DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 3630

DO NOT DETACH THIS SLIP

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

This document has been recorded as

Exploration Assistance

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

Cys to USBM, USGS, & Reg.

Routing Slip

To:	600	Date	1/6/55
To:	Hopkins	Date	1/7/55
To:	Oper Comm	Date	1-18-55
To:	Oper Comm	Date	3-4-55
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CONTROLLED DOCUMENT

DOCKET COPY
Surname:

Hopkins
Houk
Newcomb
Hedges
Selfridge
Yeghiayan

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

MAR 7 - 1955

Messrs. Sam L. Phillips and
John Phillips
Spruce Pine, North Carolina

Re: Docket No. DMEA-3630 - Mica
Sam L. Phillips and
John Phillips
Deake Mine Prospect
Mitchell County, North Carolina

Gentlemen:

Your application for aid for an exploration project and other data available to us in Washington relating to the above-named 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

Administrator

JHopkins:ad 3/3/55
Copy to: Admr. R. File
Docket
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

Case

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

March 3,1955

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: A denial of exploration assistance and summary report

By: James Hopkins

1. Docket No. DMEA-3630 - Mica
Property: Deake Mine Prospect
Mitchell County, North Carolina

Applicant: Sam L. and John Phillips
Spruce Pine, North Carolina

Application: MF-103 form received January 6, 1955.

Work Proposed:

Shaft sinking 70 feet @ $50.00/ft.	$3,500.00
Drifting 100 feet @ $35.00/ft.	3,500.00
Total	$7,000.00

No contract: Application denied.

2. Comments:

The applicant requested Government assistance to explore an area adjoining the old Deake Mine.

A U.S.G.S. manuscript report on the Deake Mine, dated September, 1944, was made available to the examiners. This report suggested that the mica reserves in the large pegmatite previously mined are nearly exhausted. Only limited work has been done at the deposit since this report was made. Two new bulldozer trenches were cut recently across the south end of the property. No new pegmatite was found.

The latest operation at the mine consisted mostly of robbing pillars. Very little reserves are left. The examiners recommend that the application be denied.

The commodity divisions of the Bureau of Mines and the Geological Survey concur in the denial. The Nonmetallic Minerals Division also concurs in the denial.

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

February 24, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-3630 (mica)

Applicant: Sam & John Phillips

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

Date of Field Team Report: February 11, 1955

Date Rec'd. by Br. of Ceram. & Fert. Mat.: February 17, 1955

Field Team Recommendation:

1. Denial of application.

Comments:

1. Sufficient work has been done to indicate the pegmatite is not suitable for producing large quantities of stratetic mica.

2. Reserves of strategic mica are estimated to be negligible.

Recommendation:

I concur in the field team's recommendation to deny subject 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
FEB 18 1955

February 18, 1955

Re: DMEA-3630
S. & J. Phillips
(Deake Mine)
Mitchell Co., N. C.
Mica

Memorandum

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

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

Subject: Concurrence with Field Team's recommendation for denial.

All available information indicates the mica reserves on this property have been exhausted. The field examiners report that the last mining operations were mainly for "clean up" of remaining mica reserves.

Recent trenching by the applicant did not expose any new pegmatite and there apparently is no evidence which suggests additional pegmatites would be found by DMEA exploration.

I recommend the Field Team's recommendation for denial be followed.

E. L. Newcomb
E. L. Newcomb

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 23 CE. BLDG.
KNOXVILLE 2, TENN.

DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration
FEB 14 1955

Febrtiary 11, 1955

Memorandum

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

From: Field Team, DMEA - Region V - Knoxville

Subject: Field Team Report on DMEA-3630, (mica) Mitchell County, N.C
Sam & John Phillips, Applicants.

Transmitted are four copies of the subject report.

The Field Team concurs with the examiners that this project should be denied.

Acting, Executive Officer
DMEA- Region V

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

Reviewed by
DMEA OPERATING COMMITTEE
2-18-55
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 14 1955

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD EXAMINATION REPORT
REGION V

ON

DMEA-3630, DEAKE MINE (mica)
Mitchell County, N. C.

