DMEA Form 9
Rev. 6/57

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

OFFICIAL DOCKET FILE

Idm-E NO. 831

DMEA NO. 3774

Application
- [ ] Denied
- [ ] Withdrawn

Contract
- [ ] Terminated - Not Certified
- [x] Terminated - Certified
- [ ] Cancelled
- [ ] Royalty Agreement

The records contained in this file are marked (x) and arranged in this order:

Folder No. 1:

Left Side

- [ ] Royalty Audits
- [x] Certification of Discovery
- [ ] Closing Letter
- [x] Cost Audits
- [x] Termination Notice or Agreement
- [ ] Recision Notice
- [ ] Assignment of Contract
- [x] Contract Amendments
- [x] Contract with all exhibits and annexes
- [x] Owner's Consent to Lien and Subordination Agreement
- [x] Application and attachments

Right Side

- [x] Project summary (final)
- [x] Work Comoleted analysis (final)

All other material filed in chronological order including the following reports if checked:

- [x] Field Team Semi-Annual Report for Certified Project
- [x] Final Field Team Report (Tab)
- [ ] Operator's Final Report (Tab)
- [x] Interim Field Team Reports
- [x] Operator's monthly reports and all attachments
- [x] On-site Exam Report (Tab)
- [x] Settlement Sheets
- [ ] Drill Logs

Additional Folders:

Left Side

Folders No._____: Reports
- [ ] Analysis of Semi-Annual Inspection Reports
- [ ] Project Summary (Interim) by DMEA Engineers

Right Side

- [ ] Field Team Semi-Annual Report for Certified Project
- [ ] Field Team Interim Reports
- [ ] Operator's Monthly Reports with transmittal, narrative and maps.

Folders No._____: Maps (Use pocket folder or envelope)

Folders No._____: Settlement Sheets

Folders No._____: Drill Logs

Folders No._____: Royalty material

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

DOCKET COPY
Surname:
Anderson
Houk
Chambers
Johnson
Sharpe
Kilsgaard
Lamb
Selfridge

landowners...copies
to Field Team
for forwarding

Helen A. Williams
Alvira J. Painter
Lewis A. Painter, Jr.
Sally Ann Painter

Field Team, Region V
Finance Office
Mr. Kilsgaard, 5222
Mr. Lamb, 3649
Mr. Anderson
Admr. R. File
Certification File

CERTIFICATION BY THE UNITED STATES OF AMERICA OF A DISCOVERY OR DEVELOPMENT UNDER AN EXPLORATION PROJECT CONTRACT

To: John Lewis Biggerstaff

Spruce Pine, North Carolina

Pursuant to the provisions of Exploration Project Contract No. Idm-8831, dated June 28, 1955, Docket No. DMEA-3774, hereinafter called the "contract", between you and the United States of America, hereinafter called the "Government"; to establish and fix the Government's percentage royalty on production and its lien therefor and on the land described in the contract, the Government considers and therefore certifies that discovery or development from which production may be made has resulted from the exploration work.

The nature of said discovery or development is described broadly or indicated as follows:

> Bulldozing and shaft sinking to a total depth of 80 feet from the surface exposed strategic mica in a zoned pegmatite enclosed in mica schist. Sufficient data were obtained to compute indicated and inferred reserves of strategic mica.

THE UNITED STATES OF AMERICA

By C. Mitchell
Administrator, Defense Minerals
Exploration Administration

Dated OCT 24 1956

WCAnderson:ms 10/12/56
Copy to: Docket
Mr. Houk
Operating Committee
Mr. Johnson
Mr. Chambers
Mr. Fredell, EPS,GSA

DEFENSE MINERALS EXPLORATION ADMINISTRATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF REVIEW

I have reviewed the Monthly Reports of:

John Lewis Biggerstaff

Spruce Pine, North Carolina

pertaining to Exploration Project Contract No. Idm-5831, Docket No. DMEA-3774, including Amendment No. 1, and a Termination Agreement dated March 7, 1956, for the months of July 1955, to October 1955, inclusive, covering a project for the exploration of mica on property, known as the Dyess mine located in Rutherford County, North Carolina.

My review included an examination of the Monthly Reports (Forms MF-104) and supporting documents attached thereto, comparison of the costs claimed with the contract and pertinent schedules, verification of work performed by reference to the Field Team reports, and a determination of the reasonableness and propriety of the costs.

This review was made in lieu of a final audit of the Operator's accounts and records for the following reason:

all of the costs incurred were under a contract provision for payment by the Government on the basis of fixed unit costs of work actually performed.

The review disclosed the following facts in regard to the amount paid or to be paid the contractor:

Total cost as billed by Contractor		$2,286.75
Exceptions:		
By DMEA Finance Officer	$ -0-	
Herewith for Stage II costs not acceptable under Termination Agreement	113.00	113.00
Total Accepted Cost		$2,173.75

The contract calls for a 75 percent participation of exploration expenses by the United States Government. Therefore, payment to the contractor by the Government in the amount of One thousand six hundred thirty and 31/100 Dollars

$1,630.31

is considered valid and proper, provided that the Regional Executive Officer, the Administrator, or other competent official has accepted or will accept the project as having otherwise met the terms of the contract.

E. D. Talbert, Auditor

May 16, 1956

Government's Copy

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MAY 16 1956

TERMINATION AGREEMENT

It is agreed this 7th day of March, 1956, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and John Lewis Biggerstaff, hereinafter called the "Operator," parties to that certain Exploration Project Contract Idm-E831 (Docket No. DMEA-3774), dated June 28, 1955, hereinafter called the "Contract," that:

1. Effective November 1, 1955, the Contract and all obligations of the parties thereunder, except as otherwise herein expressly provided, shall be and are hereby terminated.

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

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

4. All rights of the Government provided for in the Contract with respect to a certification of discovery or development and a percentage royalty and lien for its payment are preserved.

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

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

THE UNITED STATES OF AMERICA

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

JOHN LEWIS BIGGERSTAFF

John Lewis Biggerstaff

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MAY 16 1956

May 14, 1956

Memorandum

To: Operating Committee, DMEA - Washington

From: Acting Executive Officer, DMEA - Region V - Knoxville

Subject: Termination Agreement - Idm-8831, DMEA-3774-Mica.
John Lewis Beggerstaff, Spruce Pine, N. C.
Dyous Mine, Rutherford County, N. C.

Transmitted are three signed copies of the termination agreement.

A check in the amount of $84.75 for repayment due on the October 1955 Monthly Report and Voucher has been received.

V. J. Lynch

ZM.
cc:
Lynch
Finance Office
Files

Government's Copy

EXPLORATION PROJECT CONTRACT
JOHN LEWIS BIGGERSTAFF
DOCKET NO. DMEA-3774

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OCT 26 1955

AMENDMENT NO. 1

It is agreed this 29th day of September, 1955 between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and John Lewis Biggerstaff that Contract No. Idm-E831 (Docket No. DMEA-3774), dated June 28, 1955, is amended as of June 28, 1955, as follows:

1. In Exhibit "A," under "Description of the Work":

a. Under Stage I, the last sentence is revised to read: "The finished trench shall be not less than 200 feet long, 50 feet wide, and 45 feet deep."

b. Under Stage II, item 2, delete "100 feet in depth," and substitute "75 feet in depth."

2. In "Exhibit A," under "Fixed Unit Costs":

a. Under item 1, change "50 hours" to read: "117.5 hours," and change "$925.00" to read: "(rounded to) $2,175.00."

b. Under item 3, change "100 feet" to read "75 feet," and change "$5,000.00" to read "$3,750.00."

This amendment shall not be construed to increase the estimated total cost of the project, the aggregate total amount which the Government may be required to contribute, nor the fixed unit cost of any item of work.

Executed in sextuplicate the day and year first above written.

JOHN LEWIS BIGGERSTAFF

John Lewis Biggerstaff
Operator

THE UNITED STATES OF AMERICA

By O. Mitterdorf
Administrator, Defense Minerals
Exploration Administration

C
O
P
Y

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D.C.~~
Room 13, Post Office Bldg.
Knoxville 2, Tenn.

August 17, 1955

Mr. John Lewis Biggerstaff

Spruce Pine, N. C.

Re: DMEA-3774, Dycus Mine
Rutherford County, N. C.

Dear Mr. Biggerstaff:

This letter confirms the verbal approval given to you by Mr. Teague on July 13, 1955 to construct a toolhouse, powder magazine and exploder magazine and to begin sinking a shaft.

Very truly yours,

V. J. Lynch, Acting
Executive Officer, DMEA
Field Team, Region V

Government's copy

MF-200A
(Revised June 1954)

Docket No. DMEA-3774

Commodity Mica

Contract No. Idm-E 831

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

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JUL 11 1955

It is agreed this 28th day of June, 1955, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and [2] John Lewis Biggerstaff, whose mailing address is Spruce Pine, North Carolina, hereinafter called the "Operator," as follows:

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

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

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

(b) The Operator represents and undertakes that:

(1) The Operator is the [4] lessee of [5] the mineral rights in the land, in possession and entitled to possession for all of the purposes of this contract, under and by virtue of a [6] lease, [7] recorded in Book 227, page 365, official records of said County; and

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

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

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

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

ARTICLE 3. *The exploration project.*—The project is a search for indicated or undeveloped deposits of mica. The work to be performed is described in Exhibit "A." The Operator on or before AUG 15 1955 shall commence the work, and on or before February 15, 1956 (unless the Operator's obligation to complete the work is terminated—see Article 8) shall complete the work.

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

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

ARTICLE 5. *Contribution by the Government.*—A fixed cost for each unit of work to be performed (per foot of drifting, per foot of drilling, per hour of operations, etc.) is hereby agreed upon, and is set forth in Exhibit "A" in connection with the estimated total cost of the project in the sum of $9,288.00 The Government will contribute 75 percent of the fixed unit costs as work is performed, in a total sum not in excess of $6,966.00: *Provided,* That until the Operator has rendered to the Government his final report, and any final auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of 10 percent of the estimated total cost of the work. The Government will make its contribution on the basis of the monthly vouchers referred to in Article 6(b), but all payments by the Government are provisional only, subject to audit, until the account between the Operator and the Government is finally audited and settled. To the extent that excesses over fixed unit costs or any excess over the estimated total cost may be necessary for the performance of the work, the Operator shall incur and pay such excesses for his own account without contribution by the Government. The Government may make payments directly to independent contractors and suppliers for the account of the Operator rather than to the Operator.

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

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

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JUL 11 1955

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

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

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

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

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

(b) *Royalty on production.*—The Operator, as principal if the Operator is the producer, or as surety if the Operator is not the producer, shall pay to the Government a royalty on all minerals mined or produced from the land, as follows: (1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification, or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first; or (2) if the Government makes a certification of discovery or development, within a period of ten years from the date of the contract, or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11. *Changes and added provisions.*—

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JUL 11 1955

Executed in sextuplicate the day and year first above written.

JOHN LEWIS BIGGERSTAFF
(Operator)

John Lewis Biggerstaff

THE UNITED STATES OF AMERICA

By O. Muthendorf
Administrator, Defense Minerals
Exploration Administration

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

.....

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE 16—70618-1

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EXPLORATION PROJECT CONTRACT
JOHN LEWIS BIGGERSTAFF
DOCKET NO. DMEA-3774

ANNEX I

The land referred to in Article 2 of the contract form is known as the Dycus Mine and was leased for mining purposes to John Lewis Biggerstaff by Helen A. Williams, Alvira J. Painter, Lewis A. Painter, Jr., and Mrs. Lewis A. Painter, Jr. (Sally Ann Painter), by an instrument dated January 19, 1955. The Dycus Mine is located near the west bank of Sandy Creek, 3.2 miles north-northeast of Ellenboro, Rutherford County, North Carolina, and is described as follows:

> In Colfax Township and BEGINNING at the southwest corner of the bridge over Sandy Run Creek and runs up with Sandy Run Creek north 33 west 253 feet to a poplar in the old line; thence south 73 west 527 feet to a stake; thence south 290 feet to a stake in the old line; thence south 86 east with said line 520 feet to the road; thence with the road north 13 east 200 feet; thence north 39 east 110 feet to the BEGINNING, and containing 6 acres, more or less.

EXPLORATION PROJECT CONTRACT
JOHN LEWIS BIGGERSTAFF
DOCKET NO. DMEA-3774

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JUL 11 1955

EXHIBIT "A"

Description of the Work

Exploration for concentrations of strategic mica shall be accomplished in the area indicated on the map entitled "Dycus Mine, Rutherford Co., N.C. DMEA-3774, May 3, 1955," attached hereto and made a part hereof, in two stages as follows:

The Operator shall complete Stage I, and shall perform so much of the work under Stage II as is approved in writing in advance by the Government.

Stage I

By use of a bulldozer (D-8 or equivalent), cut a trench along the western and southwestern pegmatite contact. The finished trench shall be 150 feet long, 50 feet wide, and 15 feet deep.

Stage II

1. Construct:

(a) A toolhouse, minimum dimensions 7 feet by 8 feet by 10 feet.

(b) A powder storage magazine, minimum dimensions 4 feet by 3 feet by 2½ feet.

(c) An exploder storage magazine, minimum dimensions 2 feet by 1½ feet by 1 foot.

The toolhouse may be unfloored; shall be made from rough, unfinished lumber, with protective roof covering; and shall be equipped with lock and key.

The powder and exploder magazines shall be boxed on all sides; shall be made from 2-inch hardwood or 3-inch softwood lumber; and shall be braced at the corners. No metal shall be exposed; and the lids or doors shall be securely locked with the equivalent of a 5-tumbler jarproof lock.

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2. Sink on the pegmatite a 2-compartment shaft, not more than 100 feet in depth.

3. Explore the pegmatite by driving from the shaft not more than 100 feet of drifts and/or crosscuts.

The shaft and the drifts and/or crosscuts shall be timbered as necessary, and shall have minimum cross-sectional dimensions of 5 feet by 7 feet in the clear of timber.

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

Fixed Unit Costs
(The unit costs include all costs whatsoever necessary to complete the work.)

Trenching - bulldozer 50 hours @ $18.50/hr.	$ 925.00	
Constructing -		
Toolhouse 1/	75.00	
Powder magazine 1/	25.00	
Exploder magazine 1/	13.00	
Sinking - 100 feet of shaft @ $50.00/ft.	5,000.00	
Driving - 100 feet of drifts and/or crosscuts @ $32.50/ft.	3,250.00	
Estimated Total Cost of Project		$9,288.00
Government Participation @ 75%		$6,966.00

1/ The completed work constitutes the unit.

MF-203
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator_____
Docket No. DMEA-_____
Contract No. Idm-E_____
Contract Date_____

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Rutherford, State of North Carolina, described as follows:1/

In Colfax Township and BEGINNING at the southwest corner of the bridge over Sandy Run Creek and runs up with Sandy Run Creek north 33 west 253 feet to a poplar in the old line; thence south 73 west 527 feet to a stake; thence south 290 feet to a stake in the old line; thence south 86 east with said line 520 feet to the road; thence with the road north 13 east 200 feet; thence north 39 east 110 feet to the BEGINNING, and containing 6 acres, more or less.

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of a percentage royalty on production as may be provided for by the contract;2/ and represents and undertakes that there are no claims, liens, or encumbrances upon the undersigned's right, title, or interest in the land prior to that hereby granted to the Government other than the following:3/

_____

_____

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

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

3/ Write "none" if that is the case. Do not leave lines blank.

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: _____

_____

_____

_____

_____

_____

_____

_____

Dated this 18th day of April, 1955.

Helen A. Williams [Seal]

Gloria J. Painter [Seal]

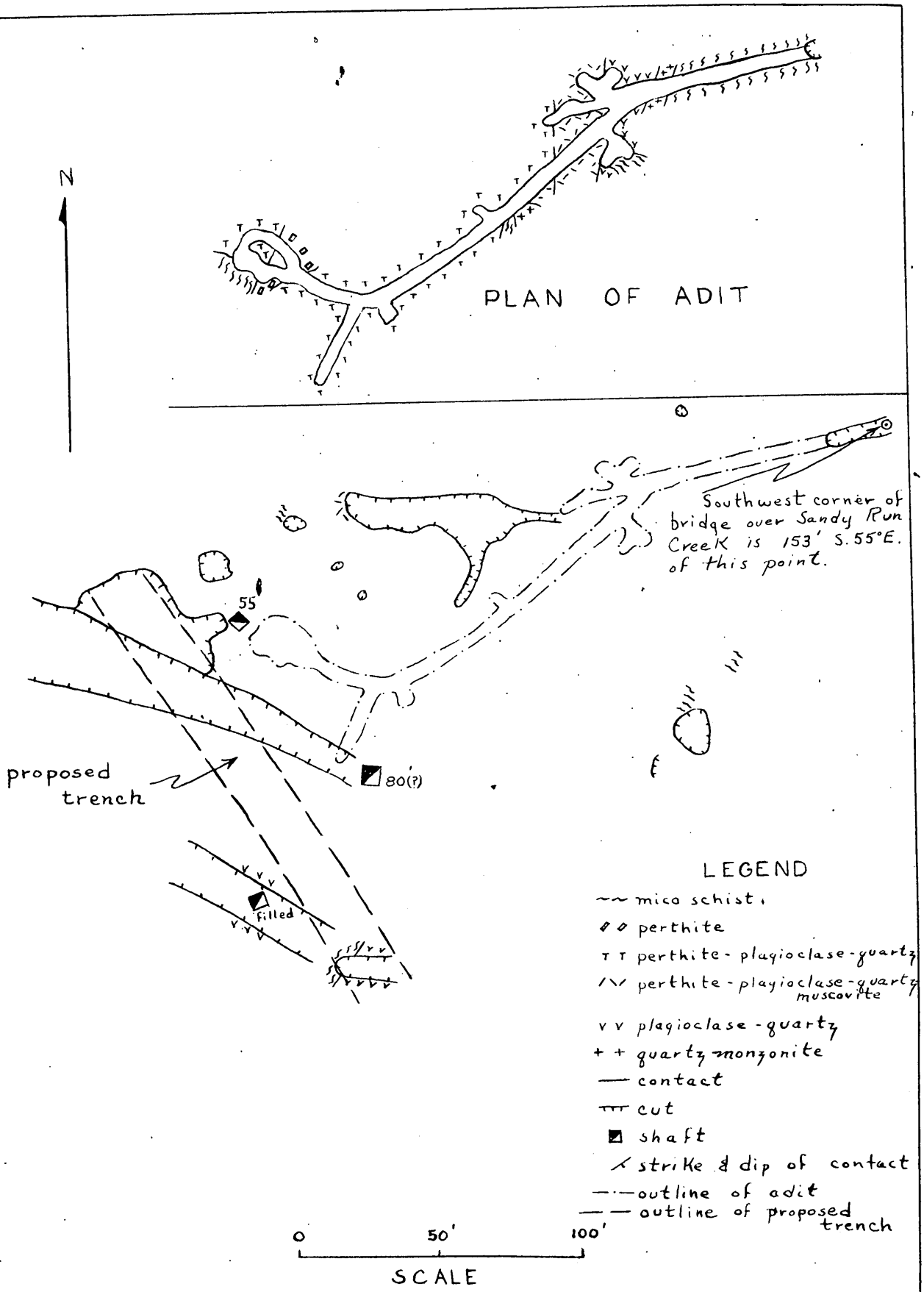
Lewis A. Painter Jr.

