEGINNING on a locust and running southeast 38 poles to a stake in Cornell and Greene line; thence northwest 15 poles to a bunch of chestnut sprouts at a rock; thence northeast 32 poles to the BEGINNING and containing 1½ acres, more or less.

EXCEPTING HOWEVER out of the above described tract a tract of land conveyed to Tracey Turner and wife and described as follows: BEGINNING on a sugartree at a stone fence near the creek and runs thence north 88 west 7 poles and 6 feet to a white birch at the creek; thence north 41 degrees west 4 poles and 6½ feet to a white birch; thence a northwest course up and with the meanders of the creek 68 poles to a stake in the creek and in the line of the Rayfield Brothers; thence north 35 degrees east 7 poles and 3½ feet to a beech, Rayfield corner; thence north 10 degrees east 13 poles to a stake on the south bank of the Sugar Loaf Public Road, Rayfield corner; thence down and with said road an east course 69 poles to a sassafras tree on the south side of said road; thence south 14½ degrees east 24 poles to a wild cherry tree; thence south 18 degrees east 7 poles with the stone fence to the BEGINNING, and containing 10 acres more or less.

4(a) There has been some cleaning out of the mine up to the present time
(b) Some 15 years ago this mine was operated and considerable mica was taken from same according to our information.
(c) Vein-see attached sketch.
(d) This mine is located about 7 miles from Boone, North Carolina. Follow NC 194 out of Boone for about 5 miles and then turn off on the Meat Camp Road and follow same about 2 miles. This mine is located approximately 47 miles from the US Government Depot at Spruce Pine, North Carolina.

6 ESTIMATE OF COSTS:
Propose to bull doze top off and level down, get equipment down and then desire to sink a shaft approximately 100 feet.

Bull dozing----------	$300
Tool Shop	350
Powder and Explosive House	60
Rent on compressor @150 mo(6mos	900
Rent on Jack hammer 6 mos	210
Steel	400
Hose	175
Pipe	75
Powder	200
Exploders	75
Hoisting Engine rent @ 75 mo	450
½" steel cable-500 ft.	225
Barrel or skip	50
Track	150
Bunk or cook house	400
Two laborers @ $1 hr. 40 hrs. per week for 24 wks.----------	1920
TOTAL----------	$5915.00

MINING LEASE

State of North Carolina Watauga County:

This indenture made this 2nd day of December, 1954, 1962,

between Glenn Phillips and wife Ruth Phillips

of Watauga County, and State of North Carolina as party of the first part, and known as lessor s, and George Nesbitt, Howard Dugger and David Dugger

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

WITNESSETH, That the parties of the first part in consideration of One Dollar in hand received and hereby acknowledged by the lessors, and in consideration of the agreements hereinafter contained, on the part of the party of the second part to be performed, hereby bargains, leases and grants to the party of the second part, and his heirs and assigns, for the period of five years from the date of this agreement, the following described real property, for mining purposes, in the County and State first above written to wit: BEGINNING on a water oak in the widow Jones line, runs west course 112 poles to chestnut; then northwest 78 poles to locust in Richard Norris line; thence NE with said line 38 poles to public road; thence east with road 86 poles to DC Byers line; then a south course with said line and widow Jones line 106 poles to Beginning and containing 75 acres, also a second tract BEGINNING on locust and running SE 38 poles to stake in Cornell & Greene line; thence NW 15 poles to a bunch of chestnut sprouts at a rock; thence NE 32 poles to BEGINNING and containing 1½ acres, EXCEPTING from said tracts above described a 10 acre tract sold off of said lands to Tracy Turner & wife.

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

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

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

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, shall have the option to renew this lease and to extend the period of its running for an additional five years from the date of its present termination. The option shall be exercised by giving formal written notice to the party of the first part or by the continuation of any mining operations then being conducted. The 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 grantee, purchaser, or assigns thereof. And it is agreed that the lessee may assign this mining lease or any part thereof and that he may sublease.

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

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

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

Witness:

Geo. W. Nesbitt (SEAL)

David Dugger (SEAL)

Howard Dugger (Seal)

Glen Phillips (Seal)

Ruth Phillips (Seal)

(over)

NORTH CAROLINA

WATAUGA COUNTY

I, A. P. Brinkley, Notary Public, hereby certify that Glenn Phillips and wife Ruth Phillips and Howard Dugger, George Nesbitt, and David Dugger all personally appeared before me this date and acknowledged the due execution of the foregoing Mining Lease for the uses and purposes therein expressed.

Witness my hand and notarial seal this the 2 day of December 1954.

A. P. Brinkley
Notary Public

My commission expires: June 3-1955