BY

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

February 11, 1955

Reviewed by
DMEA OPERATING COMMITTEE
2-18-55
(date)

DOCKET FILE
Surname:

Hopkins
Houk
Hedges
Newcomb
Selfridge
F E Johnson

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

JAN 19 1955

Messrs. Sam L. Phillips and
John Phillips
Spruce Pine, North Carolina

Re: Docket No. DMEA-3630 - Mica
Sam L. Phillips and
John Phillips
Deake Mine Prospect
Mitchell County, North Carolina

Gentlemen:

Your application for assistance in exploring the subject property has been reviewed by the Nonmetallic Minerals Division of the Defense Minerals Exploration Administration and has been referred to Mr. Robert A. Laurence, Executive Officer, DMEA Field Team, Region V, 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. Mittenderf

Administrator

JHopkins:ad 1/18/55
Copy to: Admr. R. File
Docket
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

R.S.S.

DOCKET FILE
Surname:

Hopkins
Houk
Selfridge
Johnson

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

600

JAN 19 1955

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

Subject: Docket No. DMEA-3630 - Miss Sam L. Phillips and John Phillips
Deake Mine Prospect
Mitchell County, North Carolina

Dear Mr. Laurence:

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

Copies of memoranda from the Geological Survey, dated January 13, 1955, and from the Bureau of Mines, dated January 11, 1955, are enclosed for your information.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (JHB)

Approved:

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

E. L. Newcomb
Member, Geological Survey (JHB)

Enclosures 4

JHopkins:ad 1/18/55
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

R.C.S.

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 14 1955

January 13, 1955

Re: DMEA-3630
S. L. & J. Phillips
(Deake Mine Prospect)
Mitchell Co., N. C.
$7,000 - Mica

Memorandum

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

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

Subject: Review of application

The proposed exploration consists of a 70 foot shaft and 100 feet of drifting in an area near the Deake mine. The Deake mine has a long record of intermittent mica and feldspar production. Apparently this new prospect lies south of the old Deake workings. There are numerous old shafts on the Deake property so the location of the prospect cannot be accurately determined from the property description.

The Deake mine has been described in a U.S.G.S. Open File report prepared in 1944 by W. P. Irwin. The main pegmatite has an exposed length of 330 feet and attains a thickness of 25 feet. It strikes north and dips east at angles ranging up to 90 degrees. At the south end, the thickness of the pegmatite diminishes both along strike and down dip. Past production has been mainly in the thicker and more central parts of the dike.

In 1944, the Survey Open File report suggested trenching north and south of the Deake mine. This recommendation may be appropriate for applicant's property, but we do not know its relationship to the Deake mine.

I recommend this application be referred to the Field Team for their review and recommendations.

E. L. Newcomb
E. L. Newcomb

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 11 1955

January 11, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-3630 (mica)

Applicant: Sam L. and John Phillips

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

Date Application Rec'd. by Br. of Ceram. & Fert. Mat.: Jan. 6, 1955

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

January 6, 1955
Subject: DMEA-3630
Re: Exploration Assistance
Deake Mine Prospect

Messrs. Sam L. & John Phillips

Spruce Pine, North Carolina

Gentlemen:

The receipt of your application dated December 21, 1954 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3630 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

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED
JAN - 6 1955

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. 3630
Metal or Mineral MICA
Date Received
Estimated Cost $7,000
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: Sam L. Phillips and John Phillips
Spruce Pine, N. C.

Partnership

(*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 Legal description given on attached lease.

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

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

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

(*e*) If you own the land, describe any liens or encumbrances on it Not owner.

(*f*) If the land consists of unpatented claims, add to the description above, the book and page numbers for each recorded location notice. None.

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.

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

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

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

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

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

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

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

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: See sheet.

(*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. Will furnish required 25%.

(*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 December 21, 1954

Sam L. and John Phillips
(Applicant)

By Sam L. Phillips
Sam L. Phillips, Partner

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

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 6 1955

MF-103 (Continuation Sheet)

4. (a) About $200,000. worth of mica has been recovered from the old Deake mine in the same area as this prospect. We have reason to believe another similar vein is near.

(b) See a.

(c) The vein from the old Deake Mine seems to extend to the area we wish to explore, and we believe non-ruby mica of strategic quality may be found.

(d) Project is accessible to roads and shipping.

(e) Manpower, materials, supplies and equipment available. Power is within 200 yards.

5. (b) We propose to sink a shaft 70', then drift or cross cut with vein 100'.