Sally Ann Painter [Seal]

I, _____ certify that I am the _____ _____ (Secretary, etc.) of the corporation named herein; that _____ _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____

[Corporate Seal]



In part from map by W. R. Griffitts made June, 1945

DYCUS MINE

RUTHERFORD CO., N.C.

DMEA-3774
May 3, 1955

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

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

Not to be filled in by applicant

Docket No. 3774
Metal or Mineral Mica
Date Received 4-14-55
Estimated Cost $6,960
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: Lewis Biggerstaff, Spruce Pine, N. C.

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

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

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

RECEIVED
APR 12 1955
Knoxville, Tenn.

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 In Colfax Township, Rutherford Co., NC, and BEGINNING at the southwest corner of the bridge over Sandy Run Creek and runs up Sandy Run Creek N 33 W 253 ft to a poplar in old line; then S 73 W 290 ft to stake in old line; S 86 E with old line 520 ft to road; then wit road N 13 E 200 ft; N 39 E 110 ft to Beginning and containing 6 acres.

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

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

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

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

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

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

(*d*) State the facts with respect to the accessibility of the project: Access roads, distances to shipping, supply and residence points. On Rutherfordton-Forest City Hy-2 miles south of Ellenboro, NC

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

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

16—66551-1

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 3 months from the date of an exploration project contract.

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

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. See attached sheet.

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

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

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

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

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

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

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

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

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

[X] Money [ ] Use of equipment owned by you [ ] Other

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated April 11th, 1955

John Lewis Biggenstaff
(Applicant)

By

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

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... Minerals Administration
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APR 14 1955

4(a). Approximately $1000 worth of mica has been sold from this mine within the past few weeks and my information is that between $5000 and $10,000 worth of mica was sold from the mine during World War II. Mine workings are readilly accessible for examination.

4(b) Covered in 4(a) above.

5(b). Desire to have 60 feet of shafting and 90 feet of drifting.

6- COSTS:

70 Hours of bulldozing @ $18 per hour	$1260.00
Water Pump	300.00
Hoist	450.00
Tool House	200.00
Supplies and Explosives	250.00
Labor-5 men for 90 days @ $1.25 Hourly-40 hrs. weekly	4500.00
TOTAL	$6960.00

6050
300

90
30
4700 - Drift 30 $50
3000 - Shaft
1260 - Bulldozing
6960

NORTH CAROLINA

RUTHERFORD COUNTY

MINING LEASE

THIS AGREEMENT OF LEASE made this the 19th day of January 1955 by and between HELEN A. WILLIAMS, WIDOW, of Mitchell County, North Carolina, ALVIRA J. PAINTER, WIDOW AND LEWIS A. PAINTER, JR. AND WIFE MRS. LEWIS A. PAINTER, JR. of St. Louis, Missouri, as parties of the first part, and known as lessors, and LEWIS BIGGERSTAFF of Mitchell County, 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 bargain, lease and grant to the party of the second part and his heirs and assigns, for the period of three years from the date of this agreement, the following described real property, for mining purposes, in Rutherford County, North Carolina, to wit:

> In Colfax Township and BEGINNING at the southwest corner of the bridge over Sandy Run Creek and runs up with Sandy Run Creek north 33 west 253 feet to a poplar in the old line; thence south 73 west 527 feet to a stake; thence south 290 feet to a stake in the old line; thence south 86 east with said line 520 feet to the road; thence with the road north 13 east 200 feet; thence north 39 east 110 feet to the BEGINNING, and containing 6 acres, more or less.

TO HAVE AND TO HOLD the said lands to him for mining purposes for the aforesaid period of three years in compliance with the conditions 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 may desire. The said parties of the first part further grant and convey unto the said party of the second part all rights for the use of timber on said lands and the rights of ingress and egress to said lands in as full and complete a manner as they have the power to convey the same.

LAW OFFICE
WARREN H. PRITCHARD
SPRUCE PINE, N. C.

And it is further agreed that the party of the second part shall pay to said parties of the first part as royalty One Dollar per short ton for all jig mica, fifty cents per long ton for all feldspar and 1/8th of the selling price of all flat mica taken and sold from said lands. The said amounts shall be payable on the computation of selling bills on the 10th 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.

It is agreed that the party of the second part shall have the option to renew this lease and to extend for three additional years from the date of its present termination provided he shall have fully complied with same during the first three year period and shall give notice of his desire to extend the same at least 30 days prior to the termination of the three year period.

The said party of the second part agrees that he will begin operations immediately and that during the period of this lease or the continuance or extension of this lease that work in said mines on said property shall not cease for longer than 90 consecutive days at any one time, unavoidable accidents excepted.

IN TESTIMONY WHEREOF, the said parties hereto have hereunto set their hands and seals this the day and year first above written.

Helen A. Theiques (SEAL)
Lewis A. Painter Jr (SEAL)
Gloria J. Painter (SEAL)
Mrs. Lewis A. Painter Jr (SEAL)
Parties of the First Part

John Lewis Biggerstaff (SEAL)
Party of the Second Part

LAW OFFICE
WARREN H. PRITCHARD
SPRUCE PINE, N. C.

STATE OF NORTH CAROLINA
RUTHERFORD COUNTY

The foregoing certificates, with official seals attached, of Gurnie D Brinkley a Notary Public in Mitchell County N.C. and Louis C Perrell a Notary Public in St Louis County Missouri

are adjudged to be correct and sufficient.

Therefore, let the instrument, with accompanying certificates, be recorded.

This 5 day of April, 1955.

O K Price

Assistant
~~Deputy~~ Clerk Superior Court

NORTH CAROLINA

MITCHELL COUNTY

I, Gurney D. Brinkley, Notary Public, hereby certify that Helen A. Williams, widow, and Lewis Biggerstaff 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 ~~19th~~ 5th day of ~~January~~ April 1955.

Gurney D. Brinkley
Notary Public

My commission expires: November 26, 1956

STATE OF MISSOURI

COUNTY OF St Louis

I, Louis C. Perrill Notary Public, hereby certify that Alvira J. Painter, widow, and Lewis A. Painter, Jr., and wife Mrs. Lewis A. Painter, Jr., 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 19th day of ~~January~~ February 1955.

Louis C. Perrill
Notary Public

My commission expires:
MY COMMISSION EXPIRES OCT. 19, 1957.

LAW OFFICE
WARREN H. PRITCHARD
SPRUCE PINE, N. C.

Rt 2
Spruce Pine
NC.

[illegible]
[illegible] County,
[illegible] for registration in the office of the
Register of Deeds of Mitchell County, N. C.
on 5th April 19 55 at
10:00 [illegible] A. M. and recorded in said
office in [illegible] A. M. on the 5th
day of April 55 in Book 227
at page 365 [illegible]

W D Deer
Register of Deeds

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

Project Summary Report

By: Walter C. Anderson November 21, 1956

1. Docket No. DMEA-3774-Mica
Contract No. Idm-E831
Dycus Mine
Rutherford County, North Carolina

Application - Form MF-103 (April 1952) received April 14, 1955.
Work proposed: 70 hours of bulldozing, 60 feet of shaft and 90 feet of drifts.
Amount requested: $6,960.00

Operator: John Lewis Biggerstaff
Spruce Pine, North Carolina

Operator's property rights:
Three year mining lease covering 6 acres, more or less, dated January 19, 1955.
Consent to Lien dated April 18, 1955.

2. Contract: Form MF-200A (June 1954) dated June 28, 1955.
Work authorized:

Stage I	
Trenching by bulldozer 50 hrs. @ $18.50/hr.	$925.00
Stage II	
Construction - Toolhouse, powder and exploder magazines	113.00
100 feet of shaft @ $50.00/ft.	5,000.00
100 feet of drifts and/or crosscuts @ $32.50/ft.	3,250.00
Estimated total cost of project	$9,288.00
Government participation @ 75%	$6,966.00

Amendments: No. 1, 9/29/56 - Trenching by bulldozing was changed from 50 hours to 117.5 hours and shaft sinking was reduced from 100 feet to 75 feet.

Work completed:

Stage I	
Bulldozing	$2,173.75
Total accepted cost	$2,173.75
Government participation @ 75%	$1,630.31

The project began on July 6, 1955, and was terminated effective November 1, 1955, after completion of Stage I of the contract.
Field Team Final Report received November 1, 1956.
Operator's Final Report has not been received, although it has been repeatedly requested.

3. Audit: Report of Review issued May 16, 1956.

Accepted cost	$2,173.75
Government contribution	1,630.31

4. Certification of discovery or development dated October 24, 1956.

Production and sales to October 30, 1956:

Mica	$63,311.10
3610 lbs. of beryl	1,130.80
Total	$64,441.90

Reserves of mica:

	Pounds muscovite block	Value
Inferred	140,000	$56,000
Indicated	20,000	8,000
Total	160,000	$64,000

Comments:

How conducted: The Operator without authorization continued with trenching beyond the terms of the contract. This action necessitated an amendment which increased the amount of trenching in Stage I of the contract. However, the work was highly successful in discovering new reserves of mica and the work in which the Government participated was acceptable.

Operation: The project was marked by a lack of cooperation on the part of the Operator to abide by the terms of the contract.

Engineering: Reporting by the Operator was very unsatisfactory.

Geological premise: That a shoot rich in large flat books of mica may occur in plagioclase-rich pegmatite proved correct.

Geological criteria upon which work was based:

1. Very large pegmatite, possibly up to 240 feet thick, containing at least four zones, in general concordance between quartz monzonite and schist and between quartz monzonite and pegmatite.

2. Mica - In the outer zone it is pale to dark cinnamon brown, flat, hard and almost free from ruling and cracks, and books are rather small. Mica in the inner zone is distinctly large, brown and most is not badly ruled or cracked.

3. Past production.

Criteria developed during project:

1. A large irregular east-west striking pegmatite exposed over most of the length of 200 foot long trench, maximum 40 feet thick. Below this trench small irregular shaped and random distribution of pegmatites were exposed.

2. Mica - As described under the above paragraph. Excellent production.

3. Beryl - assaying 12.53% BeO recovered in upper portion of deposit.

Future possibilities: The Government's contribution to this project has been paid in full from royalties. Operator likely will continue to produce mica in substantial quantities.

Recommendation: The Nonmetallic Minerals Division and the Commodity Members of the Geological Survey and the Bureau of Mines concur in the Field Team's recommendation to certify this project.

Walter C. Anderson

Walter C. Anderson
Nonmetallic Minerals Division

DMEA

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DMEA EXPLORATION PROJECT

Semi-Annual Report of Certified Project

DMEA-3774, Idm-E831 (mica) DICUS MINE

Reporting Period: June 20, 1957 to December 16, 1957

Operator: John Lewis Biggerstaff, Spruce Pine, North Carolina.

This property was visited December 16, 1957. No work was being done and the pit was full of water. All equipment had been removed from the premises with the exception of the powder and exploder magazines. Government royalty was paid in full July 5, 1956.

Ptoduction DMEA ore (Not previously reported)

Type	Pounds	Value
Sheet mica	1,042.94	$11,983.40*
Hand cobbed mica	2,220.00	390.39*
Punch mica	11,246.00	549.63
Scrap mica	15,745.00	236.18
Total	30,253.00	$13,159.60

Production DMEA ore (Previous)

Sheet mica	3,975.69	$55,694.59
Hand cobbed mica	93,894.00	24,664.50
Punch mica	14,781.00	1,034.74
Scrap mica	38,025.00	570.38
Total	150,675.69	$81,964.21
Beryl 12.53% BeO	3,610.00	1,130.84
Total value of production.....		$83,095.05

Production DMEA Ore to date:

Sheet mica	5,018.63	$67,677.99*
Hand cobbed	96,114.00	25,054.89*
Punch	26,027.00	1,584.37
Scrap	53,770.00	806.56
Mica Total	180,929.63	$95,123.81
Beryl- 12.53% BeO	3,610.00	1,130.84
Total value of production.....		$96,254.65

* Includes one sale on which final settlement has not been made.

Wm. A. Beck, Mining Engineer
Bureau of Mines

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ACTION ON INTERIM
OR FINAL FIELD TEAM REPORT

Date 7-8-3774

Referred to:

1. ~~Mr. Mittendorf~~
2. ~~Mr. Johnson~~
3. ~~Mr. Gunter~~
4. Docket Control Mails and Files
5. _____ Division
6. Docket Control Mails and Files

Note comments in report regarding:

1.

2. Paid in full

3.

4.

and take appropriate action.

- - - - - - - - -

Action taken by Division:

Robert E. Adams

SEMI-ANNUAL REPORT OF CERTIFIED
PROJECT

On

DMEA-3774, Idm-E831, DYCUS MINE, Mica

Operator: John Biggerstaff, Spruce Pine, North Carolina

Location: Near the west bank of Sandy Creek, 3.2 miles north-northwest of Ellenboro, Rutherford County, North Carolina.

This property was visited June 20, 1957. No work was being done and most of the equipment was removed from the premises. Mr. Frank Phillips, the last operator, told the writer that he did not intend to go back on the property. After completing retreating on the incline they did considerable bulldozing in the southeast section of the deposit but did not recover enough mica to continue operations.

When all the mica is processed and sold and final settlement is made a supplement to this report will be made giving all production todate.

OFFICIAL FILE COPY
DMEA
RECEIVED JUL 8 1957

DATE	INITIALS	CODE
7-8	C	220
9	Com	100

Wm. A. Beck, Mining Engineer

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SEMI-ANNUAL REPORT ON CERTIFIED PROJECT

Reporting Period: 7-1-56 to 1-1-57. Examined: 4-26-57

Operator: John Lewis Biggerstaff, Spruce Pine, North Carolina

Name of Mine: Dycus. County: Rutherford. State: North Carolina.

Docket No. DMEA-3774. Contract No. Idm-E831. Commodity: Mica

Date of Contract: June 28, 1955. Certification date: Oct. 24, 1956

Expiration Date of Royalty Payments: June 28, 1965

Total Amount of Contract: $9,288.00

Total Expenditures under contract: $2,173.75

Amount of Government Participation at 75% - $1,630.31

Royalty Payments this Period: $735.58

Previous Royalty Payments: $894.73

Total Royalty Paid to Date: $1,603.31

Percent Government Participation Repaid: 100% . Royalty Due: None

Royalty Remarks: Royalty paid in full July 5, 1956.

Original Estimate of DMEA Reserves (Field Team Final Report)

Inferred--	140,000 lbs. block muscovite	$56,000
Indicated--	20,000 lbs. " "	8,000
Total	160,000 lbs.	$64,000

Production DMEA ore (this period)

Type	Pounds	Amount
Sheet mica	2,764.32	$35,119.96
Hand cobbed "	2,945.00	883.50
Punch "	10,963.00	691.15
Scrap "	29,315.00	439.73
Total	45,987.32	$37,134.34

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DMEA
RECEIVED MAY 31 1957

DATE	INITIALS	CODE
5/31	C	220
6/10	COM	100

Production DMEA ore (previous)

Type	Pounds	Amount
Sheet mica	1,211.37,	$20,574.63
Hand cobbed "	90,949.00	23,781.00
Punch "	3,818.00	343.59
Scrap "	8,710.00	130.65
Total mica sales.....	104,688.37	44,829.87
Beryl, 12.53% BeO	3,610.00	1,130.84
Total value of production.....		$47,091.55

Production DMEA Ore to date:

Type	Pounds	Amount
Sheet mica	3,975.69	$55,694.59
Hand cobbed "	93,894.00	24,664.50
Punch "	14,781.00	1,034.74
Scrap "	38,025.00	570.38
Total mica sales to date...	150,675.69	$81,964.21
Beryl 12.53% BeO	3,610.00	1,130.84
Total value of production...		$83,095.05

REMARKS: This property was visited April 26, 1957 by the writer. No work was being done when visited due to breakdown of the compressor. One of the crew was on the property and told the writer they went down the incline, mentioned in the final report, for about 100 feet and drifted for about 100 feet. They are now retreating and robbing. When visited they were about 30 feet from the portal. The back was exceptionally rich in mica. They had recovered about 2 1/2 tons of the block mica during the last 4 days period.

After completion of the work on the incline they expect to do additional bulldozer work in the southeast section of the property.

W A Beck

Wm. A. Beck, Mining Engineer
U. S. Bureau of Mines

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Docket Copy
Surname:
Anderson
Houk
Talbert
Selbridge
Johnson

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

NOV 28 1956

Mr. Clarence A. Fredell
Acting Director
Technical Services Division
Defense Materials Service
General Services Administration
7th and D Streets, S. W.
Washington 25, D. C.

Re: Docket No. DMEA-3774-Mica
John Lewis Biggerstaff
Dyens Mine
Rutherford County, North Carolina
Contract No. Idm-2831

Dear Mr. Fredell:

Reference is made to my letter of October 24, 1956, enclosing one copy of a certification of discovery or development relating to the subject contract.

The following are additional details on production and reserves:

Production and sales to October 30, 1956:

Mica	$63,311.10
3610 pounds of beryl assaying 12.53% BeO	1,130.80
Total	$64,441.90

Reserves of mica:

	Pounds muscovite block	Value
Inferred	140,000	$56,000
Indicated	20,000	8,000
Total	160,000	$64,000

Sincerely yours,

C. O. Mittendorf

Administrator

WCAnderson:gad 11/21/56
Copy to: Admr. R. File
Docket
Field Team, Reg. V.
Operating Committee
Mr. Johnson
Mr. Chambers
Mr. Kiilsgaard, 5222
Mr. Lamb, 3649
Mr. Houk
Mr. Anderson
Certification File

R.C.B.

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

RECEIVED NOV 23 1956 D.M.E.A.

November 21, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: W. F. Dietrich, Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-3774 (mica)

Applicant: Lewis Biggerstaff

Name and Location of Property: Dycus Mine, Rutherford County, N. C.

Contract Number: Idm-E 831

Date of Field Team Report: 10/30/56

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 11/6/56

Field Team Recommendation: Recommend certification.

Comments:

1. A discovery of major proportions has been made as a result of DMEA bulldozing at this prospect.
2. Reserves are estimated at:
   Indicated 20,000 pounds valued at $ 8,000
   Inferred 140,000 pounds valued at $56,000
3. Expenditures -

Total approved	$9,288.00
Total cost	2,173.00
Gov't. share of the cost	1,630.31
Value of production during operation	65,441.94
Gov't. share unexpended	5,335.69
Royalty paid	1,630.31

Recommendation:

I concur with the recommendation of the field team.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

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

RECEIVED NOV 23 1956

November 19, 1956

Re: DMEA 3774, Idm-E831
John Lewis Biggerstaff
Dycus Mine
Rutherford County, N. C.
Mica, beryl

Memorandum

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

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

Subject: Review of Field Team Final Report

The contract approved the expenditure of $9,288.00 in exploration of a pegmatite on which considerable work had been done and from which $5,000 - $10,000 worth of mica had been sold. The work proposed consisted of bulldozing and shaft sinking.

The application was made by Lewis Biggerstaff. The work appears to have been done by John Lewis Biggerstaff. Presumably they are one and the same person.