6. Estimate of costs:

Sink 5'x7' shaft 70 ft. @ $50.00 per ft.	$ 3,500.00
Drift with vein 100 ft. @ $35.00 per ft.	3,500.00
	$ 7,000.00

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 6 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 Mitchell, described as follows:1/

Beginning at a large white oak tree located 300' West of the shaft of the Old Deake Mine and running 250' North; thence 250' West; thence 500' South; thence 500' East; thence 500' North; thence 250' West to the beginning.

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

2/ Sam L. and John Phillips
Spruce Pine, N. C.

hereinafter called the "Operator"; and

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

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

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

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

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

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

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

(OVER)

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

4. Changes and added provisions _____

_____

_____

_____

Dated this 21st day of December, 1954.

Land and Mineral Company [Seal]

By J Fullen Brown Pres [Seal]

_____ [Seal]

DEFENSE MINERALS EXPLORATION

FIELD EXAMINATION REPORT

on

DMEA-3630, DEAKE MINE (mica)

FEB 14 1955

Applicants: Sam L. Phillips and John Phillips, Spruce Pine, N. C.

The U. S. G. S. manuscript report on subject mine, dated September 1944, suggests that mica reserves in the large pegmatite previously mined are nearly exhausted. No new data is available to the examiners, nor are additional pegmatites known to occur. The examiners believe that this application should be denied.

This deposit was examined on February 3, 1955. Messrs. Sam L. Phillips and Chet Thomas accompanied the examiners on the examination which required one hour.

The Deake (Dake) mine is one mile northwest of Spruce Pine, Mitchell County, North Carolina. The mine is on the south side of North Toe River.

Only limited work has been done at the deposit since the report referred to above was prepared. Two new bulldozer trenches were cut recently across the south end of the property. No new pegmatite was found.

The rather lengthy U. S. G. S. report of 1944 will not be repeated here. It is sufficient to say that the last operation was almost entirely of a "robbing" nature. Very little reserves are left. The examiners recommend that application be denied.

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN - 6 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 Mitchell, described as follows:1/

Beginning at a large white oak tree located 300' West of the shaft of the Old Deake Mine and running 250' North; thence 250' West; thence 500' South; thence 500' East; thence 500' North; thence 250' West to the beginning.

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

2/ Sam L. and John Phillips
Spruce Pine, N. C.

hereinafter called the "Operator"; and

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

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

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

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

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

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

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

(OVER)

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

4. Changes and added provisions _____

_____

_____

_____

Dated this 21st day of December, 1954.

LAND AND MINERAL COMPANY
(Signed) J. Fuller Brown, Pres. [Seal]

_____ [Seal]

_____ [Seal]

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN - 6 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 Mitchell, described as follows:1/

Beginning at a large white oak tree located 320' West of the shaft of the Old Rocky Mine and running 250' North; thence 250' West; thence 500' South; thence 500' East; thence 500' North; thence 250' West to the beginning.

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

2/ Sam L. and John Phillips
Spruce Mine, N. C.

hereinafter called the "Operator"; and

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

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

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

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

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

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

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

(OVER)

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

4. Changes and added provisions _____

_____

_____

_____

Dated this 22nd day of December, 1954.

LAND AND MINERAL COMPANY

(Signed) J. Fuller Brown, Pres. [Seal]

_____ [Seal]

_____ [Seal]

NORTH CAROLINA MITCHELL
~~BUNCOMBE~~ COUNTY

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN - 6 1955

THIS AGREEMENT made the 21st day of December, 19 54, between the Western Carolina Mica Co ~~LAND & MINERAL COMPANY~~, a corporation organized pursuant to the laws of the State of N. C. ~~Delaware~~, hereinafter sometimes designated as "Lessor," party of the first part; and,

Sam L. and John Phillips

of Spruce Pine, N. C.

hereinafter sometimes designated as "Lessee,"
(This designation shall include the respective parties, whether one or more, individual or corporate, and their respective successors in interest or assigns), party of the second part:

W I T N E S S E T H

That the said Lessor, for and in consideration of the premises and of the sum of One Dollar paid said Lessor by Lessee, the receipt of which is hereby acknowledged, and of the undertakings and agreements hereinafter set forth and stated to be kept and performed by the Lessee, has leased and granted, and by these presents does lease and grant unto the Lessee the sole and exclusive right and privilege of digging, boring and otherwise prospecting for, and mining mica, including scrap, sheet and punch mica, and feldspar, and all other minerals excepted, and to remove the same from the following described tract or tracts of land situate in the State of North Carolina, County of Mitchell, and bounded and more particularly described as follows:

Being fourteen acres of surface and mineral owned by Land & Mineral Co and E.C. Guy joining land of Tennssee Mineral Products Corp,and G.G. Fortner and known as the Deake Mine.