The bulldozing revealed so much mica and beryl the Operator hesitated about doing the shaft sinking. Because the Operator would not cooperate, the contract was terminated, $2,173.00 having been spent. The mica and beryl sold had a value of $65,441.94 and the Government's share of expenditure was repaid as royalty. The examiners estimate the reserves to be 160,000 lbs. of mine-run mica valued at $64,000.

The examiners and Field Team recommend that a certificate of discovery be issued, although there is now no accrued royalty. I concur with the recommendation.

N. E. Nelson

N. E. Nelson

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

RECEIVED NOV 1 1956 D.M.E.A.

A

October 30, 1956

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Final Report - DMEA-3774, Idm-E831 (mica)
John Biggerstaff, Dycus Mine, Rutherford County, North Carolina

Transmitted are four copies of the subject report. We agree with the recommendation for certification.

Robert A. Laurence
Robert A. Laurence,
EXECUTIVE OFFICER
DMEA REGION V

V. J. Lynch
V. J. Lynch, Member
Bureau of Mines

z

Reviewed by
DMEA OPERATING COMMITTEE
11-5-56
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

RECEIVED
NOV 1 1956
D.M.E.A.

DEFENSE MINERALS EXPLORATION ADMINISTRATION

Final Field Team Rpt.

FINAL REPORT

DMEA FIELD TEAM, REGION V

DMEA-3774, Idm-E831, DYCUS MINE - Mica
Rutherford County, N. C.

By

S. C. Bergman and A. R. Taylor, Geologists
U. S. Geological Survey

and

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

Released by
DMEA OPERATING CONTRACTOR
11-5-56
(Date)

October 29, 1956

EXPLORATION PROJECT

FINAL REPORT

On

DMEA-3774, Idm-E831, DYCUS MINE - Mica

NOV 1 1956 D.M.E.A.

Operator: Lewis Biggerstaff, Spruce Pine, North Carolina

Location: Adjacent to the west bank of Sandy Creek, 2.9 airline miles N 19° E of the center of Ellenboro, Rutherford County, North Carolina. (Charlotte, NC-SC. AMS series V 501, N17-2 ; 12/54, 1:250,000).

Summary

A large mica-bearing pegmatite was exposed by Stage I trenching with a substantial production of sheet muscovite and s some beryl. Stage II shaft was started but abandoned in favor of open cut mining. The contract was terminated as of the end of Stage I and certification is recommended. Subsequent trenching has resulted in an excellent recovery of mica and the Government's share of the contract has been entirely repaid out of royalties. To date, no final report has been received from the Operator.

Introduction

Bulldozer trenching was started under contract about July 6, 1955. The work was superimposed on an area of old trenches, adits, and shafts in a complex of concordant to discordant pegmatite masses approximating quartz monzonite to quartz diorite in composition. An east-west trending cut 200 feet long, 50 feet wide and a maximum of 25 feet deep was excavated under Stage I. A large irregular east-west striking pegmatite was exposed over most of the length of the trench. The pegmatite was a maximum of 40-feet thick and dipped steeply to the south.

The Operator was instructed at that time to start Stage II shaft. The following inspection found the cut deepened to a maximum of 50 feet near the west end. The Operator was again requested to begin sinking shaft and a recommendation made to convert 25 feet of shaft to bulldozer work at the allowable unit cost per foot of shaft. The cut was lowered an additional five feet in the next interim period and shaft sinking began on or about August 25, 1955. Up to this time an estimated 10 tons of block muscovite and considerable beryl had been recovered from the bulldozing, with an indicated value of about $800/ton plus about 4 tons of scrap mica at approximately $30/ton. Twenty-seven feet of vertical shaft was sunk along the south contact of the

pegmatite about 40 feet east of the west end of the cut. At least the upper 15 feet of the shaft was timbered. Water standing in the shaft prevented the Examiners from inspecting the bottom at each inspection.

In early November 1955, the Operator began unauthorized stripping in close proximity to the shaft. The west end of the cut was lowered 10 to 15 feet below the collar of the shaft, placing the shaft in a very precarious position on a narrow ledge immediately below the vertical south wall of the cut. As of November 1, 1955 the Operator sold his interest in the project to Mr. Frank Phillips in direct violation of Article 1 and 2 d of the contract. Since the Operator had breached the contract in favor of open cut mining, termination and certification were recommended. Termination was granted as of November 1, 1955, with the conditions that no shaft footage be paid and the Government's share in toolhouse and magazines be repaid. The requested $84.75 was repaid after many notices. No Operator's final report has been received although it has been repeatedly requested.

Subsequent bulldozer trenching by the Operator opened a pit about 300 feet long by 150 feet wide by a maximum of 60 feet deep in badly weathered material. The contract shaft has now been covered and the original pit largely backfilled. It is estimated that approximately 75,000 cubic yards of material has been excavated to date. An extensive area between the creek and the highway has been completely filled and leveled. A 20° incline has been driven to the southwest from the foot of the almost vertical 60-foot south wall of the new cut on pegmatite exposed at that location. The cut wall above that location is almost barren of pegmatite. Considerable muscovite has been recovered from the incline, but practically no beryl, which seems to have been more or less confined to pegmatite exposed in the contract trench. Only ~~fa~~ the fair density of small irregular mica-rich pegmatite bodies have made the particular mode of operations so successful. The small irregular shape, and random distribution of pegmatites subsequently exposed would have made exploration by standard underground methods inpractical or impossible.

Certification is strongly recommended in spite of the anomalous condition of the Government having been repaid in full before the final report. A discovery of major proportions has been made as a result of DMEA bulldozing.

Geology

No complete mapping of the geology has been possible because of the necessarily small amount of time given to each

interim inspection. A sketch of the pit outline is included with the report. Little can be added to the description given in Part 5 "Shelby-Hickory District, North Carolina, Mica Deposits of the Southeastern Piedmont, Prof. Paper 248-D, pp 278-279, 1953." The only differences noted were that most all pegmatite material exposed by the recent trenching had a general east-west trend rather than the slightly east of north orientations. The granitic mass noted in the report was not observed in the contract trenching. The general geologic setting is quoted as follows:

"The country rock is mica schist with minor interlayered hornblende gneiss and quartz-mica-sillimanite schist. The foliation strikes slightly east of north and dips moderately to steeply east. A mass of granitic intrusive rock is exposed inthe tunnel 48 ft west of the adit portal where it strikes N 20° to 30° E and dips 80° ESE. A 5 to 7 ft layer of medium-grained quartz monzonite that lies west of the contact consists of microline, plagiocalse, muscovite, biotite, and quartz. Along the contact with the schist is a fairly continuous 1 to 2 inch layer of feldspar and quartz, and between it and the main quartz monzonite mass is a fringe of biotite books 1/4 to 1 inch across. The feldspar-quartz rock also forms a tongue that extends eastward into the schist."

"Irregular layers and pods of coarse-grained quartz-feldspar-muscovite pegmatite are enclosed in the quartz monzonite. The irregular contact between the quartz monzonite and the main pegmatite mass trends north-northeast, and its general position is shown on the attached map."

The main pegmatite body is very large. Its total thickness is not known, but if it is a symmetrically zoned dike it must measure about 240 feet from wall to wall. It appears to contain at least four zones that are complicated by many large septa and inclusions of schist. The outer zone exposed in the adit is about 10 ft. thick and consists chiefly of plagioclase and quartz. West of it is a 15 to 20 ft zone of plagioclase-perthite-quartz-muscovite pegmatite. Flat books of mica occur with both the potash feldspar and the plagioclase, and some are associated with masses of white quartz a foot or less in length. Most of the books are less than 2 inches across, and some are intergrown with biotite.

West of the mica-bearing pegmatite is an 80 to 90 ft zone of medium-grained plagioclase-perthite-quartz pegmatite that contains minor amounts of muscovite in small books. Slabby inclusions of schist and quartz monzonite as much as 10 ft long are abundant. Still further west is a zone of blocky perthite and massive quartz. Some of the perthite crystals are 5 ft in diameter. Most of the quartz bodies are surrounded by 1 to 1 1/2 inch layers of

plagioclase, and brown books of flat-A mica are locally abundant. Some of these are as much as 8 inches in diameter. If explsures were more complete, it might be possible to subdivide this inner zone into a discontinuous quartz core and an intermediate zone rich in very coarse, blocky perthite. Medium-grained plagioclase-perthite-quartz pegmatite is exposed in the inner 13 feet of the adit.

"The general concordance of the contacts, between quartz monzonite and ~~pegmatite~~ schist and between quartz monzonite and pegmatite, the detailed irregularity of the contact between quartz, monzonite and pegmatite, and the close association and mineralogic similarity of igneous rocks are genetic associates. The granite may have been only partly crystallized when the pegmatite was emplaced.

"The mica that occurs in the outer zone is pale to dark cinnamon brown, flat, hard, and almost free from ruling and cracks, but the books exposed in the adit are rather small. The mica in the inner zone is distinctly larger and is marked by "A" structure. Many of the books would yield trimmed sheets 2 by 2 in. or larger. They are brown locally with grating like patterns of yellowish-olive andbrown bands, and most are not badly ruled or cracked.

" Most of the mining from the old shafts apparently was done in the blocky perthite zone. It is possible that a shoot rich in large, flat books of mica may occur in plagioclase-rich pegmatite near either the east or west wall of the deposit. The mica bearing zone near the east wall could be explored from the adit without much difficulty." This has been done recently without success.

"Linsely Pendley and other worked the deposit intermittently for many years by means of shafts, and in the spring of 1943 Frank Watson and Williams drove a 230-ft adit westward into the hillside. It was abondoned when the bottom of an old muck-filled opening was encountered. Buring the fall of 1943 and the spring of 1944, M. W. Thomas, of Spruce Pine, sank a 60-foot shaft, drove a 63-foot crosscut ~~northward from~~ northwestward from it, and then deepened the shaft to 80 feet. He said to have abandoned work because of a strong flow of ground water."

Conclusion and Reserves

The contract, although highly successful in discovering new reserves of strategic muscovite, was marked by a lack of cooperation on the part of the Operator to abide by the terms of the contract.

Reserves, in an amount equal to the present production are inferred in a block of ground contained within the southern most pit outline (300' x 150' by average 35' deep) = 58,333 cubic yards with an estimated 140,000 pounds of block muscovite valued at $56,000. This reserve may or may not be amenable to underground methods since a large part is contained in small isolated increments of pegmatite of uncertain position. A reserve is indicated in the

original contract pit in a block contained within the limits of the single large pegmatite exposed (200 x 20 x 50 feet deep) = 7,407 cubic yards with an estimated 20,000 pounds of block musocivte valued at $8,000. Total indicated and inferred reserves are estimated to be 160,000 pounds of mine-run block valued at $64,000. Access to the indicated reserves has been made difficult by extensive backfilling of the contract pit.

Total sales to date amount to $63,311.10 worth of mica final payment not received on two lots. 3610 pounds of beryl assaying 12.53% BeO was sold with a value of $1130.80.

Expenditures

(a)	Total approved	$9,288.00
(b)	Total cost of project	2,173.00
(c)	Government's share of cost	1,630.31
(d)	Government's share unexpended	5,335.69
(e)	Value of production	63,441.90
(f)	Royalty paid to date	41,630.31

October 28, 1956

S. C. Bergman, Geologist
Geological Survey

A. R. Taylor, Geologist
Geological Survey

L. E. Shirley, Mining Engineer
Bureau of Mines

Z

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

DOCKET COPY
Surname:
Anderson
Houk
Chamber
Britt
Lawyer
Kilgaard
Lamb
Selfridge

Mr. John Lewis Biggerstaff

Spruce Pine, North Carolina

Re: Docket No. DMEA-3774-mica
John Lewis Biggerstaff
Dyess Mine
Rutherford County, North Carolina
Contract No. Idm-E831

Dear Mr. Biggerstaff:

Enclosed is a certification of discovery or development under Contract No. Idm-E831 on the Dyess Mine, Rutherford County, North Carolina.

Under the contract cited above, the Government allotted a total of $9,288.00 for exploration of mica and agreed to share 75 percent of the cost as approved and accepted by this Administration. The Contract Administration and Audit Division of this Administration in its final audit report of May 16, 1956, determined the total allowable cost of the project to be $2,173.75, and the Government's share at 75 percent participation to be $1,630.31.

Since the exploration work resulted in a discovery, you were to pay the Government a royalty at a rate stipulated in the contract for a period of ten years or until the amount advanced by the Government was liquidated, whichever occurred first. You started to pay royalty in November, 1955, and have paid royalty until July, 1956, at which time you liquidated the amount advanced by the Government.

I wish to congratulate and thank you for the payment of your account under the contract.

Sincerely yours,

C. O. Mittendorf

Administrator

Enclosure

WCAndersonjms 10/19/56
Copy to: Docket
Operating Committee
Mr. Johnson
Mr. Chambers
Field Team, Region V

Mrs. Helen A. Williams
Mrs. Alvira J. Painter
Sally Ann Painter
Mr. Lewis A. Painter, Jr.
Landowners... copies to Field Team for forwarding

Mr. Kilgaard, 5222
Mr. Lamb, 3649
Mr. Houk
Mr. Anderson
Admr. R. File
Certification File

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

DOCKET COPY
Surname:
Anderson
Houk
Chambers
Kilgegaard
Lamb
Selfridge

Mr. Clarence A. Fredell, Acting Director
Technical Services Division
Defense Materials Service
General Services Administration
7th and D Streets, S. W.
Washington, 25, D. C.

Re: Docket No. DMEA-3774-mica
John Louis Biggerstaff
Byens Mine
Rutherford County, North Carolina
Contract No. Idm-2831

Dear Mr. Fredell:

I am enclosing one copy of a certification of discovery or development relating to the subject contract.

The exploration contract was signed on June 28, 1955, with the Government participating to the extent of 75 percent of $9,288.00 or $6,966.00. The project was started on July 6, 1955, and terminated on November 1, 1955, after the expenditure of $2,173.75, which is the total net accepted cost according to the Audit Review. The Government paid 75 percent of the total accepted cost or $1,630.31.

The work performed on this project consisted of bulldozing and shaft sinking to a total depth of 80 feet. The project work in the pegmatite resulted in production of strategic mica. Additional details on production and reserves will be forwarded at a later date.

In accordance with the Field Team recommendation, the DMEA has certified that a discovery or development has resulted from the work under this contract.

Sincerely yours,

C. O. Mittendorf (for)

Administrator

Enclosure

Mr. Kilgegaard, 5222
Mr. Lamb, 3649
Mr. Houk
Mr. Anderson
Admr. R. File
Certification File

WCAnderson:ms 10/17/56
Copy to: Docket
Operating Committee
Mr. Johnson
Mr. Chambers
Field Team, Region V

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

RECEIVED
OCT - 4 1956

October 3, 1956

Memorandum

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

From: Executive Officer, DMEA Field Team, Region V

Subject: DMEA-3774, Idm-E831 (Mica)
John Lewis Biggerstaff
Dycus Mine, Rutherford County, North Carolina

Reference is made to your letter of October 1.

The Field Team report is complete, except for production records. We have been unable to get a final report from the Operator, who is no longer interested as he has sold his lease to Mr. Frank W. Phillips.

Mr. Bergman is checking records at the Spruce Pine buying depot this week, and we will forward the report as soon as his data can be incorporated in it.

Robert A. Laurence
Robert A. Laurence

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

DOCKET COPY
Surname:
Anderson
Hopp
Selfridge
Mathenday

OCT - 1 1956

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

Re: Docket No. DMEA-3774-mica
John Lewis Biggerstaff
Byens Mine
Rutherford County, North Carolina
Contract No. Idm-2831

Dear Mr. Laurence:

Reference is made to the subject completed project which is to be certified.

You indicated in your memorandum of July 6, 1956, that the Field Team final report has been delayed in order to incorporate the production and recovery data obtainable only from the operator. Since this project has been completely repaid, we would like to proceed with the certification. We will appreciate receiving this final report as soon as convenient, without waiting for the operator's final report.

Sincerely yours,

Approved:

Frank D. Lamb
Member, Bureau of Mines

Thor H. Kiilsgaard
Member, Geological Survey

George C. Selfridge
Chairman, Operating Committee

WCAnderson:ms 9/28/56
Copy to: docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Admr. R. File

R.C.S.

July 10, 1956

Memorandum

To: Helen Miller, Administrative Assistant - Region V - Norris

From: Executive Officer, DMEA - Region V - Knoxville, Tenn.

Subject: Royalty Payment - DMEA-3774, Idm-E831 (mica)
John Lewis Biggerstaff, Spruce Pine, N. C.
Dycus Mine

Transmitted are bills-of-sale in the amount of $20,276.75 and a check for 5% royalty in the amount of $735.58 which is the balance due the Government on the Exploration Loan on the subject Mine.

Robert A. Laurence

ZM.
cc:
Lynch
Mittendorf
Shirley
Files

JUL 13 1956

Copy

GENERAL SERVICES ADMINISTRATION
MICA PURCHASING DEPOT, SPRUCE PINE, N. C.

DATE: 12-19-55

Acceptance No. BR4-Mass. 600/ton #

Certificate of Authorization No. 190.B

LOT No. 253

RUBY [X] NON-RUBY [ ]	TOTAL LBS.	Lbs of G.S. & Better	Lbs. Stained Mica	TOTAL VALUE
TOTAL PAYMENT				
~~LESS~~ INITIAL PAYMENT	3355.00	23.00	45.00	851.88
AMT DUE Gov [ ] SELLER [ ]				

DMEA- 3774 IDm-E 831

Seller: Frank W. Phillips

MINE; Dycus

Address Spruce Pine, N. C

Rutherford County, N. C

¤
¤

851.88
766.69
799.98
518.52
972.50
1,117.23
444.42
1,239.72
313.32-
955.78
11.51-
450.03-
1,166.95
3,653.06
166.04
372.51
740.76
200.02
1,145.07
696.49
1,481.46
1,126.83
637.59
1,037.30
960.81
20,276.75
20,276.75¤

10 138 375

Copy

GENERAL SERVICES ADMINISTRATION
MICA PURCHASING DEPOT, SPRUCE PINE, N. C.

DATE: 12-19-55

Acceptance No. BR4 - Maxi $540/ton

Certificate of Authorization No. 190 B

LOT No. 148

RUBY [ ] NON-RUBY [X]	TOTAL LBS.	Lbs of G.S. & Better	Lbs. Stained Mica	TOTAL VALUE
TOTAL PAYMENT				
~~LESS~~ INITIAL PAYMENT	6640.00	23.00	110.00	766.69
AMT DUE Gov [ ] SELLER [✓]				

DMEA- 3774 IDm-E 831

Seller: Frank W. Phillips

MINE; Dyers

Address Spruce Pine, N. C.

copy

GENERAL SERVICES ADMINISTRATION
MICA PURCHASING DEPOT, SPRUCE PINE, N. C.

DATE- 12-27-55

Acceptance No. Maxi-#600 \ ton

Certificate Authorization No. 190-B

LOT No.

RUBY [X] NON-RUBY [ ]

	TOTAL LBS.	Lbs. of G.S. & Better	Lbs. Stained Mica	TOTAL VALUE
TOTAL PAYMENT				
~~LESS~~ INITIAL PAYMENT	8770.00	21.60	230.00	799.98
AMT. DUE GOV. [ ] SELLER: [ ]				

DMEA- 3774 Idm-E 831

Seller: Frank N. Phillips

MINE. Hynes

Address Spruce Pine, N. C

Copy

GENERAL SERVICES ADMINISTRATION
MICA PURCHASING DEPOT, SPRUCE PINE, N. C.