Beginning at a large white oak tree located 300' West of the shaft of the Old Deake Mine and running 250' North; thence 250' West; thence 500' South; thence 500' East; thence 500' North; thence 250' West to the beginning.

TO HAVE AND TO HOLD the said premises for the purposes aforesaid only, unto the said Lessee for and during the term of one (~~1~~ Five) year next ensuing from the 21st day of December, 19 54.

1. The Lessee covenants and agrees to pay to the Lessor on the 10th day of each month, the following royalties:
   (a) Scrap mica—a sum equal to 1/8 of the then prevailing market price.
   (b) Sheet and punch mica—a sum equal to 1/8 of the then prevailing market price.
   (c) Feldspar—a sum equal to 50¢ per ton of 2240 pounds.
   (d) All other minerals—a sum equal to 1/8 of the then prevailing market price,
   (e) No mica is to be sold in block form.

   mined and removed from said premises pursuant to the provisions of this lease during the month immediately preceding said dates of payments, which payments shall be made to the Lessor at its office in Biltmore, North Carolina, or to its duly designated agent, for that purpose,

   Arthur Buchanan,Jr, in complete settlement of any and all royalties due the Lessor for minerals mined and removed during the preceding month and each remittance of royalty payments herein specified shall be accompanied by an accurate statement or invoice and/or weight ticket, showing the amount, grade, qualification and weight of the mica and other minerals upon which said payments are based, together with such other information as may be incident to the mining, sale and shipment of said mica.

2. The Lessee agrees to pay to the Lessor a minimum royalty of $ None per year during the term hereof, without regard to the mica, feldspar or other minerals produced from said land; for any period less than a year the minimum royalty payable hereunder shall be ratably ascertained, providing that nothing in this paragraph contained shall release the Lessee from the obligation to prosecute mining operations with a reasonable degree of efficiency and to pay the royalties provided upon the mica and other minerals actually produced. The annual royalties received pursuant to paragraph 1, hereof, shall apply against said minimum royalties but said sums received under paragraph 1, hereof, shall not be considered as advance and cumulative royalties against said minimum royalties.

3. The Lessee covenants and agrees to keep adequate, accurate and complete records, books and accounts of all mica and other minerals mined within the boundaries of the premises above described, and the same shall be open to inspection of the Lessor at all reasonable times.

4. The said Lessee will classify, segregate and keep separate and separately marked, all mica and other minerals mined upon and taken from the premises hereinabove described and in no event will store, ship, mix or confuse the same with mica and other minerals mined or taken from any other land or premises.

5. The Lessor hereby grants to the Lessee the right to mine, prospect, search, dig, bore and excavate for mica and other minerals in as many places on the premises above described as the said Lessee may deem proper, and to extract and remove the same from said premises.

6. The Lessor hereby grants to the Lessee the same right that it has to construct ditches, drains, aerial tramways, tramways, railroads, truck roads, to and across said premises and any adjoining tracts of land belonging to the Lessor, but subject to any obligation of the Lessor in connection therewith which Lessee assumes.

7. The Lessor hereby grants to the Lessee such rights as it has in the premises above, to cut and use such timber located upon the said premises as may be necessary for the construction of buildings and/or for other usual purposes of such mining operations, upon paying for the merchantable timber the reasonable market stumpage value thereof at and upon the aforesaid land and premises, but subject to any obligation of the Lessor in connection therewith, which the Lessee assumes.

8. The Lessor hereby grants to the Lessee such rights as it has to use any stone or gravel located on the aforesaid premises for the purpose of constructing roads necessary and suitable for the full enjoyment of the mining rights hereby leased by the Lessee, as well as such right as it has to use or secure water on said premises and to dump waste material and water arising through the mining operations upon said premises, but subject to any obligation of the Lessor in connection therewith, which Lessee assumes.

9. The Lessor hereby grants to the Lessee the right to remove his mining machinery and equipment at any time within ninety (90) days after the termination or expiration of this lease, provided the time for the removal of said machinery and equipment may be enlarged only by written permission of the Lessor. No mining machinery and equipment belonging to the Lessee shall be removed from said premises until all of the indebtedness and obligations which may be owing to the Lessor by the Lessee shall have been paid in full.