DATE- 3-5-56

Acceptance No.
Maxi. $600/ton

Certificate Authorization No. 190 B

LOT No.

RUBY [X] NON-RUBY [ ]	TOTAL LBS.	Lbs. of G.S. & Better	Lbs. Stained Mica	TOTAL VALUE
TOTAL PAYMENT				
~~[illegible]~~ INITIAL PAYMENT	5200.00	14.00	80.00	518.52
AMT. DUE GOV. [ ] SELLER: [ ]				

DMEA- 3774- Idm-E 831

Seller: Frank W. Phillips
Spruce Pine

MINE. Dyers

Address
Rutherford County, N.C

copy

GENERAL SERVICES ADMINISTRATION, REGION IV
MICA PURCHASE DEPOT, Spruce Pine, N. C.

Authorization No. 373 A Acceptance No. 1005 Date: 4-2-56

Seller: Frank W. Phillips - Spruce Pine, N.C

Mine: Dyers DMEA No. 3774-FdmE-831
Rutherford County, N.C.

Quality of Mica	HALF TRIM			FULL TRIM		
	Pounds	Price/Lb.	Amount	Pounds	Price/Lb.	Amount
Good Stained & Better Grades No. 3 & larger				.25	$70.00	17.50
No. 4 and 5				8.55	$40.00	342.00
No. 5½ and 6				35.67	$15.00	535.05
Stained No. 3 and larger		$12.00			$18.00	
No. 4 and 5		$ 5.00		2.70	$ 8.00	21.60
No. 5½ and 6		$ 3.00		11.27	$ 5.00	56.35
Heavy Stained No. 3 & larger		$ 8.00			$13.00	
No. 4 and 5		$ 4.00			$ 6.00	
No. 5½ and 6		$ 2.00			$ 3.00	
LOT TOTALS		//////		58.44	//////	
TOTAL		/////			/////	972.50

RECEIVED
JUL 13 1956

copy

GENERAL SERVICES ADMINISTRATION, REGION IV
MICA PURCHASE DEPOT, Spruce Pine, N. C.

Authorization No. 373 A- Acceptance No. 1023 Date: 4-9-56

Seller: Frank W. Phillips

Mine: Dryers DMEA No. 3774, Idw E- 831

Rutherford County, N.C

Quality of Mica	HALF TRIM			FULL TRIM		
	Pounds	Price/Lb.	Amount	Pounds	Price/Lb.	Amount
Good Stained & Better Grades No. 3 & larger				.81	$70.00	56.70
No. 4 and 5				11.84	$40.00	473.60
No. 5½ and 6				30.15	$15.00	452.25
Stained No. 3 and larger		$12.00		.50	$18.00	9.00
No. 4 and 5		$ 5.00		4.16	$ 8.00	33.28
No. 5½ and 6		$ 3.00		18.48	$ 5.00	92.40
Heavy Stained No. 3 & larger		$ 8.00			$13.00	
No. 4 and 5		$ 4.00			$ 6.00	
No. 5½ and 6		$ 2.00			$ 3.00	
LOT TOTALS		//////		65.94	//////	
TOTAL		/////			/////	1117.23

Copy

GENERAL SERVICES ADMINISTRATION
MICA PURCHASING DEPOT, SPRUCE PINE, N. C.

DATE: 4-12-56

Acceptance No. BR4

Maxi - $600/ton

Certificate of Authorization No.

LOT No.

RUBY [X] NON-RUBY [ ]	TOTAL LBS.	Lbs of G.S. & Better	Lbs. Stained Mica	TOTAL VALUE
TOTAL PAYMENT				
~~LESS~~ INITIAL PAYMENT	599000	12.00	130.00	44442
AMT DUE Gov [ ] SELLER [ ]				

DMEA-3774 IDm-E 831

Seller: Frank W. Phillips

MINE; Dyers

Address Spruce Pine, N.C.

copy

GENERAL SERVICES ADMINISTRATION, REGION IV
MICA PURCHASE DEPOT, Spruce Pine, N. C.

Authorization No. 373 A- Acceptance No. 1052 Date: 4-17-56

Seller: Frank Phillips - Spruce Pine, N.C

Mine: Dycus DMEA No. 3774- Dun E-831

Quality of Mica	HALF TRIM			FULL TRIM		
	Pounds	Price/Lb.	Amount	Pounds	Price/Lb.	Amount
Good Stained & Better Grades No. 3 & larger				1.25	$70.00	87.50
No. 4 and 5				11.22	$40.00	448.80
No. 5½ and 6				38.24	$15.00	573.60
Stained No. 3 and larger		$12.00		1.06	$18.00	19.08
No. 4 and 5		$ 5.00		1.53	$ 8.00	12.24
No. 5½ and 6		$ 3.00		19.70	$ 5.00	98.50
Heavy Stained No. 3 & larger		$ 8.00			$13.00	
No. 4 and 5		$ 4.00			$ 6.00	
No. 5½ and 6		$ 2.00			$ 3.00	
LOT TOTALS		//////		73.00	//////	
TOTAL		/////			/////	1239.72

Copy

GENERAL SERVICES ADMINISTRATION
MICA PURCHASING DEPOT, SPRUCE PINE, N. C.

DATE- 4-18-56

Acceptance No.
254 - (a) Maji. 600 Ton

Certificate Authorization No. 190 B

LOT No.

RUBY [X] NON-RUBY [ ]	TOTAL LBS.	Lbs. of G.S. & Better	Lbs. Stained Mica	TOTAL VALUE
TOTAL PAYMENT	8770.60	13.30	21.94	502.68 16.02
LESS INITIAL PAYMENT	Less refining + trimming	21.60	230.00	799.98
AMT. DUE GOV. [X] SELLER: [ ]				313.32

DMEA- 3774 Idm-E 831

Seller: Frank Phillips

MINE. Dyers

Address Spruce Pine, N.C

Rutherford County, N.C

Copy

GENERAL SERVICES ADMINISTRATION, REGION IV
MICA PURCHASE DEPOT, Spruce Pine, N. C.

Authorization No. 373 A Acceptance No. 958 Date: 3-19-56

Seller: Frank W. Phillips - Spruce Pine, N.C

Mine: Dyers DMEA No. 3774 - Idm E-831

Rutherford County, N.C

Quality of Mica	HALF TRIM			FULL TRIM		
	Pounds	Price/Lb.	Amount	Pounds	Price/Lb.	Amount
Good Stained & Better Grades No. 3 & larger					$70.00	
No. 4 and 5				8.37	$40.00	334.80
No. 5½ and 6				33.40	$15.00	501.00
Stained No. 3 and larger		$12.00			$18.00	
No. 4 and 5		$ 5.00		3.26	$ 8.00	26.08
No. 5½ and 6		$ 3.00		18.78	$ 5.00	93.90
Heavy Stained No. 3 & larger		$ 8.00			$13.00	
No. 4 and 5		$ 4.00			$ 6.00	
No. 5½ and 6		$ 2.00			$ 3.00	
LOT TOTALS		//////		63.81	//////	
TOTAL		/////			/////	955.78

GENERAL SERVICES ADMINISTRATION
MICA PURCHASING DEPOT, SPRUCE PINE, N. C.

DATE: 4-18-56

Acceptance No. BR4-253(a) $600 max

Certificate of Authorization No. 190-B

LOT No.

RUBY [X] NON-RUBY [ ]	TOTAL LBS.	Lbs of G.S. & Better	Lbs. Stained Mica	TOTAL VALUE
TOTAL PAYMENT	3356.00	22.69	24.68	840.37
LESS INITIAL PAYMENT		23.00	45.00	851 88
AMT DUE Gov [ ] SELLER [ ]				11.51

DMEA- 3774 IDm-E 831

Seller: Frank W. Phillips

MINE; Dyers

Address Spruce Pine, NC

Copy

GENERAL SERVICES ADMINISTRATION
MICA PURCHASING DEPOT, SPRUCE PINE, N. C.

DATE: 4-26-56

Acceptance No. BR4-148(a) $540/Ton

Certificate of Authorization No. 190B

LOT No. 148(a)

RUBY [ ] NON-RUBY [X]	TOTAL LBS.	Lbs of G.S. & Better	Lbs. Stained Mica	TOTAL VALUE
TOTAL PAYMENT	6640.00	9.00	10.06	316.66
LESS INITIAL PAYMENT		23.00	110.00	766.69
AMT DUE Gov [X] SELLER [ ]				450.03

DMEA- 3774 IDm-E 831

Seller: Frank W. Phillips

MINE; Dyens

Address Spruce Pine, N. C

copy

GENERAL SERVICES ADMINISTRATION, REGION IV
MICA PURCHASE DEPOT, Spruce Pine, N. C.

Authorization No. 373 A Acceptance No. ~~1605~~ 983 Date: 3-26-56

Seller: Frank W. Phillips - Spruce Pine, N.C

Mine: Dycus DMEA No. 3774 - DdwE - 831

Rutherford County, N.C.

Quality of Mica	HALF TRIM			FULL TRIM		
	Pounds	Price/Lb.	Amount	Pounds	Price/Lb.	Amount
Good Stained & Better Grades No. 3 & larger				.50	$70.00	35.00
No. 4 and 5				13.44	$40.00	537.60
No. 5½ and 6				33.38	$15.00	500.70
Stained No. 3 and larger		$12.00		.09	$18.00	1.62
No. 4 and 5		$ 5.00		2.56	$ 8.00	20.48
No. 5½ and 6		$ 3.00		14.31	$ 5.00	71.55
Heavy Stained No. 3 & larger		$ 8.00			$13.00	
No. 4 and 5		$ 4.00			$ 6.00	
No. 5½ and 6		$ 2.00			$ 3.00	
LOT TOTALS		//////		64.28	//////	
TOTAL		/////			/////	1166.95

copy

GENERAL SERVICES ADMINISTRATION, REGION IV
MICA PURCHASE DEPOT, Spruce Pine, N. C.

Preliminary Payment

Authorization No. 373 A Acceptance No. 1119 Date: 5-16-56

Seller: Frank W. Phillips

Mine: Dyers DMEA No. 3774-Idw E 831
Rutherford County, N.C

Quality of Mica	HALF TRIM			FULL TRIM		
	Pounds	Price/Lb.	Amount	Pounds	Price/Lb.	Amount
Good Stained & Better Grades No. 3 & larger					$70.00	
No. 4 and 5					$40.00	
No. 5½ and 6					$15.00	
Stained No. 3 and larger		$12.00			$18.00	
No. 4 and 5		$ 5.00			$ 8.00	
No. 5½ and 6		$ 3.00			$ 5.00	
Heavy Stained No. 3 & larger		$ 8.00			$13.00	
No. 4 and 5		$ 4.00			$ 6.00	
No. 5½ and 6		$ 2.00			$ 3.00	
LOT TOTALS		//////		277.56	//////	
TOTAL		/////			/////	3653.06

copy

GENERAL SERVICES ADMINISTRATION
FINAL SETTLEMENT
Mica Purchasing Depot, Spruce Pine, N. C.

Date Purchased 5-29-56

Acceptance No. AR-4 1169 (a)

Certificate Authorization No. 373A LOT No. SP- 1169(a)

VOUCHER No.

	TOTAL Wt. Lb	Lbs-G.S	Lbs-Stained	Lbs-Hy-Stained	Total Value
Processed for Payment	25.68	10.58	12.60	2.50	538.55
No Processed Pay't					
THINS					
BLACK Dots Spots Stains					
Undersized					
Process- Gain ~~Loss~~	.07				
Total Lbs Purchased	25.75				

Less: Initial Payment - Voucher No. 9	Sch. No. 395	372.51
Balance Due Government	Seller X	166.04

Seller's Name: Frank Phillips

Address:

NAME OF MINE: Dyers

DMEA No. 3774 Idm-E 831

Approved

Date:

Copy

GENERAL SERVICES ADMINISTRATION WARRANTY, ACCEPTANCE AND INVOICE MICA PURCHASING DEPOT, SPRUCE PINE, N. C.		DATE PURCHASED 5-29-56 ACCEPTANCE No. AR-4
CERTIFICATE AUTHORIZATION No.	LOT No. ——	VOUCHER No.
RUBY NON-RUBY	TOTAL LBS. PURHCASED	VALUE - INITIAL PAYMENT
PRELIMINARY PAYMENT	25,75	372.51
GENERAL SERVICES ADMINISTRATION		
By:	NAME OF MINE: Dyers Rutherford COUNTY - STATE N.C	
	DMEA No. 3774 Idm-E 831	
	Seller: Frank Phillips	
	Address:	
	Title:	

Copy

GENERAL SERVICES ADMINISTRATION
MICA PURCHASING DEPOT, SPRUCE PINE, N. C.

DATE: 5-31-56

Acceptance No.

Certificate of Authorization No.

LOT No.

RUBY [X] NON-RUBY [ ]	TOTAL LBS.	Lbs of G.S. & Better	Lbs. Stained Mica	TOTAL VALUE
TOTAL PAYMENT				
~~LESS~~ INITIAL PAYMENT	6405.00	20.00	120.00	740.76
AMT DUE Gov [ ] SELLER [ ]				

DMEA-3774 IDM-E 831

Seller: Frank W. Phillips

MINE; Dryans

Address

copy

GENERAL SERVICES ADMINISTRATION
MICA PURCHASING DEPOT, SPRUCE PINE, N. C.

DATE: 5-31-56

Acceptance No.

Certificate of Authorization No. 190-B

LOT No.

RUBY [ ] NON-RUBY [X]	TOTAL LBS.	Lbs of G.S. & Better	Lbs. Stained Mica	TOTAL VALUE
TOTAL PAYMENT				
~~LBS~~ INITIAL PAYMENT	2560.00	6.00	45.00	200.02
AMT DUE Gov [ ] SELLER [ ]				

DMEA- 3774 IDm-E 831

Seller: Frank Phillips
Spruce Pine, N. C

MINE; Dyeus

Address

copy

GENERAL SERVICES ADMINISTRATION WARRANTY, ACCEPTANCE AND INVOICE MICA PURCHASING DEPOT, SPRUCE PINE, N. C.		DATE PURCHASED: 6-5-56 ACCEPTANCE No. AR-4
CERTIFICATE AUTHORIZATION No. 373 A	LOT No. AR - - - -	VOUCHER No.
RUBY X NON-RUBY	TOTAL LBS. PURHCASED	VALUE - INITIAL PAYMENT
PRELIMINARY PAYMENT	106.08	1145.07
GENERAL SERVICES ADMINISTRATION		
By:	NAME OF MINE: Dyens COUNTY - STATE N.C	
	DMEA No. 3774 Idm-E 831	
	Seller: Frank Phillips	
	Address: Title: agent	

copy

GENERAL SERVICES ADMINISTRATION
FINAL SETTLEMENT
Mica Purchasing Depot, Spruce Pine, N. C.

Date Purchased - 6-5-56

Acceptance No. AR-4-1202(a)

Certificate EPS-4 LOT No. 1202(a)
Authorization No. 373A SP-

VOUCHER No.

	TOTAL Wt. Lb	Lbs-G.S	Lbs-Stained	Lbs-Hy-Stained	Total Value
Processed for Payment	106.14	53.39	37.45	15.32	1841.56
No Processed Pay't					
THINS					
BLACK Dots Spots Stains					
Undersized					
Process- Gain ~~Loss~~	.08				
Total Lbs Purchased	106.06				

Less: Initial Payment - Voucher No. 5 Sch. No. 1145.07

Balance Due Government Seller X 696.49

Seller's Name: Frank W. Phillips

Address: Spruce Pine, N.C

NAME OF MINE: Dyens -

DMEA No. 3774 Idm-E 831

Approved

Date:

copy

GENERAL SERVICES ADMINISTRATION WARRANTY, ACCEPTANCE AND INVOICE MICA PURCHASING DEPOT, SPRUCE PINE, N. C.		DATE PURCHASED: 6-7-56 ACCEPTANCE No. Mark. P600 \ Ton
CERTIFICATE AUTHORIZATION No. 190-B	LOT No.	VOUCHER No.
RUBY X NON-RUBY	TOTAL LBS. PURHCASED	VALUE - INITIAL PAYMENT
PRELIMINARY PAYMENT	7220.00	1481.46
GENERAL SERVICES ADMINISTRATION		
By:	NAME OF MINE: Dyens	COUNTY Rutherford STATE N.C.
	DMEA No. 3774	Idm-E 831
	Seller: Frank Phillips	
	Address: Spruce Pine, N. C.	
	Title: Agent	

COPY

GENERAL SERVICES ADMINISTRATION WARRANTY, ACCEPTANCE AND INVOICE MICA PURCHASING DEPOT, SPRUCE PINE, N. C.		DATE PURCHASED 6-11-56 ACCEPTANCE No. AR-4
CERTIFICATE AUTHORIZATION No. 373A	LOT No. AR	VOUCHER No.
RUBY X NON-RUBY	TOTAL LBS. PURHCASED	VALUE - INITIAL PAYMENT
PRELIMINARY PAYMENT	105.80	1126.83
GENERAL SERVICES ADMINISTRATION		
By:	NAME OF MINE: Dycus Rutherford County	COUNTY - STATE N.C
	DMEA No. 3774	Idm-E 831
	Seller: Frank W. Phillips	
	Address: Spruce Pine, N.C	
	Title: Partner	

Copy

GENERAL SERVICES ADMINISTRATION FINAL SETTLEMENT Mica Purchasing Depot, Spruce Pine, N. C.				Date Purchased 6-11-56 Acceptance No. AR-4 - 1229 (a)	
Certificate Authorization No. 375A	LOT No. SP- 1229 (a)			VOUCHER No.	
	TOTAL Wt. Lb	Lbs-G.S	Lbs-Stained	Lbs-Hy-Stained	Total Value
Processed for Payment	106.15	53.71	40.51	11.93	1764.42
No Processed Pay't					
THINS					
BLACK Dots Spots Stains					
Undersized					
Process- Gain ~~Loss~~	.35				
Total Lbs Purchased	105.80				

Less: Initial Payment - Voucher No. 3	Sch. No. 406	1126.83
Balance Due Government	Seller X	637.59

Seller's Name: Frank W. Phillips

Address: Spruce Pine, N.C.

NAME OF MINE: Dyens

DMEA No. 3774 Idm-E831

Approved

Date:

Copy

GENERAL SERVICES ADMINISTRATION
MICA PURCHASING DEPOT, SPRUCE PINE, N. C.

DATE: 6-18-56

Acceptance No. AR4

Amended "A" Program

Certificate of Authorization No. | LOT No.

RUBY [X] NON-RUBY [ ]	TOTAL LBS.	Lbs of G.S. & Better	Lbs. Stained Mica	TOTAL VALUE
TOTAL PAYMENT				
INITIAL PAYMENT	87.69			1037.30
AMT DUE Gov [ ] SELLER [ ]				

DMEA- 3774 IDm-E 831

Seller: Frank Phillips

MINE; Dyens

Address Spruce Pine, N.C

GENERAL SERVICES ADMINISTRATION
MICA PURCHASING DEPOT, SPRUCE PINE, N. C.