10. The Lessor reserves unto the Lessor the right to use so much of the premises as shall not be required by the Lessee for the mining operations of the Lessee.

11. The Lessee agrees to pay all taxes which may be levied solely upon the mining operations conducted upon the said premises by the Lessee.

12. The Lessee shall have the right to terminate this lease at any time during the term aforesaid upon giving written notice to Lessor of such intention, at least sixty (60) days prior to the date of termination, and upon payment of all sums due Lessor by Lessee to said date of termination. Said notice shall be sent by Registered Mail to last known address of Lessor.

13. The Lessee agrees to conduct his mining operations in a businesslike and workmanlike manner with due regard to Lessor's rights in the mines, minerals and mineral deposits, and to that end the Lessee agrees to keep and maintain the mines and all parts thereof in good and sufficient repair and to work and operate said mines in a good and skillful manner not removing the rich parts of the mines at the expense of the other part thereof, and as the work progresses to keep the mines as clean as reasonably practicable, and all parts thereof securely and properly timbered and supported; and in case of open work to properly slope the walls and banks so as to prevent the same from slipping or falling in; that no waste, rubbish or refuse will be dumped, thrown or placed in any mine, mine tunnel, cut shaft or other improper place, and no waste will be permitted upon said premises nor avoidable damage done to mine thereunder. Lessee further agrees not to interfere with, dislocate, remove, damage or misplace any surface monuments, marker stake or other evidence as presently set defining the boundaries of said premises.

14. The Lessor reserves the right to terminate and cancel this lease in the event of a default on the part of the Lessee in complying with any of the terms and conditions of this lease, provided said default shall continue for a period of sixty days after the Lessor has forwarded written notice thereof to the Lessee. Said notice shall be sent by registered mail to the last known address of the Lessee.

15. The Lessee shall have the right to renew this lease for an additional period of _____ _____, upon the terms and conditions hereinbefore set forth, provided that 30 days prior to the expiration of this lease the Lessee shall forward to the Lessor written notice thereof in the manner hereinbefore provided for sending notices to Lessee.

16. The Lessee will within a period of 60 days from the signing of this lease begin active work in prosecuting the mining operations for scrap mica, sheet and punch mica, feldspar and other minerals and will continue the prosecution of said mining operations in good faith and with due diligence and activity in order to produce the maximum output from the mines located on the above described premises. In the event Lessee fails to operate actively and continuously any mine or mines within said boundary for the production of scrap mica, sheet and punch mica, feldspar and other minerals for a period of 30 days, except for causes absolutely beyond Lessee's control, then the Lessor, at its option, may declare this lease void and of no further force and effect.

17. It is agreed that during the continuation this lease, or any extension thereof, the Lessor or its assigns shall have the refusal of and the right and option to purchase all mica mined and produced by the Lessee from the land and premises hereinabove described. Such purchase to be at the prevailing market price.

18. It is agreed that the acceptance of royalty by the Lessor under the provisions of this lease is to to be a credit in behalf of the Lessee but is not to be taken or considered as a waiver for any damages Lessor may be entitled to recover from Lessee for any breach or breaches that Lessee may make in any duty or covenant expressed or reasonably implied in this lease or as an estoppel against Lessor in this respect. Nothing contained in this lease is intended to, nor shall it abridge or in any way modify the Lessor's right or rights in or to any action for the non-performance of the covenants of this lease.

19. It is agreed that this lease shall not be transferred, assigned or sub-let either in whole or in part by the Lessee without the prior written consent of the Lessor and no right or privilege of the Lessee hereunder can be transferred, assigned or sub-let by Lessee without such written consent of Lessor first had and obtained.

20. Lessee agrees that the Lessor shall in no sense or in any way be held liable for any operations under this lease, and in no event and under no circumstances shall Lessor be held liable for any debt, tort or other liability of the Lessee, his agents, workmen or employees and Lessee further agrees to at all times indemnify and save harmless said Lessor of any claim and demand of whatsoever kind and nature predicated in any manner on such operations under this lease and Lessee further agrees to carry adequate insurance of all kinds to so indemnify said Lessor.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly and properly executed as of the day and year first above written.