Copy

DATE: 6-25-56

Acceptance No. AR4

Amended A Program

Certificate of Authorization No. 373A

LOT No.

RUBY [X] NON-RUBY [ ]	TOTAL LBS.	Lbs of G.S. & Better	Lbs. Stained Mica	TOTAL VALUE
TOTAL PAYMENT				
~~LESS~~ INITIAL PAYMENT	86.18			960.81
AMT DUE Gov [ ] SELLER [ ]				

DMEA- 3974 IDm-E 831

(John Lewis Biggerstaff) Seller: Frank Phillips

MINE; Dycus Address Spruce Pine, N.C

E-831

For Certificate of Deposit No. 5, dated July 10, 1956, giving royalty repayment of $735.58, see E-349.

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

RECEIVED
JUL 12 1956

July 10, 1956

Memorandum

To: Operating Committee, DMEA, Washington 25, D. C.

From: Field Team, DMEA, Region V, Knoxville, Tennessee

Subject: DMEA-3774, Idm-E831 (Mica)
John Lewis Biggerstaff, Spruce Pine, North Carolina
Dycus Mine, Rutherford County, North Carolina

While in Spruce Pine last week, Mr. Beck got a check for $735.58 in payment of royalties on sales of mica and beryl from the Dycus mine. This amount, added to previous royalties, completely repays the Government's contribution to the exploration project.

Robert A. Laurence
Robert A.Laurence
Executive Officer

V. J. Lynch
V. J. Lynch, Member
Bureau of Mines

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

July 6, 1956

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: DMEA-3774, Idm-E831 (mica) John Lewis Biggerstaff, Spruce Pine, N.C.
Dycus Mine, Rutherford County, N. C.

Reference is made to your letter of June 18.

On June 21, we again wrote to the Operator, requesting prompt submittal of his final engineering and Geologic report. No reply has been received.

Preparation of the Field Team final report has been delayed in order to incorporate production and recovery data obtainable only from the Operator. If we do not receive his report soon, we will submit the Field Team report with that information estimated.

It is our understanding that the Government't right to certify does not expire until "six months after a sufficient final report and final account has been rendered." Therefore, there is no immediate danger of the time for certification expiring in the near future.

We will try to contact the Operator in Spruce Pine next week and urge him to submit his report.

Robert A. Laurence

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

V. J. Lynch

V. J. Lynch, Member
Bureau of Mines

JUL 9 - 1956

cw

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

DOCKET COPY
Surname:
Anderson
Houk
Martin
Johnson
Whitendorf

JUN 18 1956

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

Re: Docket No. DMEA-3774-mica
John Lewis Biggerstaff
Byens Mine
Rutherford County, North Carolina
Contract No. Idm-E831

Dear Mr. Laurence:

Reference is made to the subject contract which was terminated effective November 1, 1955.

We have not yet received the Field Team and Operator's final reports. Since this project is to be certified, we would appreciate having these reports before the time within which the project can be certified has expired.

Sincerely yours,

W. S. Martin
ACTING Chairman, Operating Committee (JHB)

Approved:
/s/ Robert W. Geehan (JHB)
Member, Bureau of Mines

Thor H. Kiilsgaard (JHB)
Member, Geological Survey

WCAnderson:ms 6/14/56
Copy to: Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Anderson
Admr. R. File

R.C.S.

TRIPLICATE

STANDARD FORM 201 (Formerly Cert. of Deposit, Form 1)
Promulgated Oct. 1949 by Treasury Dept., Fiscal Service

THIS DEPOSIT IS NOT SUBJECT TO CHECK

Oak Ridge, Tennessee

DEPOSIT NO. 14-23-070-104

For credit of 428 Br. Trst. Regional Office, Oak Ridge, Tenn. 5/15/56
(Name, title, and disbursing or o[illegible]lentification symbol of accountable officer) [illegible] sent)

deposited with Hamilton National Bank, Knoxville, Tennessee
(Name and location of depositary)

$ 104.20

for accounts listed below. SCHEDULE NOS.

ACCOUNT SYMBOL	TITLE OF ACCOUNT TO BE CREDITED	AMOUNT
14X4401	Idm-E-831 John L. Biggerstaff (Royalty* Payment)	84.75
	Idm-E-849 G. R. Thomas (Royalty Payment)	19.45

(* Refund of overpayment)

(Depositor will insert below his name, title, Department or Agency concerned, and his address)

Defense Minerals Exploration Administration
Bureau of Mines, Dept. of Interior
Helen R. Miller, Adm. Asst.
P. O. Box 217
Norris, Tennessee

SPACE BELOW TO BE USED BY DEPOSITARY ONLY

I certify that the above amount has been received for credit in the account of the Treasurer of the United States on the date shown, subject to adjustment for uncollectible items included therein.

[illegible] (Authorized signature)

(Date of credit in Treasurer's account)

DEPOSITARY WILL DATE, SIGN, AND RETURN THIS TO DEPOSITOR FOR HIS RETAINED COPY

16—59686b-1 GPO

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

RECEIVED
MAY 16 1956

May 14, 1956

Memorandum

To: Operating Committee, DMEA - Washington

From: Acting Executive Officer, DMEA - Region V - Knoxville

Subject: Termination Agreement - Idm-E831, DMEA-3774-Mica.
John Lewis Beggerstaff, Spruce Pine, N. C.
Dycus Mine, Rutherford County, N. C.

Transmitted are three signed copies of the termination agreement.

A check in the amount of $84.75 for repayment due on the October 1955 Monthly Report and Voucher has been received.

V. J. Lynch

V. J. Lynch

E-831

For Certificate of Deposit No. 93, dated April 16, 1956, giving royalty repayment of $370.15, see E-762.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D.C.~~
ROOM 18 POST OFFICE BLDG
KNOXVILLE 2, TENN.

RECEIVED
APR 16 1956

April 13, 1956

Memorandum

To: Helen Miller, Ass't Administrative Officer, Region V

From: Executive Officer, DMEA - Region V - Knoxville, Tenn.

Subject: Royalty payment - Idm-8631, DMEA-3774, John L. Biggerstaff, Dycus Mine, Rutherford County, N. C. (mica)

Attached is a bill-of-sales in the amount of $7,402.46 and a check for 5% royalty in the amount of $370.15. Three cents added to this check which was short on the last royalty payment.

Robert A. Laurence

ZM.
cc:
Lynch
Mittendorf
Files

Copy

GENERAL SERVICES ADMINISTRATION
MICA PURCHASING DEPOT, SPRUCE PINE, N. C.

DATE: 3-23-56

Acceptance No. 234 (a)

Certificate of Authorization No. 211 B

LOT No. 234 (a)

RUBY [X] NON-RUBY [ ]	TOTAL LBS. ~~15,038.00~~	Lbs of G.S. & Better	Lbs. Stained Mica	TOTAL VALUE
TOTAL PAYMENT	15,030.00	250.06	319.82 S 272.25 HS	7402.46
LESS INITIAL PAYMENT		300.00	100.00 S 100.00 HS	5275.00
AMT DUE Gov [ ] SELLER [X]	~~Less Cost of cutting - trimmed~~			1221.09 906.37

DMEA- 3774 IDm-E 831

Seller: John L. Biggerstaff

MINE; Dycus

Address Spruce Pine, N.C

Rutherford County, N.C.

RECEIVED
APR 1 0 1956

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 18 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

RECEIVED
APR 16 1956

April 12, 1956

Mr. John L. Biggerstaff

Spruce Pine, North Carolina

Re: DMEA-3774, Idm-8831 (Mica)
Dycus Mine
Rutherford County, North Carolina

Dear Mr. Biggerstaff:

This is in reply to your letter of April 10 concerning the subject contract, in which you state that Mr. Frank Phillips assumed responsibility for the contract after November 1, 1955 when you sold out your interest to him.

Please note Article 2d of the contract which states that, "The operator shall preserve and maintain his right, title, and interest in the land * * * etc." Please note also Article 1 which states "The Operator shall not transfer or assign this contract or any right thereunder without the written consent of the Government." Such consent has not been given. Therefore, both the sale of your interest in the land and the assumption of the contract obligations by Mr. Phillips are violations of the contract. If Mr. Phillips was a partner from the beginning, as stated in your letter, then he should have signed the contract as a partner.

The contract was terminated, effective November 1, 1955 because the exploration work authorized in the contract was abandoned in favor of open-cut mining. This, too, constituted a breach of the contract. However, as the authorized open-cut work to that time had exposed a workable deposit of mica, we are willing to terminate by mutual agreement as of that date. This can only be done by you signing the forms I sent you on March 7. Obviously, Mr. Phillips cannot terminate a contract to which he is not a party. Please sign and return the forms to me at once.

As to the $84.75 overpayment, that was made to you, and we must seek repayment from you. If you can collect it from Mr. Phillips, or have him send it to me, that will, of course, be satisfactory. Please take care of this as soon as possible.

Very truly yours,

Robert A. Laurence
Executive Officer, DMEA

RAL/mg

cc - Operating Committee (3)
Mr. V. J. Lynch
Mr. L. E. Shirley
Files

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

RECEIVED
APR 9 - 1956

April 5, 1956

Mr. John Lewis Biggerstaff

Spruce Pine, North Carolina

Re: DMEA-3774, Idm-E831 - mica
Dycus Mine, Rutherford County, N.C.

Dear Mr. Biggerstaff:

On March 7 we sent you six copies of a Termination Agreement for the Dycus Mine, Contract Idm-E831, with a request to sign all copies and return them to this office.

In order that the contract may be terminated without the necessity of any further action, we again are requesting you to sign and return all copies, except the "Operator's"copy to this office along with a check for $84.75, a refund due on Stage II of the contract.

Very truly yours,

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

VJL/mm
cc:
Opr. Com.
Lynch
Shirley
Files

DOCKET COPY
Surname:
Anderson
Houk
Talbut
Selfridge
Johnson
Mitchell

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

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

MAR - 5 1956

Re: Docket No. DMEA-3774-Mina
John Lewis Biggerstaff
Dyems Mine
Rutherford County, North Carolina
Contract No. Idm-8831

Dear Mr. Lawrence:

Reference is made to the Field Team Memorandum of January 27, 1956, recommending termination of the subject contract by mutual agreement.

We have prepared and enclose herewith, the original and five copies of a Termination Agreement with effective date, for your signature. Two extra copies are enclosed for the use of the Field Team. If it meets with your approval, please sign it in behalf of the Government and present it to the Operator for approval and signature. This Termination Agreement requires the refund of any Government money paid for work under Stage II of the Contract, which in this case amounts to $84.75, (75% of $113.00), for buildings.

If any part of this agreement does not have either your approval or that of the Operator, and cannot be amended within your delegated authority, then the original and all copies are to be returned to this office, together with the proposed changes, for consideration.

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

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee

Approved:

O. M. Bishop
Member, Bureau of Mines

Thor H. Kiilsgaard
Member, Geological Survey

Enclosures: 8

WCAnderson:ms 3/2/56
Copy to: Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Anderson
Admr. R. File

P.C.B.

Docket copy

Parker
Dempsey
Anderson
J. Frank Chapman
Selfridge

TERMINATION AGREEMENT

It is agreed this _____ day of _____, 1956, between the United States of America, acting through the Department of the Interior, Bureau Minerals Exploration Administration, hereinafter called the "Government," and John Louis Biggerstaff, hereinafter called the "Operator," parties to that certain Exploration Project Contract IDm-[illegible] (Docket No. [illegible]-[illegible]), dated June [illegible], 1953, hereinafter called the "Contract," that:

1. Effective October 1, 1955, the Contract and all obligations of the parties thereunder, except as otherwise herein expressly provided, shall be and are hereby terminated.

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

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

4. All rights of the Government provided for in the Contract with respect to a certification of discovery or development and a percentage royalty and lien for its payment are preserved.

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

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

THE UNITED STATES OF AMERICA

By _____
Executive Officer, BMEA Field Team
Region V

JOHN LOUIS BIGGERSTAFF

_____

Pocket copy

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

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

Re: Docket No. DMEA-3774-Mica
John Lewis Biggerstaff
Dycus Mine
Rutherford County, North Carolina
Contract No. Idm-E831

Dear Mr. Laurence:

Reference is made to the Field Team memorandum of January 27, 1956, recommending termination of the subject contract by mutual agreement.

We have prepared and enclosed herewith, the original and five copies of a Termination Agreement with effective date, for your signature. Two extra copies are enclosed for the use of the Field Team. If it meets with your approval, please sign it in behalf of the Government and present it to the Operator for approval and signature.

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

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee

Approved:

Robert W. Gechon
Member, Bureau of Mines

Thos. H. Kiilsgaard
Member, Geological Survey

Enclosures: 8

Docket Copy
Surname:

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

February 20, 1956

Memorandum

To: Mr. Robert Dwyer, Associate Solicitor

From: Nonmetallic Minerals Division

Subject: Termination of contract - Docket No. DMEA-3774 - Mica
John Lewis Biggerstaff
Dycus Mine
Rutherford County, North Carolina
Contract No. Idm-E831

The subject termination agreement appears to be inadequate and not in accordance with our recommendations of February 1, 1956. We recommended the effective date be made November 1, 1955, as we were unable to fix the exact date when the bulldozing was completed. It is not our desire to have the Government participate in any costs for shaft sinking. We do not know if the Operator has submitted a voucher subsequent to the consolidated voucher for August, September and October. Since the Field Team has recommended a certification of discovery based upon the production made to date, the Government's interest in the funds expended will be protected. The Operator apparently does not intend to complete the work outlined in the second stage of the contract. The date for completion of the contract, February 15, 1956, is past and the Operator breached the contract by transferring his lease.

LGHouk:gad 2/20/56
Copy to: Admr. R. File
Docket
Mr. Houk

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

February 15, 1956

Memorandum

To: Mr. C. O. Mittendorf

From: Lawrence G. Houk

Subject: Docket No. DMEA-3774 - Mica
John Lewis Biggerstaff
Dycus Mine
Rutherford County, North Carolina
Contract No. Idm-E831

The subject Operator assigned his lease without approval, failed to carry out the second stage of the work as outlined in the contract, and apparently intends to continue mining and has no intention of completing the contract work. The Field Team has recommended termination by mutual agreement with certification. The certification being based upon production of about $10,500 worth of mica on which the Operator paid a royalty of $524.58.

The contract called for $925.00 worth of bulldozing and 100 feet of shaft and 100 feet of drifting and/or crosscutting for a total cost of $9,288.00. The Field Team verbally approved bulldozing in excess of $925.00, and Amendment No. 1 was written to allow $2,173.75 worth of bulldozing.

The Operator is definitely in default of the contract, and it would appear that rescission with demand for repayment would be in order. However, a certification will be recommended by the Field Team, based upon production to date from the area bulldozed under the contract. Therefore, we concur with the recommendation for certification and termination by mutual agreement.

DOCKET COPY
SURNAME:
Anderson
Houk

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

600

February 1, 1956

Memorandum

To: Mr. Robert Boyer, Associate Solicitor

From: L. G. Houk, Chief
Nonmetallic Minerals Division

Subject: Termination Agreement - Docket No. DMEA-3774-Mica
John Louis Biggerstaff
Byens Mine
Rutherford County, North Carolina
Contract No. Idm-E831

Pursuant to Field Team memorandum of January 27, 1956, please prepare, for the signature of Robert A. Lawrence, a termination agreement for the subject contract effective November 1, 1955. The agreement should specify that no payment be made for shaft sinking. Certification will be recommended.

WCAnderson:ms 2/1/56
Copy to: Docket
Adm. R. File
Mr. Houk
Mr. Anderson

E-831

For Certificate of Deposit No. 71, dated February 1, 1956, giving royalty repayment of $296.23, see E-410.

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

RECEIVED
FEB - 1 1956

January 30, 1956

Memorandum

To: Helen Miller, Ass't Administrative Officer, Region V

From: Executive Officer, DMEA - Region V - Knoxville

Subject: Royalty payment - Idm-2831, DMEA-377h, Dyens Mining Co.
John Biggerstaff, Operator. Dyens Mine, North Carolina

Transmitted are bill-of-sales in the amount of $5,925.21, and a check for 5 percent royalty in the amount of $296.23 to be credited to the subject contract. You will note that payment is made on total value of the mica sold.

Robert A. Lawrence

RM,
cc:
Mittendorf
Shirley
Lynch
Files

Copy

GENERAL SERVICES ADMINISTRATION
MICA PURCHASING DEPOT, SPRUCE PINE, N. C.

DATE: 12-19-55

Acceptance No. 155 (a)

Certificate of Authorization No. 211B

LOT No. 155(a)

RUBY [X] NON-RUBY [ ]

	TOTAL LBS.	Lbs of G.S. & Better	Lbs. Stained Mica	TOTAL VALUE
TOTAL PAYMENT	2350.00	43.06	37.81	1594.81
LESS INITIAL PAYMENT		24.30	25.00	900.00
AMT DUE Gov [ ] SELLER [X]				694.81

DMEA-3774 IDm-E 831

Seller: Dycus Mining Co
John L. Bridgestott

MINE; Dycus

Address Spruce Pine, N.C.

Rutherford County, N.C.

Copy

GENERAL SERVICES ADMINISTRATION
MICA PURCHASING DEPOT, SPRUCE PINE, N. C.

DATE: 11-28-55

Acceptance No. BR4 - 131(a)

Certificate of Authorization No. 211 B

LOT No. 131(a)

RUBY [X] NON-RUBY [ ]

	TOTAL LBS.	Lbs of G.S. & Better	Lbs. Stained Mica	TOTAL VALUE
TOTAL PAYMENT	2290.00	40.43	24.50	1497.41
LESS INITIAL PAYMENT		19.00	28.00	703.68
AMT DUE Gov [ ] SELLER [X]				793.73

DMEA- 3774 IDm-E 831

Seller: Dyers Mining Co
John L Bryson

MINE; Dyers Mine

Address Spruce Pine, N. C

Rutherford County, N. C

Copy

GENERAL SERVICES ADMINISTRATION
MICA PURCHASING DEPOT, SPRUCE PINE, N. C.

DATE: 11-17-55

Acceptance No. 118 (a)

Certificate of Authorization No.

LOT No. 118(a)

RUBY [X] NON-RUBY [ ]

	TOTAL LBS. ~~4490.00~~	Lbs of G.S. & Better	Lbs. Stained Mica	TOTAL VALUE
TOTAL PAYMENT	4490.00	72.50	36.00	2685.18
LESS INITIAL PAYMENT		34.00	60.00	1259.28
AMT DUE Gov [ ] SELLER [X]				1425.90

DMEA- 3774 IDm-E 831

Seller: Dyens Mining Co John L. Buggerstaff

MINE; Dyens Address Spruce Pine, N.C

Rutherford County, N.C.

RECEIVED
FEB - 1 1953

Copy

GENERAL SERVICES ADMINISTRATION
MICA PURCHASING DEPOT, SPRUCE PINE, N. C.