Western Carolina Mica Co
~~LAND AND MINERAL COMPANY~~
By: Arthur Buchanan Jr
~~President~~ Agent

ATTEST:

_____
Secretary

_____ (SEAL)

_____ (SEAL)

NORTH CAROLINA MITCHELL
~~BUNCOMBE~~ COUNTY

I, a Notary Public of said State and County, certify that Arthur Buchanan, Jr personally came before me this day and acknowledged that he is _____ ~~Secretary of~~ Agent Western Carolina Mica Co ~~LAND AND MINERAL COMPANY~~, a corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ ~~President~~, Agent ~~sealed with its corporate seal, and attested by xxxxxxxx as its xxxxxxxxxxxxxxxxxxxx Secretary~~

WITNESS my hand and Notarial Seal, this the 4 day of Jan, 1955.

Kenneth R McKinney NOTARY PUBLIC

My commission expires:
5/11/55

NORTH CAROLINA MITCHELL
~~BUNCOMBE~~ COUNTY

I, _____, a Notary Public of said State and County, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this _____ day of _____, 19____.

_____ NOTARY PUBLIC

My commission expires:

_____

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

LAND AND MINERAL COMPANY
To

LEASE

Filed for registration on the_____
day of_____,
19____, at_____o'clock _____M., and
registered in the Office of The Register of
Deeds for_____
County, North Carolina in Book_____
Page_____.

_____
Register of Deeds for

OFFICIAL BUSINESS

420 CUSTOM HOUSE
555 BATTERY STREET
SAN FRANCISCO 11, CALIF.

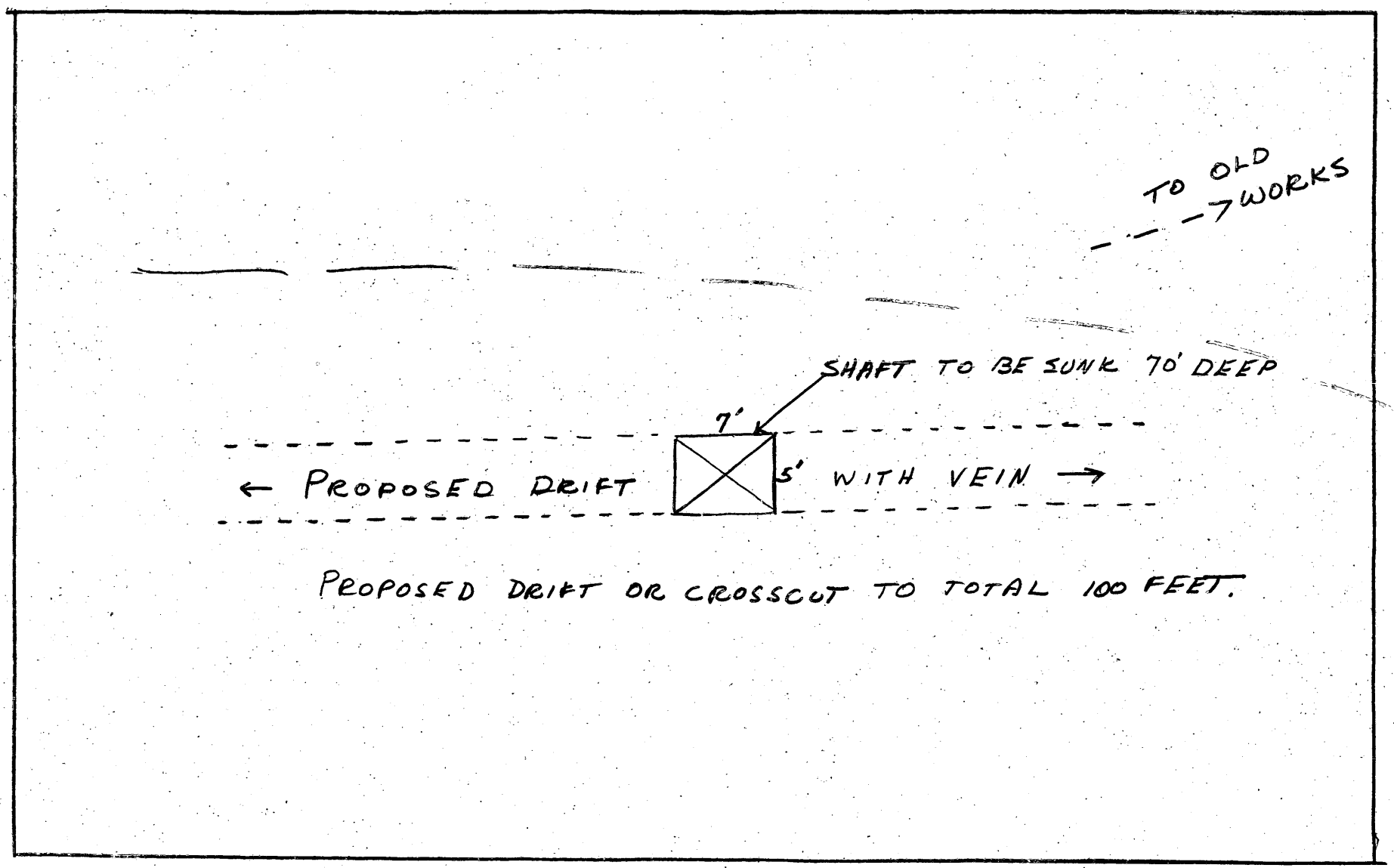
SAN FRANCISCO CALIF. JUN 30 '54

21

Defense Minerals Exploration Administration
[illegible]r Building
Washington 25, D. C.

DEAKE MINE PROSPECT

Mitchell Co.



600

MAR 7 - 1955

Messrs. Sam L. Phillips and
John Phillips
Spruce Pine, North Carolina

Re: Docket No. DMEA-5510 - Mica
Sam L. Phillips and
John Phillips
Banks Mine Prospect
Mitchell County, North Carolina

Gentlemen:

Your application for aid for an exploration project and other data available to us in Washington relating to the above-named property have been reviewed.

Projects approved by the Defense Minerals Exploration Administration must, in the 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

Administrator

JBopkins:ed 3/3/55
Copy to: Admr. R. File
Docket
Operating Committee
Field Team, Region V
Mr. Killingsund, 5222
Mr. Dinterich, 3061
Mr. Bonk

March 3, 1955

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: A denial of exploration assistance and summary report

By: James Hopkins

1. Docket No. DMEA-3630 - Mica
Property: Deake Mine Prospect
Mitchell County, North Carolina

Applicant: Sam L. and John Phillips
Spruce Pine, North Carolina

Application: MF-103 form received January 6, 1955.

Work Proposed:

Shaft sinking 70 feet @ $50.00/ft.	$3,500.00
Drifting 100 feet @ $35.00/ft.	3,500.00
Total	$7,000.00

No contract: Application denied.

2. Comments:

The applicant requested Government assistance to explore an area adjoining the old Deake Mine.

A U.S.G.S. manuscript report on the Deake Mine, dated September, 1944, was made available to the examiners. This report suggested that the mica reserves in the large pegmatite previously mined are nearly exhausted. Only limited work has been done at the deposit since this report was made. Two new bulldozer trenches were cut recently across the south end of the property. No new pegmatite was found.

The latest operation at the mine consisted mostly of robbing pillars. Very little reserves are left. The examiners recommend that the application be denied.

The commodity divisions of the Bureau of Mines and the Geological Survey concur in the denial. The Nonmetallic Minerals Division also concurs in the denial.

JHopkins:ad 3/3/55
Copy to: Admr. R. File
Mr. Houk

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

February 24, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-3630 (mica)

Applicant: Sam & John Phillips

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

Date of Field Team Report: February 11, 1955

Date Rec'd. by Br. of Ceram. & Fert. Mat.: February 17, 1955

Field Team Recommendation:

1. Denial of application.

Comments:

1. Sufficient work has been done to indicate the pegmatite is not suitable for producing large quantities of stratetic mica.

2. Reserves of strategic mica are estimated to be negligible.

Recommendation:

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

SIGNED

W. F. Dietrich

IN REPLY REFER TO:

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

February 18, 1955

Re: DMEA-3630
S. & J. Phillips
(Deake Mine)
Mitchell Co., N. C.
Mica

Memorandum

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

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

Subject: Concurrence with Field Team's recommendation for denial.

All available information indicates the mica reserves on this property have been exhausted. The field examiners report that the last mining operations were mainly for "clean up" of remaining mica reserves.

Recent trenching by the applicant did not expose any new pegmatite and there apparently is no evidence which suggests additional pegmatites would be found by DMEA exploration.

I recommend the Field Team's recommendation for denial be followed.

E. L. Newcomb

Copy to: DMEA (3)

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

Defense Minerals Administration
FEB 14 1955

February 11, 1955

Memorandum

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

From: Field Team, DMEA - Region V - Knoxville

Subject: Field Team Report on DMEA-3630, (mica) Mitchell County, N..C
Sam & John Phillips, Applicants.