DATE: 12-19-55

Acceptance No. 156(a)

Certificate of Authorization No. 211B

LOT No. 156(a)

RUBY [X] NON-RUBY [ ]

	TOTAL LBS.	Lbs of G.S. & Better	Lbs. Stained Mica	TOTAL VALUE
TOTAL PAYMENT	1070.00	4.00	0.37	150.06
LESS INITIAL PAYMENT Less cost of rifling and freight		4.05	20.00	2.25
AMT DUE Gov [X] SELLER [ ]				150.00 2.19

DMEA-3774 IDm-E 831 (mica) Dyens Mining Co

Seller: John L. Buggerstaff

MINE; Dyens

Address Spruce Pine, N.C.

Rutherford County N.C.

RECEIVED
FEB - 1 ..

3774

1-30

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] Memo - Multiple Division

[illegible] Central Mails and Files

[illegible] reply to reports regarding:

Active Case

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] appropriate action.

- - - - - -

[illegible] taken by division: Memo to Legal Div. to prepare Termination Agreement.

[illegible]

Initials

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

RECEIVED
JAN 30 1956

January 27, 1956

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: DMEA-3774, Idm-E831 (mica) John Lewis Biggerstaff - Dycus Mine, Rutherford County, N. C.

Enclosed are four copies of the latest interim report on this project.

It is our opinion that this Operator has quit exploring, and is mining. He has completely diverged from the original objective. Also, he has transferred his lease to another party.

Default?

We recommend termination by mutual consent, effective November 1, 1955, with no payment to be made for shaft sinking. Certification will be recommended. We have already received royalty payments.

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

V. J. Lynch
V. J. Lynch, Member
Bureau of Mines

INTERIM REPORT

RECEIVED
JAN 30 1956

DMEA-3774, Idn-E831 (mica) DYCUS MINE

Operator: John Lewis Biggerstaff, Spruce Pine, North Carolina

Location: Near the west bank of Sandy Creek, 3.2 miles north-northeast of Ellenboro, Rutherford County, N. C.

This visit was made to the mine to learn if any additional work on the contract had been accomplished and to observe recent bulldozing work conducted at the Operator's own expense. No one was present at the mine, but the presence of a large bulldozer and changes in the dimensions of the trench indicates that considerable bulldozing has been accomplished since the last visit. On the west end of the trench, in close proximity to the shaft, the Operator continues to lower the floor and a large "bowl" or sump filled with about 12 feet of water now exists. The south wall of the trench has been moved and the trench widened on the east end.

It appears to the Field Examiners that the Operator does not intend to mine except by bulldozer. This recent work has placed the shaft in a dangerous position for further sinking. The sump recently established might contribute to a heavy ground condition and pumping would necessarily be continuous. The Examiners recommend that the contract be terminated by mutual consent. Certification will be recommended. //

January 19, 1956

L. E. Shirley

L. E. Shirley, Mining Engineer
Bureau of Mines

and

S. C. Bergman

S. C. Bergman and A. R. Taylor, Geologists
Geological Survey

z

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1050 OFFICE BLDG.
WASHINGTON 25, D.C.
KNOXVILLE 2, TENN.

RECEIVED
JAN 16 1956

January 12, 1956

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: DMEA-3774, Idm-E831 (mica) John Lewis Biggerstaff, Dycus Mine, Rutherford County, N. C.
Re: Our Memorandum of January 6, 1956

An error has been noted in the Field Team's memorandum to the Operating Committee dated January 6, 1956 concerning the subject contract.

In the last paragraph on page 1, where it is stated that....."about 12 feet of shaft had been sunk....." please change 12 feet to 27 feet.

V. J. Lynch

V. J. Lynch, Acting
Executive Officer, DMEA
Field Team, Region V

S. C. Bergman

S. C. Bergman, Geologist
U. S. Geological Survey

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

RECEIVED
JAN 9 1956

January 6, 1956

Memorandum

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

From: Field Team, Region V, Knoxville, Tennessee

Subject: DMEA-3774, Idm-E831 (Mica)
John Lewis Biggerstaff
Dycus Mine, Rutherford County, North Carolina

Reference is made to your letter of December 27.

In this case, as in so many others, we are faced with an accomplished fact when the Operator sends us a signed, notarized transfer of his lease to a new Operator and requests assignment of the contract. We have tried to discourage this practice, but with little success. Mica miners and operators are a rather independent group and are likely to go right on doing what they have always done.

Therefore when we receive such a request, we forward it to you, usually with a recommendation for approval, when it is considered to be in the Government's interest to complete the project. In this case, however, we took no action (as indicated in our letter of December 13 to Mr. Frank Phillips) until further information, still not received, was available. It is our present thinking that the contract should be abandoned and certified, but as the field examiners expected to visit the mine and talk to Mr. Biggerstaff and Mr. Phillips this week, we are still withholding any action until the examiners return from North Carolina.

In practically all similar cases (e.g., DMEA-2579, DMEA-2914, DMEA-3375, etc.), assignments have been approved. If it is now to be the policy to refuse such assignments by strict adherence to Article 2(d) of the contract, please notify us so that we may advise Operators accordingly.

Concerning the monthly report and voucher for August, September, and October: The Operator originally claimed 75 feet of shaft, apparently measured from the surface, although actually only about 12 feet of shaft had been sunk from the bottom of the open cut. Then

the Operator began bulldozer work in the open cut again (at his own expense), cutting the floor below the collar of the shaft and leaving the shaft in an unsafe and precarious position. We advised him that we would not pay for any shaft footage until he corrected this situation and continued exploration in a proper manner. For that reason, he made no claim for reimbursement for shaft sinking on his voucher.

We, too, prefer to get reports from the Operator monthly, and in most cases they do submit them. But there are some who just don't do it, and unless we place an inspector on such jobs full-time, it is difficult to get them to do so. The same applies to the daily "drilled, shot and mucked" narratives that some of the Operators submit, regardless of what we tell them. In such cases, of course, we could get tough and withhold payment, but we wouldn't discover much mica that way and, with our field men making regular bi-weekly visits to the projects, we feel that we get practically all the necessary information on the progress of the project.

As soon as we get a report from Mr. Shirley, we will send you our recommendations for the next action on the Dycus contract.

Robert A. Laurence

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

V. J. Lynch

V. J. Lynch, Member
U. S. Bureau of Mines

DOCKET FILE
Surname:

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

Lawyer
Houk
Selfridge
Johnson
Mittendorf

DEC 27 1955

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

Subject: Docket No. DMEA-3774 - Mine
John Louis Riggerstaff
Byron Mine
Rutherford County, North Carolina
Contract No. Idm-2831

Dear Mr. Lawrence:

Reference is made to the assignment of the lease in the subject contract and to the Operator's Monthly Report for August, September, and October.

Please note Article 2, (d) of the contract "The Operator shall preserve and maintain his right, title, and interest in the land and his right to the possession thereof for the purposes of of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract." The Operator may not transfer his interest in the land before completion of the work under the contract, such transfer constitutes a breach of contract. He may transfer his interest after certification, provided the conveyance protects the Government's lien.

The purpose for which the contract was written appears to have been accomplished for the most part and it would appear that no additional work may be justified. In order to avoid repetition of the difficulties encountered in this case, it is suggested that when the Field Team gives verbal approval to changes from the contract, within your delegated authority, that you write the applicant confirming your verbal approval sending a copy to this office.

Concerning the Monthly Report and Voucher for August, September, and October, we note that the narrative report states that the shaft has been sink and timbered to 75 feet, yet the Operator makes no claim for reimbursement. Is this 75 feet from the original ground surface or from the bottom of the trench? In the future, this office would prefer to have a monthly report of activities and expenditures from the Operator.

Approved:

/s/ Robert W. Geehan (GHB)
Member, Bureau of Mines

Thor H. Kiilsgaard (GHB)
Member, Geological Survey

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GHB)

Mr. Dietrich, 3061
Mr. Houk
Mr. Anderson

LGHouk:ad 12/23/55
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222

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

RECEIVED
DEC 15 1955

December 13, 1955

Mr. Frank W. Phillips,

Spruce Pine, North Carolina

Re: DMEA-377hm Hdm-E831 (mica)
John Biggerstaff
Dyeus Mine, Rutherford County, N.C

Dear Mr. Phillips:

I have received the notarized certificate of transfer of the Dyeus lease from Mr. Biggerstaff to you.

Before we prepare assignment and acceptance papers transferring the DMEA contract to you, I would appreciate knowing what your plans for this mine are. From the reports of our field examiners, it appears that exploration has been abandoned in favor of mining, in the past month, and that the original ojective of the contract may not be feasible now. In that case termination of the contract and certification of discovery would be the logical step.

I will await further word from you, and from Mr. Shirley, before taking any further action.

Very truly yours,

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

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

TRIPLICATE

STANDARD FORM 201 (Formerly Cert. of Deposit, Form 1)
Promulgated Oct. 1949 by Treasury Dept., Fiscal Service

THIS DEPOSIT IS NOT SUBJECT TO CHECK

Oak Ridge, Tennessee

DEPOSIT NO. 14-23-070-46

For credit of 428 Br. Trsy. Regional Office, Oak Ridge, Tenn. 11/29/55
(Name, title, and disbursing or other identification symbol of accountable officer) (Date sent)

deposited with Hamilton National Bank, Knoxville, Tennessee
(Name and location of depositary)

$ 228.35

for accounts listed below. SCHEDULE NOS.

ACCOUNT SYMBOL	TITLE OF ACCOUNT TO BE CREDITED	AMOUNT
14X4401	Idm-E-831 John Lewis Biggerstaff (Royalty)	228.35

(Depositor will insert below his name, title, Department or Agency concerned, and his address)

Defense Minerals Exploration Administration
Bureau of Mines, Dept. of Interior
Helen R. Miller, Adm. Asst.
P. O. Box 217
Norris, Tennessee

SPACE BELOW TO BE USED BY DEPOSITARY ONLY

I certify that the above amount has been received for credit in the account of the Treasurer of the United States on the date shown, subject to adjustment for uncollectible items included therein.

(Authorized signature)

(Date of credit in Treasurer's account)

DEPOSITARY WILL DATE, SIGN, AND RETURN THIS TO DEPOSITOR FOR HIS RETAINED COPY

16—59686b-1 GPO

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

November 28, 1955

Memorandum

To: Helen Miller, Ass't Administrative Officer, Region V

From: Executive Officer, DMEA - Region V - Knoxville

Subject: DMEA-3774, Idm-E831, John Lewis Biggerstaff (mica) N. C.

Transmitted is a royalty check in the amount of $228.35, representing 5% of the sales on lots BR4-40, BR4-49(a) and DR4-79(a). Mr. Biggerstaff did not send this office copies of the above sale slips, but as soon as we have received them in this office, your copies will be mailed.

Robert A. Laurence

ZM.
cc:
Lynch
Mittendorf
Shirley
Files

INTERIM REPORT

DMEA-3774, Idm-E831 (mica) DYCUS MINE

OPERATOR: John Lewis Biggerstaff, Spruce Pine, North Carolina

LOCATION: Near the west bank of Sandy Creek, 3.2 miles north-northeast of Ellenboro, Rutherford Co., N. C.

No shaft sinking progress is reportable on this contract. The mine contained water, and the bottom could not be examined.

During the past two weeks, the operator has begun stripping in the bottom of the open cut in close proximity to the shaft. This work is unauthorized and at his own expense. The cut has been lowered an additional 10 feet on the west end and approximately 5.5 tons of block mica has resulted from the excavation. The operator could not be contacted to learn when shaft sinking would be resumed.

L. E. Shirley

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

K. H. Teague S. C. Bergman A. R. Taylor

K. H. Teague, S. C. Bergman, and A. R. Taylor
Geologists
U. S. Geological Survey

November 3, 1955

RECEIVED
NOV 14 1955

Form MF-104 (Rev.)
(April 1952)

Budget Bureau No. 42-R1036.5

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

PAID ON VOUCHER & SCHEDULE OF PAYMENTS K-

OPERATOR'S MONTHLY REPORT AND VOUCHER

RECEIVED DEC 16 1955

Month of AUG, SEPT, OCT., 1955 Docket No. DMEA 3774 Contract No. DMI-B-831
Operator's Name JOHN L. BIGGERSTAFF Minerals MICA
Address SPRUCE PINE, N. C.
Contract Amount, $ 9,288.00 Government Participation: 75 % Amount, $ 6,966.00

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling	75					
Bulldozing	1248.00	925.00	2173.75	1248.75	925.00	2,173.75
Crosscutting						
Drifting						
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.					113.00	113.00
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	1248.75	925.00	2173.75	1248.75	1,038.00	2,286.75

I certify that the above bill is correct and just and that payment therefor has not been received.

Date OCT. 29, 1955 *Payee John L. Biggerstaff

Per Dyeas Mining Co. Title Operator, Sec. Treas.

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

NOTE.—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.

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 936.56

Signature Helen R. Melin
(Authorized Certifying Officer)

Date DEC 14 1955 Vou. No. 33
(See other side)

312.19

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. Idm-E881 in accordance with the terms of the contract.

Signature W. M. Beck Title Mining Engr. USBM Date DEC 13 1955

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lawrence Title EXECUTIVE OFFICER DMEA REGION V Date DEC 13 1955

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

RECEIVED
DEC 16 1955

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of AUG.SEPT.OCT.1955 Docket No. DMEA S774 Contract No. IDM-E-831
Operator's Name JOHN L. BIGGERSTAFF Minerals MICA
Address SPRUCE PINE, N. C.

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching		1248.75		2173.75				2173.75
Test Pits								
Roads and Trails								
								TOTAL COSTS AUTHORIZED BY CONTRACT
TOTAL DISTRIBUTED COSTS		1248.75		2173.75				
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.				113.00				
TOTAL COSTS								

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this report is correct and complete to the best of their knowledge and belief.

Date OCT. 29, 1955 Operator John L. Biggerstaff
Per Dyeas Mining Co. Title Operator
Sec. Treas.

NOTE.—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.

REMARKS:

(Instructions on reverse)

(For Government use only)

Wm. A. Beck, Mining Engr.
USBM

INSTRUCTIONS

Preparation of Form MF–104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF–104A has been designed to tie in with Form MF–104 for both monthly and cumulative costs. The "Total Costs" on Form MF–104A for each month should equal the monthly "Total Costs" as reported on Form MF–104. This is also true of the "Total Costs To Date".

In preparing Form MF–104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 872894

COPY

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DEC 16 1955

Narrative

The 45 feet of trenching with bulldozer has been completed according to contract agreement with satisfactory results to the operator. Seven lots of mica have been sold to the Spruce Pine U. S. Government Purchasing Depot from the mica obtained from this work. The initial payments from the same amount to more $5000.00 . Operators believe that this mica will bring more money on final settlement. At this depth the shaft was begun in hard material but could be gadded and picked. Water started coming into shaft at a depth of about 6 feet and has continued to get stronger. At the depth of 15 feet it was necessary to start drilling. The shaft is sunk and timbered to a depth of 75 feet.

P. S. I have taken a bulldozer back into the head of the cut (October 29th and I have obtained approximately seven (7) tons of good mica in four (4) days. I have hit a running vein that looks good and going on down at approx. 90° slope.

Sincerely,

John L. Biggerstaff

(Nov. 2,'55)

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

RECEIVED
OCT 26 1955

October 24, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA Field Team, Region V

Subject: Idm-E831, DMEA-3774, John Lewis Biggerstaff - Amendment No.1 (mica) North Carolina

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

Robert A. Laurence

Robert A. Laurence

RECEIVED
OCT 28 1955

INTERIM REPORT

DMEA-3774, Idm-E831 (mica) DYCUS MINE

OPERATOR: John Lewis Biggerstaff, Spruce Pine, N. C.

LOCATION: Near the west bank of Sandy Creek, 3.2 miles north-northeast of Ellenboro, Rutherford Co., N. C.

No progress is reportable for the past two weeks on this contract. The shaft remains filled with water, and measurement did not indicate any change in depth from that taken two weeks ago. It was reported by an outside party, that the operator is still trying to obtain a pump. An effort will be made to contact the operator on the next visit to the area.

L. E. Shirley

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

K. H. Teague

K. H. Teague, S. C. Bergman, and A. R. Taylor
Geologists, U. S. Geological Survey

October 20, 1955

Docket Copy
Surname:
Anderson
F Kupcak
Selfridge
Johnson

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

OCT 17 1955

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

Subject: Docket No. DMEA-3774 - Mica
John Lewis Biggerstaff
Dycus Mine
Rutherford County, North Carolina
Contract No. Idm-E831

Dear Mr. Lawrence:

Reference is made to Amendment No. 1 to the subject contract which was transmitted to your office for execution on September 30, 1955.

This office gave its approval to the amendment, since the Field Team acting as representatives of the Government authorized the Operator to continue with the trenching in Stage I, 35 feet beyond the depth allowed in the contract, in lieu of 25 feet of shaft sinking in Stage II.

However, we wish to call your attention to Operating Committee Memorandum No. 7 to the Field Teams which outlines the scope of changes in a contract that come within the delegated authority of the Field Team. There arises the doubt that the trenching work in this contract below the 15-foot depth was exploration. If it comes under the classification of mining, then the Government should have participated only in the trenching to the 15-foot depth. This trenching required only 25 hours of bulldozing of the 50 hours provided in the contract. The first 50 hours of a total of 195.5 hours resulted in a trench about 200 feet by 50 feet by 30 feet deep or twice the size of the trench called for in the contract. Considerable mica was recovered during this trenching operation.

We wish to point out that this contract is a firm commitment under the terms of which the work specified for each item as well as the cost authorized for each item are maxima. The Field Team representatives should avoid making any commitment to an operator regarding changes in work not within their delegated

RCK.

authority. However, if an operator requests permission to make such changes in the work set forth in the contract, he should be advised that if he wishes to carry on this work he may do so but it would be at his own risk and expense. Execution of an amendment to cover such changes must be authorized by the Washington Office. The Field Team may assure the operator that Washington will be contacted for a decision concerning the proposed change.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (2/B)

Approved:

P. F. Yopes (2/B)

Member, Bureau of Mines

Thor H. Kiilsgaard (2/B)

Member, Geological Survey

WCAnderson:FEJohnson:gad 10/17/55

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

RECEIVED
OCT 17 1955

INTERIM REPORT

DMTA-3774, Ka-5631 (Mica) DYCUS MINE

OPERATOR: John Lewis Biggerstaff, Spruce Pine, N. C.

LOCATION: Near the west bank of Sandy Creek, 3.2 miles north-northeast of Ellenboro, Rutherford Co., N. C.

Shaft sinking continues slowly on this contract and is now at 27 feet. Due to a recent pump failure, the shaft contained water, and the bottom could not be examined. The miners report that pegmatite has been present in the northeast corner of the shaft during last 7 feet of sinking. Sinking will resume after pump repair is made. Another visit will be made to the mine in the near future.

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

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

October 6, 1955

Docket Copy
Surname:
Anderson
Jackson
Selfridge
Noted
R. J. Mason

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

600

SEP 3 0 1955

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

Subject: Docket No. DMEA-3774 - Mica
John Lewis Biggerstaff
Dycus Mine
Rutherford County, North Carolina
Contract No. Idm-E831

Dear Mr. Laurence:

Reference is made to the Field Team memorandum of September 13, 1955, concerning the proposed amendment to the subject contract.

There are transmitted herewith the original and five copies of Amendment No. 1 which have been signed by the Administrator for the Government. If the amendment meets with your approval present it to the Operator for approval and signature. If any part of this amendment does not have either your approval or that of the Operator and cannot be amended within your delegated authority, then the original and all copies are to be returned to this office, together with the proposed changes for consideration.

After execution of the amendment, the copies are to be distributed in the usual manner.

Sincerely yours,

Noted by George C. Selfridge

Chairman, Operating Committee (NB)

Approved:

P. F. Yopes (NB)
Member, Bureau of Mines

N. E. Nelson (NB)
Member, Geological Survey

Enclosures 6

WCAnderson:gad 9/26/55
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Anderson

R.C.L.

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

September 28, 1955

Memorandum

To: Administrator

From: George C. Selfridge
Special Assistant

Subject: Proposed Amendment No. 1
Docket No. DMEA-3774 (Mica)
John Lewis Biggerstaff
Dycus Mine
Rutherford County, North Carolina
Contract No. Idm-E831

The writer has not surnamed the proposed amendment because similar amendments on other projects have been written previously, thereby furnishing an experience record, and because of the information contained in the docket, excerpts of which appear below.

The subject contract, dated June 28, 1955, provides for a two-stage project. The first stage calls for bulldozing a trench which shall be 150 feet long, 50 feet wide and 15 feet deep. Fifty hours of bulldozing at $18.50 an hour, or a total cost of $925, is allowed for the trenching. The intent of the contract is that the trench meet the specifications with either less than 50 hours of bulldozing or more than 50 hours of bulldozing. In the latter case all hours in excess of 50 are for the account of the Operator. Stage II, in part, provided for a 100-foot shaft on the pegmatite at a cost of $50 a foot.

An interim report dated July 12 and 13, 1955, states that the work began on July 6. At that time between 25 and 30 hours of the dozing had been completed. Mention is made that the pegmatite is weathered and that the Operator had been instructed to locate the shaft about 40 feet from the western end of the pegmatite when stripping was completed. Block mica totalling 3000 pounds was recovered.

A Field Team letter dated July 15, 1955, to the Operator authorized him to do the work under Stage II as indicated by Mr. Teague on July 13, 1955.

An interim report dated July 28, 1955, states that the trench work had provided a very good picture for subsequent work as Stage II and that the trench has been lowered about 25 feet with the pegmatite retaining its thickness and mica content to this depth. The Operator was instructed to start sinking a shaft about 40 feet from the west end as soon as the trenching was completed. At the time of this visit the Operator had breached the contract by trenching 25 feet in depth rather than 15 feet as called for in the contract. No mention of this is made in the report and one receives the impression that trenching was near completion. Mica recovery ran in the tons.

An interim report dated August 11, 1955, (practically one month after locating the shaft site) states that the depth of the trench is now 50 feet and that the machine time required for the work was in excess of 100 hours. The field examiners recommended that all of the additional depth attained, 25 feet (really 35 feet), by recent trenching excluded by the contract be converted by amendment of shaft sinking to trenching.

A second letter dated August 17, 1955, to Mr. Biggerstaff confirms the verbal approval given to him by Mr. Teague on July 13, 1955, to construct a tool house, powder magazine, and exploder magazine and begin sinking a shaft. Up to that time no written approval had been given the Operator to trench deeper than the 15 feet specified in the contract nor had it been mentioned in the reports.

The Field Team interim report dated August 25, 1955, states that shaft sinking is under way but no measurable progress has been made as far as depth is concerned. The trench had been lowered an additional 5 feet since the last interim report. The Field Team memorandum dated September 13, 1955, in response to the Operating Committee's letter dated August 31, 1955, questioning the additional trenching states that the trenching was done because it gave a much better picture of the nature of the pegmatite than a shaft would have for about the same cost.

The first 50 hours of dozing as provided for in the contract of a total of 195.5 hours resulted in a trench about 200' x 50' x 30' deep or twice the size of the trench called for in the contract. By the terms of the contract the Government should have participated in approximately 25 hours of bulldozing and there is a question in the writer's mind whether it was within the delegated authority of the Field Team to radically change the depth of the trench. Such changes are limited in scope as outlined in Operating Committee Memorandum No. 7 to the Field Teams. There is no reason that the extra deepening of the trench couldn't have been called mining and that the Operator should have so mined the pegmatite until unweathered rock was reached. Shaft sinking under the

contract could then have started and an additional depth of 25 feet (really 40) could have been attained which decidedly would have been to the Government's interest.

The writer also wishes to point out that the Field Team report made no mention that the pegmatite was weathered. Explosives were estimated at $3 a foot and the rate of shaft sinking at 2 feet a day. However, the Operator was able to bulldoze 40 feet of the pegmatite for which shaft sinking had been provided at $50 a foot, a cost and rate of advance not in keeping with the type of rock encountered.

The writer suggests that the Field Team be advised as to the intent of short form contracts and the extent of its delegated authority to change the work, each type of which is considered a firm commitment and a maximum.

George C. Selfridge

George C. Selfridge

INTERIM REPORT

DMEA-3774, Idm-F831 (mica) DYCUS MINE

OPERATOR: John Lewis Biggerstaff, Spruce Pine, N. C.

LOCATION: Near the west bank of Sandy Creek, 3.2 miles north-northeast of Ellenboro, Rutherford Co., N. C.

No shaft sinking progress is reportable on this contract since the Interim Report of September 8, 1955, and the shaft remains at a total depth of 20 feet. There was evidence of recent pumping, but activity is not known. It was reported that a power line will be run to the mine, and an electric pump will be installed to handle the water.

Mr. R. A. Laurence, Executive Officer of D.M.E.A., Region V, accompanied the Field Examiners on this visit to the mine.

L. E. Shirley

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

K. H. Teague

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

September 22, 1955

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

RECEIVED
SEP 1955

September 13, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V

Subject: Proposed Amendment to Contract, Idm-E831, DMEA-3774, Dycus Mine, Rutherford County, N. C.

In reply to your letter dated August 31, concerning the proposed Amendment to subject contract the following information is submitted:

1. The Field Examiners recommended and this office approved the proposed changes in the work before starting the deeper trenching. An immediate decision was necessary as the bulldozer was at the site.

2. The primary purpose of trenching on most pegmatites is exploration in order to determine thickness, attitude, strike length, variation in mineral composition and the amount and quality of mica. This is done to determine whether further work, such as shaft sinking is warranted. In some cases, not this one, bulldozing is done to level off ground or remove dump material from a shaft site but is so designated in the field examination report.

   Before the dozing of Stage I was completed the field examiners recognized that the Stage II work would be justified. The trenching done in addition to that authorized by the contract exposed a block of pegmatite 200' x 40' x 25', whereas, a shaft to the same depth would have exposed a block only 5' x 7' x 25'. Thus, in this case the dozing gave a much better picture of the nature of the pegmatite than a shaft would have for about the same cost. Mining was conducted concurrently with the exploration as is true in most cases when exploring pegmatites.

3. An east-west trench about 200' x 50' x 30' deep was made during the first 50 hours of dozing (Stage I of the present contract). It exposed a pegmatite 40 feet thick that strikes east-west and dips steeply to the south. The body branches and terminated in the western end of the trench. Mica is abundant from this termination

eastward about 60 feet along the strike; the remainder of the pegmatite exposed is mica-poor. Subsequent work not authorized by the contract deepened this trench an additional 25 feet. No significant change was noted in the pegmatite indicating that it does not tend to thin or to bottom with depth and that the amount and quantity of mica is rather consistent down the dip. Shaft sinking is now underway at a point about 40 feet from the west end of the pegmatite.

4. A total of 145 1/2 hours of D-8 dozer operating time was required to do the trenching that was not authorized by the contract.

Robert A. Laurence

Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION V

W. A. Beck for

V. J. Lynch, Member
Bureau of Mines

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RECEIVED

INTERIM REPORT

DMEA-3774, Idm-E831 (mica) DYCUS MINE

OPERATOR: John Lewis Biggerstaff, Spruce Pine, North Carolina

LOCATION: Near the west Bank of Sandy Creek, 3.2 miles north-northeast of Ellenboro, Rutherford County, North Carolina

Vertical shaft sinking is underway on this contract, and is now at 20 feet. The mine was not working at the time of this visit, and the shaft was filled with water. The operator reported previously that a larger capacity pump was needed, and as soon as one was procured that would satisfactorily handle the water, work would resume. The shaft has been cribbed to water level, at least, with 2-inch x 6-inch sawed oak timbers. A gasoline-powered single drum hoist with conventional hoisting frame is being used to handle the muck. Another visit will be made to the mine in the near future.

L. E. Shirley

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

K. H. Teague

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

September 8, 1955

September 7, 1955

Mr. L. G. Houk calling Mr. R. A. Laurence, Knoxville, Tennessee

Re: Docket No. DMEA-3774 - Mica
John Lewis Biggerstaff
Dycus Mine
Rutherford County, North Carolina
Contract No. Idm-E831

Mr. Laurence: That is one that is to confer some of the shaft sinking to open cut. We have a letter from the Operating Committee asking several questions. 1. We were agreeable to going ahead on trenching. 2. Since the purpose of the trenching was to expose the pegmatite to the extent necessary to choose the most favorable shaft site, was the additional trenching required for exploration...." We consider it was primary exploration although they were recovering mica at the same time. It was not a matter of exposing but of locating a pegmatite. It is really better exploration. We would say it was primary exploration but we do realize that they mined mica while doing it. 3. Letter asks: "Please forward a narrative description as justification preferable with a sketch which shows the pegmatite exposures, when the authorized trench was completed, and also when the unauthorized trenching was finished." It is practically a vertical trench. We think that the work - exploration - was done just as effectively as those with a shaft and we want to pay the footage on the same basis as we would by a 5x7 shaft.

Mr. Houk: Drop us a line on that.

LGHouk:gad 9/7/55
Copy to: Docket
Nonmetallic Minerals

Docket File
Surname: Anderson
Houk
Selfridge
Mittendorf

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 6.0

AUG 31 1955

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

Subject: Docket No. DMEA-3774 - Mica
John Lewis Biggerstaff
Dycus Mine
Rutherford County, North Carolina
Contract No. Idm-E831

Dear Mr. Laurence:

Reference is made to the Field Team Interim Report of August 11, 1955, recommending that an amendment be drafted which permits the deepening of the trench described in Stage I of the contract an additional 25 feet in lieu of 25 feet of shaft described under Stage II work.

In order to give your request due consideration, please furnish the following information:

1. Did your office authorize the proposed changes in the work before starting the deeper trenching?

2. The Interim Report of July 28, 1955, indicated trenching had been successful in exposing the pegmatite for subsequent Stage II work, and the trenching was incomplete. Since the purpose of the trenching was to expose the pegmatite to the extent necessary to choose the most favorable shaft site, was the additional trenching required for exploration or would it be classified in the nature of mining.

3. If you consider the additional trenching should be allowed as exploration, please forward a narrative description as justification preferably with a sketch which shows the pegmatite exposures, when the authorized trench was completed, and also when the unauthorized trenching was finished.

4. Furnish also the additional number of hours of model D-8 Caterpillar tractor-dozer operating time to complete the unauthorized trenching.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (HB)

Approved:

P. F. Yopes (HB)
Member, Bureau of Mines

Thor H. Kiilsgaard (HB)
Member, Geological Survey

WCAnderson:pk 8/23/55
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061

Mr. Houk
Mr. Anderson

R.C.G.

INTERIM REPORT

DMEA-3774, Idn E831 (mica) DYCUS MINE

RECEIVED
SEP - 3 1955

OPERATOR: John Lewis Biggerstaff, Spruce Pine, N. C.

LOCATION: Near the west bank of Sandy Creek, 3.2 miles north-northeast of Ellenboro, Rutherford County, North Carolina

Shaft sinking is underway on this contract, but no measurable progress has been made as far as depth is concerned. Some additional trenching has been accomplished since the last Interim Report, which lowered the open cut an additional 5 feet. Mica recovery was substantial from this work, and 1,000 pounds of mica in bags was observed on the surface. The shaft site is located on the south contact of the body, and will be sunk in pegmatite.

A conventional hoisting rig has been constructed, and muck will be hoisted with a single-drum gasoline-powered hoist. Progress on this contract is satisfactory.

L. E. Shirley

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

K. H. Teague D. H. Amos

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

August 25, 1955

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

August 17, 1955

Mr. John Lewis Biggerstaff

Spruce Pine, N. C.

Re: DMEA-3774, Bycus Mine
Rutherford County, N. C.

Dear Mr. Biggerstaff:

This letter confirms the verbal approval given to you by Mr. Teague on July 13, 1955 to construct a toolhouse, powder magazine and exploder magazine and to begin sinking a shaft.

Very truly yours,

V. J. Lynch, Acting
Executive Officer, DMEA
Field Team, Region V

DMA/zm
cc:
Opr. Com.
Lynch
Shirley
Files

RECEIVED
AUG 19 1955

Mr Kraemer
Mr Anderson

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

August 16, 1955

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Interim Report - Idm-E831, DMEA-3774 (mica) J. L. Biggerstaff. Dycus Mine, Rutherford County, N. C.

Transmitted are four copies of the subject interim report dated August 11, 1955.

The Field Team concurs with the recommendation that an Amendment be prepared to convert shafting to trenching. Will you please prepare such an amendment?

V. J. Lynch
V. J. Lynch, Acting
Executive Officer, DMEA

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

RECEIVED
AUG 18 1955

INTERIM REPORT

DMEA-3774, Idm-E831 (mica) DYCUS MINE

OPERATOR: John Lewis Biggerstaff, Spruce Pine, N. C.

LOCATION: Near the west bank of Sandy Creek, 3.2 miles north-northeast of Ellenboro, Rutherford County, N. C.

Trenching by bulldozer continues on this project, and total depth from original surface is now at 50 feet. Machine time required for work completed to date is in excess of 100 hours, and considerable mica has been produced and sold from work completed. The Field Examiners recommend that all of the additional depth obtained (25 feet) by recent trenching, excluded by contract, be converted by amendment of shaft sinking to trenching.

Trenching completed has exposed a disconformable pegmatite that strikes E-W and dips 60° south. The body is about 40 feet in thickness and is enclosed by a mica schist which strikes northeast and dips steeply SE. Bulldozer work completed under contract lowered an existing shallow cut an additional 25 feet and continued trenching, not authorized by contract, gives a total depth of 50 feet. A shaft site has been spotted along the south contact and sinking is expected to begin in the near future.

Since considerable mica has been obtained from additional trenching, and an additional depth of 25 feet has been gained on the body by this work, the Field Examiners recommend an amendment to convert shafting to trenching to cover the cost of this work.

L. E. Shirley

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

K H. Teague H. H. Amos

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

RECEIVED
AUG 18 1955

August 11, 1955

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1025 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

RECEIVED
AUG 1 9 1955

August 10, 1955

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: DMEA-3774, Idm-E831 (mica) and DMEA-3717, Idm-E820 (mica).

The suggested paragraph to be substituted for the one used in the subject contracts, on which we commented in our July 18 memo., is satisfactory, but it appears to us to be taking the complicated way to do a simple job.

We got along for the past four years with staged contracts with such simple wording as:

"If the Government is of the opinion that the results of Stage I warrant it and it grants prior approval, Stage II shall be performed".(DMEA-3568, Idm-E758, January 20, 1955).

"If the Operator and the Government agree that the results of the drilling in Stage I have established the existence of pegmatite below the old workings, a shaft will be sunk to a meximum depth of 235 feet, including a sump." (DMEA-2739, Idm-E364, July 1, 1952)

"If the results of Stage II are considered favorable by it, the Government will notify the Operator that StageIII is to be undertaken." (DMEA-2840, Idm-E507, April 9, 1953).

Why would not one of these, especially the first, be preferable to the much longer wording suggested? Approval of Stage II no more binds the Government to complete all the proposed work than does approval to begin shaft-sinking on a non-staged project; at any time either may be stopped on recommendation of the field examiners. Our only objection to the wording of the subject contracts was the requirement to approve in advance how much of Stage II was to be done.

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

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

Docket Copy
Surname:
F L Knouse
Martin
Talbert
F L Knouse
Matthewson

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

AUG - 8 1955

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

Subject: Docket No. DMEA-3774 - Mica
John Lewis Biggerstaff
Dyens Mine
Rutherford County, North Carolina
Contract No. Idm-E831

Docket No. DMEA-3717 - Mica
C. R. Phillips & Brown Sparks
Arnold Young Mine
Mitchell County, North Carolina
Contract No. Idm-E820

Dear Mr. Laurence:

This will acknowledge receipt of your memorandum, dated July 18, 1955, commenting on the subject contracts and recommending changes in future two stage contracts that would simplify the administration problems.

Since your recommended changes would approve all the work in succeeding stages of a contract that could be stopped only with a termination agreement approved by this office, the question of time required to deliver such an agreement to the operator would undoubtedly decrease efficiency of contract administration. Therefore, the Legal Division has drafted a paragraph that we believe will make the contract administration problems more flexible, and will replace the one in question (with modifications) in future contracts. This paragraph follows:

> "Unless and to the extent that the Government gives its approval to concurrent performance, the work shall be performed in stages, as indicated below, each prior stage to be completed before the succeeding stage is begun. As soon as a prior stage is completed, or as it nears completion, the operator shall apply to the Government for approval for the performance of the next succeeding stage; and if and to the extent that the Government gives its approval, that work shall be performed. The performance of all work is subject to the provisions of the contract form with respect to 'termination of the Government's obligations'."

We hope the above changes meet with your approval.

Sincerely yours,

Approved:

/s/ Robert W. Geolzer (SHB)
Member, Bureau of Mines

/s/ N. E. Nelson (SHB)
Member, Geological Survey

W. S. Martin
ACTING Chairman, Operating Committee (SHB)

FLKnouse:gad 8/4/55

Copy to: Admr. R. File
Docket (2)
Operating Committee
Mr. Kilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Knouse

Form MF-104 (Rev.) (1952)

Budget Bureau No. 42-R1036.5

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of July, 1955 Docket No. DMEA RECEIVED Contract No. IDM-E 831

Operator's Name John Lwois Biggerstaff Minerals mica

Address Spruce Pine, N.C. AUG 29 1955

Contract Amount, $ 9,288.00 Government Participation: 75 % Amount, $ 6,966.00

ITEMS OF COSTS	FOR OPERATOR'S USE: Monthly Total	Totals Previously Reported	Totals To Date	FOR GOVERNMENT USE ONLY: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent / Short Form Contracts:						
Drilling						
Bulldozing	$925.00	~~$8,288.00~~	925.00			
Crosscutting						
Drifting						
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.	$113.00	—	113.00			
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	$1038.00	—	$1038.00			

I certify that the above bill is correct and just and that payment therefor has not been received.

Date July 31 *Payee Dycus Mining Co.

Per John L. Biggerstaff Title Operator and treas.

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

NOTE.—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.

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 778.50

Signature Helen R. Miller (Authorized Certifying Officer)

Date AUG 25 1955 Vou. No. 39

(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. Idm-F831 in accordance with the terms of the contract.