Transmitted are four copies of the subject report.

The Field Team concurs with the examiners that this project should be denied.

Acting, Executive Officer
DMEA- Region V

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

ZM

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 14 1955

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD EXAMINATION REPORT
REGION V

ON

DMEA-3630, DEAKE MINE (mica)
Mitchell County, N. C.

BY

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

February 11, 1955

DEFENSE MINERALS EXPLORATION

FIELD EXAMINATION REPORT

on

DMEA-3630, DEAKE MINE (mica)

Applicants: Sam L. Phillips and John Phillips, Spruce Pine, N. C.

The U. S. G. S. manuscript report on subject mine, dated September 1944, suggests that mica reserves in the large pegmatite previously mined are nearly exhausted. No new data is available to the examiners, nor are additional pegmatites known to occur. The examiners believe that this application should be denied.

This deposit was examined on February 3, 1955. Messrs. Sam L. Phillips and Chet Thomas accompanied the examiners on the examination which required one hour.

The Deake (Dake) mine is one mile northwest of Spruce Pine, Mitchell County, North Carolina. The mine is on the south side of North Toe River.

Only limited work has been done at the deposit since the report referred to above was prepared. Two new bulldozer trenches were cut recently across the south end of the property. No new pegmatite was found.

The rather lengthy U. S. G. S. report of 1944 will not be repeated here. It is sufficient to say that the last operation was almost entirely of a "robbing" nature. Very little reserves are left. The examiners recommend that application be denied.

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

600

JAN 1 9 1955

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

Subject: Docket No. DMEA-3630 - Mica
Sam L. Phillips and
John Phillips
Dunn Mine Prospect
Mitchell County, North Carolina

Dear Mr. Laurence:

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

Copies of memoranda from the Geological Survey, dated January 13, 1955, and from the Bureau of Mines, dated January 11, 1955, are enclosed for your information.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

J. H. Hedges

Member, Bureau of Mines

E. L. Newcomb

Member, Geological Survey

Enclosures 4

JHopkins:ad 1/18/55
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

JAN 1 9 1955

Messrs. Sam L. Phillips and
John Phillips
Spruce Pine, North Carolina

Re: Docket No. DMEA-360 - Mica
Sam L. Phillips and
John Phillips
Deake Mine Prospect
Mitchell County, North Carolina

Gentlemen:

Your application for assistance in exploring the subject property has been reviewed by the Nonmetallic Minerals Division of the Defense Minerals Exploration Administration and has been referred to Mr. Robert A. Lawrence, Executive Officer, DMEA Field Team, Region V, 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

JHopkins:ad 1/18/55
Copy to: Admr. R. File
Docket
Operating Committee
Field Team, Region V
Mr. Killagnard, 5222
Mr. Dietrich, 3061
Mr. Hook

IN REPLY REFER TO:

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

January 13, 1955

Re: DMEA-3630
S. L. & J. Phillips
(Deake Mine Prospect)
Mitchell Co., N. C.
$7,000 - Mica

Memorandum

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

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

Subject: Review of application

The proposed exploration consists of a 70 foot shaft and 100 feet of drifting in an area near the Deake mine. The Deake mine has a long record of intermittent mica and feldspar production. Apparently this new prospect lies south of the old Deake workings. There are numerous old shafts on the Deake property so the location of the prospect cannot be accurately determined from the property description.

The Deake mine has been described in a U.S.G.S. Open File report prepared in 1944 by W. P. Irwin. The main pegmatite has an exposed length of 330 feet and attains a thickness of 25 feet. It strikes north and dips east at angles ranging up to 90 degrees. At the south end, the thickness of the pegmatite diminishes both along strike and down dip. Past production has been mainly in the thicker and more central parts of the dike.

In 1944, the Survey Open File report suggested trenching north and south of the Deake mine. This recommendation may be appropriate for applicant's property, but we do not know its relationship to the Deake mine.

I recommend this application be referred to the Field Team for their review and recommendations.

E. L. Newcomb

ELNewcomb:hlm
G-1/13/55

Copy to: Director's reading, 4212
Branch reading, 4212
DMEA (3)
Docket file
H. E. Dietrich, 3061 Interior

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-3630 (mica)

Applicant: Sam L. and John Phillips

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

Date Application Rec'd. by Br. of Ceram. & Fert. Mat.: Jan. 6, 1955

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.

SIGNED

W. F. Dietrich