Signature Henry N. Cinos Title Geologist - USGS Date Aug. 17, 1955

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature V. J. Lynch ACTING Title EXECUTIVE OFFICER ~~DMEA REGION V~~ Date AUG 24 1955

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(*a*) *Form MF–104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(*b*) *Form MF–104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(*c*) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF–104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF–104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF–200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF–200; and delete word "Independent" if the contract reported is on Form MF–200 (A). Also, report work paid for on a unit basis under contract Form MF–200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF–104 when submitted for reimbursable expenses incurred under contract Form MF–200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF–200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF–104 is required to be documented. The four copies of Form MF–104 are not to be thus supported.

Form MF–104 submitted for reimbursement under fixed price contracts on Form MF–200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF–104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

RECEIVED
AUG 29 1955

Month of July 1955 Docket No. DMEA 3774 Contract No. IDM-D 831
Operator's Name John Lewis Biggerstaff Minerals mica
Address Spruce Pine, N.C.

OPERATION	Unit	Costs This Month	Units This Month	Costs to Date	Units to Date	Unit Costs to Date	Authorized by Contract: Units	Authorized by Contract: Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching	hr.	$925.00	50	$925.00	50	$18.50	50	$18.50
Test Pits								
Roads and Trails								
Total Distributed Costs								Total Costs Authorized by Contract
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.		~~113.00~~		$113.00				
Total Costs		1038.00 ~~113.00~~		1038.00				

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this report is correct and complete to the best of their knowledge and belief.

Date July 31 Operator John L. Biggerstaff

Per John L. Biggerstaff Title treasurer

Remarks:

NOTE.—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.

(Instructions on reverse)

(For Government use only)

Henry H. Amos
Geologist, USGS.

INSTRUCTIONS

Preparation of Form MF-104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF-104A has been designed to tie in with Form MF-104 for both monthly and cumulative costs. The "Total Costs" on Form MF-104A for each month should equal the monthly "Total Costs" as reported on Form MF-104. This is also true of the "Total Costs To Date".

In preparing Form MF-104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 872894

RECEIVED
AUG 29 1955

Spruce Pine, N. C.

July 31, 1955

Defense Minerals Exploration Adm.

Room 13 Post Office Bldg.

Knoxville

Tenn.

Re: Docket DMEA 3774
Tycus Mine Mica

Dear Sirs:

The first two days we spent clearing brush and timbers and removing old dumps. The third day we cut into vein materials with little mica showing. During the next three days we found pockets of mica in the vein which we had stripped off approximately 50 ft. x 125 ft. We did not find any true mica streak or vein but got an estimated $2000.00 worth of mica in the various pockets.

Yours very truly,

John L. Biggerstaff

operator and treasurer

RECEIVED
AUG 17 1955
...vey
...vision
Knoxville, Tenn.

RECEIVED
AUG - 8 1955

INTERIM REPORT

DMEA-3774, Idn-E831 (mica) DYCUS MINE

OPERATOR: John Lewis Biggerstaff, Spruce Pine, N. C.

LOCATION: Near the west bank of Sandy Creek, 3.2 miles north-northeast of Ellenboro, Rutherford County, North Carolina

Trenching is nearing completion on this contract, and the operator estimates that another two days of cutting and shaping the cut for natural drainage will complete this phase. Trench work has been successful in that pegmatite exposed has provided a very good picture for subsequent work as Stage II, and a large amount of block mica has been recovered and is still being recovered from trenching. About 4 tons of block mica, averaging $800.00 per ton, has been sold to the GSA Depot, Spruce Pine, N. C., about 1½ tons of block is ready for sale, and several tons of scrap mica, which is selling for about $30.00 per ton, will be sold in the near future.

The trench or open cut has been lowered about 25 feet, and the pegmatite has retained its thickness and mica content to this depth. The operator was instructed to start sinking a shaft about 40 feet from the west end and along the south (hanging wall) contact as soon as trenching is complete.

Progress on this contract has been satisfactory.

L. E. Shirley

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

K. H. Teague D. H. Amos

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

July 28, 1955

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

July 18, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V, Knoxville, Tennessee

Subject: DMEA-3774, Idm-E831 (mica) John Lewis Biggerstaff. Dycus Mine -
and
DMEA-3717, Idm-E820 (mica) C. R. Phillips & Brown Sparks,
Arnold Young Mine.

Enclosed are four copies each of authorizations of Stage II, as required in the two subject contracts.

Please note that exhibit "A" of the contracts provide that "the Operator shall ----- perform so much of the work under Stage II as is approved in writing in advance by the Government." It is obviously impossible to determine in advance how much of Stage II will be needed; therefore the authorizations are worded so as to approve all of Stage II. If it later appears desirable not to complete Stage II, that can be taken core of by a termination agreement.

We suggest that in future two-stage contracts the words "so much" be deleted, and the word "if" substituted for "as is."

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

V. J. Lynch
V. J. Lynch, Member
Bureau of Mines

July 15, 1955

Mr. John Lewis Biggerstaff

Spruce Pine, North Carolina

Re: DMEA-3774, Idm-E831 (mica)
Dycus Mine, Rutherford County, N. C.

Dear Mr. Biggerstaff:

This is your authorization to do the work provided under Stage II of the subject exploration contract, as indicated by Mr. Teague on July 13, 1955.

Very truly yours,

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

RAL/zm
Lynch
Finance Office
Operating Committee-4
Shirley
Files

INTERIM REPORT
On
DMEA-3774, Idm-E831 (mica) Dycus Mine

Operator: John Lewis Biggerstaff, Spruce Pine, North Carolina

Location: Near the west bank of Sandy Creek, 3.2 miles north-northeast of Ellenboro, Rutherford County, North Carolina

Work on Stage I of this project is well under way. Stripping has exposed considerable book mica, thus when Stage I is completed, Stage II will be undertaken.

The project began on July 6, 1955. At the time of the inspection (July 13, 1955) between 25 and 30 hours of dozing had been completed, and an estimated 3000 pounds of block mica recovered.

Pegmatite exposed trends about E-W, dips 60-70° S., crosscuts the enclosing rock, has minimum thickness of 20 feet and a maximum in excess of 30 feet and is weathered. Mica occurs abundantly at the western end where plagioclase feldspar predominates. To the east much potash feldspar and quartz are present as a core. Mica occurs in a wall zone, both north and south of the core. The east end of the pegmatite was not exposed.

Mica associated with the plagioclase is flat, whereas that with potash feldspar and quartz is flat "A" and wedge - "A". The flat mica is of excellent quality, although somewhat clay stained.

The Operator was instructed to locate the shaft about 40 feet from the western end along the south contact when stripping is completed.

Progress on this project has been excellent.

Dated: July 12 and 13th, 1955.

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

and

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

z

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

July 7, 1955

RECEIVED
JUL 11 1955

Memorandum

To: Operating Committee - DMEA - Washington

From: Executive Officer, DMEA Field Team, Region V

Subject: Signed Contracts.

Transmitted are three signed copies each of the following:

DMEA-3774, John Lewis Biggerstaff, Spruce Pine, N. C. (mica)

DMEA-3793, J. R. Beam and John Phillips, Spruce Pine, N. C. (mica)

The usual distribution of the other copies has been made by this office.

Robert A. Laurence

ZM.
cc:
Finance Office
Lynch
Shirley
Files

Docket File
Surname:
Anderson
Dietrich
Talbot
Houk
Hedges
Selfridge
Kilsgaard

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

JUN 28 1955

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

Subject: Docket No. DMEA-3774 - Mica
Lewis Biggerstaff
Dycus Mine
Rutherford County, North Carolina

Dear Mr. Laurence:

Please find herewith the original and five copies of a contract covering the subject exploration project which have been signed by the Government with register number and effective date as shown.

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

After execution of the contract, the copies are to be distributed in the usual manner. Copies of a memorandum from N. E. Nelson of the Geological Survey, dated June 15, 1955, are enclosed.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (SLB)

Approved:

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

Thor H. Kiilsgaard (SLB)
Member, Geological Survey

Enclosures 5

WCAnderson:pk 6/24/55
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

R.C.S.

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

RECEIVED
RECEIVED

June 27, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA - 3774 (mica)

Applicant: Lewis Biggerstaff

Name and Location of Property: Dycus Mine,
Rutherford County, North Carolina

Date of Field Team Report: May 31, 1955

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

Field Team Recommendation: A two-stage exploration program at the cost of $9,538

Comments:

1. This deposit appears to have possibilities for the development of strategic mica.

2. Proposed exploration outlined by the field team is consistent with good engineering practices and estimated costs are in line with other DMEA projects.

Recommendation:

I concur with the field team's recommendation for a two-stage exploration program - first stage $925.00; second stage $8,603.00.

W. F. Dietrich

W. F. Dietrich

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

June 15, 1955

Memorandum

To: Files

From: Walter C. Anderson, Nonmetallic Minerals Division

Subject: Evaluation of application and field examination report
Docket No. DMEA-3774 - Mica
John Lewis Biggerstaff
Dycus Mine
Rutherford County, North Carolina

A contract is recommended.

Mica - In a very wide pegmatite the mica varies in size and quality, from small flat books intergrown with biotite in the eastern outward zone, to a minor amount of small books to the west, to a blocky perthite zone farther west containing an abundant amount of brown books of flat "A" mica up to 8 inches across, to the western outer zone with pale to dark cinnamon brown mica, flat, hard and free from ruling and cracks. Ref: "U. S. Geological Survey Prof." paper 248-D, pp. 278-279, 1953.

Pegmatite - Total thickness not known, but if symmetrically zoned dike, must measure about 240 feet, contains at least four zones complicated by large septa and inclusions of schist, enclosing rock being mica schist. The pegmatite strikes N 20 to E 30 and dips 80° ESE, exposures indicate it is at least 270 feet long.

Old workings - 230 foot adit driven in 1943, in 1944 a shaft deepened to 80 feet and a 60 foot crosscut, all of which are inaccessable.

Method of exploring - The applicant proposes trenching, 60 feet of shaft an and 90 feet of drifts. The Field Team recommends a 2 stage project, No. I a 150' by 50' by 15' trench, If pegmatite is sufficiently rich in strategic mica, Stage II will consist of a 100-foot shaft and 100 feet of drift, all in pegmatite. No rehabilitation costs.

Economics and costs - Field reports they have no information on production from this deposit, but the applicant claims that from $5,000 to $10,000 worth of mica produced during World War II, and $1,000 worth during the past few weeks. A breakdown of applicant's costs for exploration reveals $1,260 for trenching, $50/foot for the shaft and $30/foot for drifts. Field Team costs are in agreement except for the drifts, $35.

The Nonmetallic Minerals Division concurs in Field Team Plan except we should compromise between the applicant's and Field Team's drift costs which amount to $32.50 per foot. This project has the advantage of a 2 Stage contract. The initial cost of trenching is justified to ascertain the extent and mica content of the pegmatite, which appears promising.

Walter C. Anderson

Walter C. Anderson, Mining Engineer

IN REPLY REFER TO:

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

RECEIVED
JUN 16 1955

June 15, 1955

Re: DMEA-3774
Lewis Biggerstaff
Dycus Mine
Rutherford Co., N.C.
$9,538.00 - Mica

Memorandum

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

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

Subject: Review of field examination report

The application says, "Approximately $1,000 worth of mica has been sold from this mine within the past few weeks and my information is that between $5,000 and $10,000 worth of mica was sold from the mine during World War II. Mine workings are readily accessible for examination."

The field examination report says recent work on the east zone at the adit level was not a success, but does not say nor show in the plan map where nor how much work was done. To the extent possible the adit work should be utilized and shaft work shunned.

I concur with the recommendations of the Field Team.

N. E. Nelson

N. E. Nelson

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

June 7, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V, Knoxville, Tennessee

Subject: Field Examination Report, DMEA-3774 (mica) Lewis Biggerstaff, Spruce Pine, N. C. Dycus Mine, Rutherford County, N. C.

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

The deposit appears to show sufficient promise to justify an exploration project, and we recommend approval of a two-stage, unit cost contract as outlined in the report.

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

V. J. Lynch
V. J. Lynch, Member
Bureau of Mines

DMEA
6-15-55

UNITED STATES
DEPARTMENT OF THE INTERIOR

RECEIVED
JUN

On-site Exam. Rpt.

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM
REGION V

DMEA-3774, DYCUS MINE
Rutherford County, N. C.

BY

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

May 31, 1955

6-15-55

FIELD EXAMINATION REPORT
On
DMEA-3774, DYCUS MINE (mica)

RECEIVED
JUN 10 1955

Applicant: Lewis Biggerstaff, Spruce Pine, North Carolina

This mine has been worked at various intervals since about 1914. The major production has been from the outer zone along the west and southwest contact. Previous operations have been mostly near the surface, with the deepest opening reportedly to have been 80 feet. The mica is of excellent quality. There appears to be excellent possibilities for the discovery of a worthwhile "mica shoot" along the western side of the pegmatite. Exploration assistance is recommended, to be conducted in stages.

The deposit was examined on May 3, 1955. Messrs. Lewis Biggerstaff and his father, Linzley Pendley, and Frank Phillips, accompanied the examiners on the inspection which required two hours. On May 31, 1955 Mr. Biggerstaff and C. O. Dycus, owner of the surface rights, met the examiners on the property to clearify property lines.

The Dycus Mine is near the west bank of Sandy Creek, 3.2 miles north-northeast of Ellenboro, Rutherford County, North Carolina. Access is good at all times.

The applicant appears capable of conducting the proposed work. Property description as given in No. 3 on the application is in error. We understand that the description shown on the lease is correct. The following description is the correct one:

In Colfax Township, Rutherford County, N. C., and beginning at the southwest corner of the bridge over the Sandy Run Creek and runs up Sandy Creek N. 33 W. 253 feet to a poplar in old line; then S 73. W. 527 feet to a stake in old line; thence due south 290 feet to a stake in old line; S. 86 E. with old line 520 feet to road; thence with road N. 13 E. 200 feet; N. 39 E. 110 feet to Beginning and containing 6 acres.

There are no facilities on the property; however, a single phase power line crosses the property. The following description is taken from Part 5. "Shelby-Hickory District, North Carolina," Mica Deposits of the Southeastern Piedmont, Proff. Paper 248-D, pp. 278-279, 1953:

"The country rock is mica schist with minor interlayered hornblende gneiss and quartz-mica-sillimanite schist. The foliation strikes slightly east of north and dips moderately to steeply east. A mass of granitic intrusive rock is exposed in the tunnel 48 ft. west of the adit portal (see map), where it strikes N. 20° to 30° E. and dips 80° ESE. A 5- to 7- ft. layer of medium-grained quartz monzonite that lies west of the contact consists of microline, plagioclase, muscovite, biotite, and quartz. Along the contact with the schist is a fairly continuous 1 to 2 inch layer of feldspar and quartz, and between it and the main quartz monzonite mass is a fringe of biotite books 1/4 to 1 inch across. The feldspar-quartz rock also forms a tongue that extends eastward into the schist.

Irregular layers and pods of coarse-grained quartz-feldspar-muscovite pegmatite are enclosed in the quartz monzonite. The irregular contact between the quartz monzonite and the main pegmatite mass trends north-northeast, and its general position is shown on the attached map.

The main pegmatite body is very large. Its total thickness is not known, but if it is a symmetrically zoned dike it must measure about 240 feet from wall to wall. It appears to contain at least four zones that are complicated by many large septa and inclusions of schist. The outer zone exposed in the adit is about 10 ft. thick and consists chiefly of plagioclase and quartz. West of it is a 15 - to - 20 ft. zone of plagioclase-perthite-quartz-muscovite pegmatite. Flat books of mica occur with both the potash feldspar and the plagioclase, and some are associated with masses of white quartz a foot or less in length. Most of the books are less than 2 inches across, and some are intergrown with biotite.

West of the mica-bearing pegmatite is an 80- to 90- ft. zone of medium-grained plagioclase-perthite-quartz pegmatite that contains minor amounts of muscovite in small books. Slabby inclusions of schist and quartz monzonite as much as 10 ft. long are abundant. Still farther west is a zone of blocky perthite and massive quartz. Some of the perthite crystals are 5 ft. in diameter. Most of the quartz bodies are surrounded by 1 to 1 1/2 in. layers of plagioclase, and brown books of flat-A mica are locally abundant. Some of these are as much as 8 inches in diameter. If exposures were more complete, it might be possible to subdivide this inner zone into a discontinuous quartz core and an intermediate zone rich in very coarse, blocky perthite. Medium-grained plagioclase-perthite-quartz pegmatite is exposed in the inner 13 feet of the adit.

The general concordance of the contacts, between quartz monzonite and schist and between quartz monzonite and pegmatite, the detailed irregularity of the contact between quartz, monzonite and pegmatite, and the close association and mineralogic similarity of igneous rocks are genetic associates. The granite may have been only partly crystallized when the pegmatite was emplaced.

The mica that occurs in the outer zone is pale to dark cinnamon brown, flat, hard, and almost free from ruling and cracks, but the books exposed in the adit are rather small. The mica in the inner zone is distinctly larger and is marked by "A" structure. Many of the books would yield trimmed sheets 2 by 2 in. or larger. They are brown, locally with gratinglike patterns of yellowish-olive and brown bands, and most are not badly ruled or cracked.

Most of the mining from the old shafts apparently was done in the blocky perthite zone. It is possible that a shoot rich in large, flat books of mica may occur in plagioclase-rich pegmatite near either the east or west wall of the deposit. The mica-bearing zone near the east wall could be explored from the adit without much difficulty." This has been done recently, without success.

"Linsely Pendley and others worked the deposit intermittently for many years by means of shafts, and in the spring of 1943 Frank Watson and Williams drove a 230-ft. adit westward into the hillside. It was abandoned when the bottom of an old muck-filled opening was encountered. During the fall of 1943 and the spring of 1944, M. W. Thomas, of Spruce Pine, sank a

60-foot shaft, drove a 63-foot crosscut northwestward from it, and then deepened the shaft to 80 feet. He is said to have abandoned work because of a strong flow of ground water."

There is no information on production from this deposit.

The Examiners believe that the deposit warrants exploration. We recommend that a trench be cut along the western and southwestern contact. This trench should be 150' x 50' x 15'. If pegmatite is sufficiently rich in strategic mica exposed by this trenching, an 100-foot shaft should be sunk on the most promising part and 100 feet of drift be driven from the shaft.

Estimated Cost:

Stage I - Cut bulldozer trench 150' x 50' x 15' using D-8 or equivalent dozer.

50 hours @ $18.50 per hours	$925.00

Stage II -

Toolhouse	75.00
Exploder magazine	25.00
Powder "	13.00

Sink 100-foot, 2-compartment shaft

Labor:		
1 - miner @ $1.50/hr.	$720.00	
1 - hoistman @ $1.25/hr.	600.00	
2 - laborers @ $1.00/hr.	960.00	
Equipment: (rental)		
Compressor and drill @ $220/mo.	640.00	
Hoist @ $50/mo.	150.00	
Electric Pump @ $20/mo.	60.00	
Supplies:		
Explosives	300.00	
Drill steel	150.00	
Timber, 8 M. b. f. @ $65/M	520.00	
Gasoline and oil	200.00	
Small tools and pipe	150.00	
Miscellaneous	200.00	
Insurance and Social Security	350.00	$ 5,000.00

Drive 100 feet of drift (50 shifts) — 2'

Labor:	
1 - miner @ $1.50/hr.	600.00
1 - hoistman @ $1.25/hr.	500.00
2 -laborers @ $1.00/hr.	800.00

Equipment (rental)

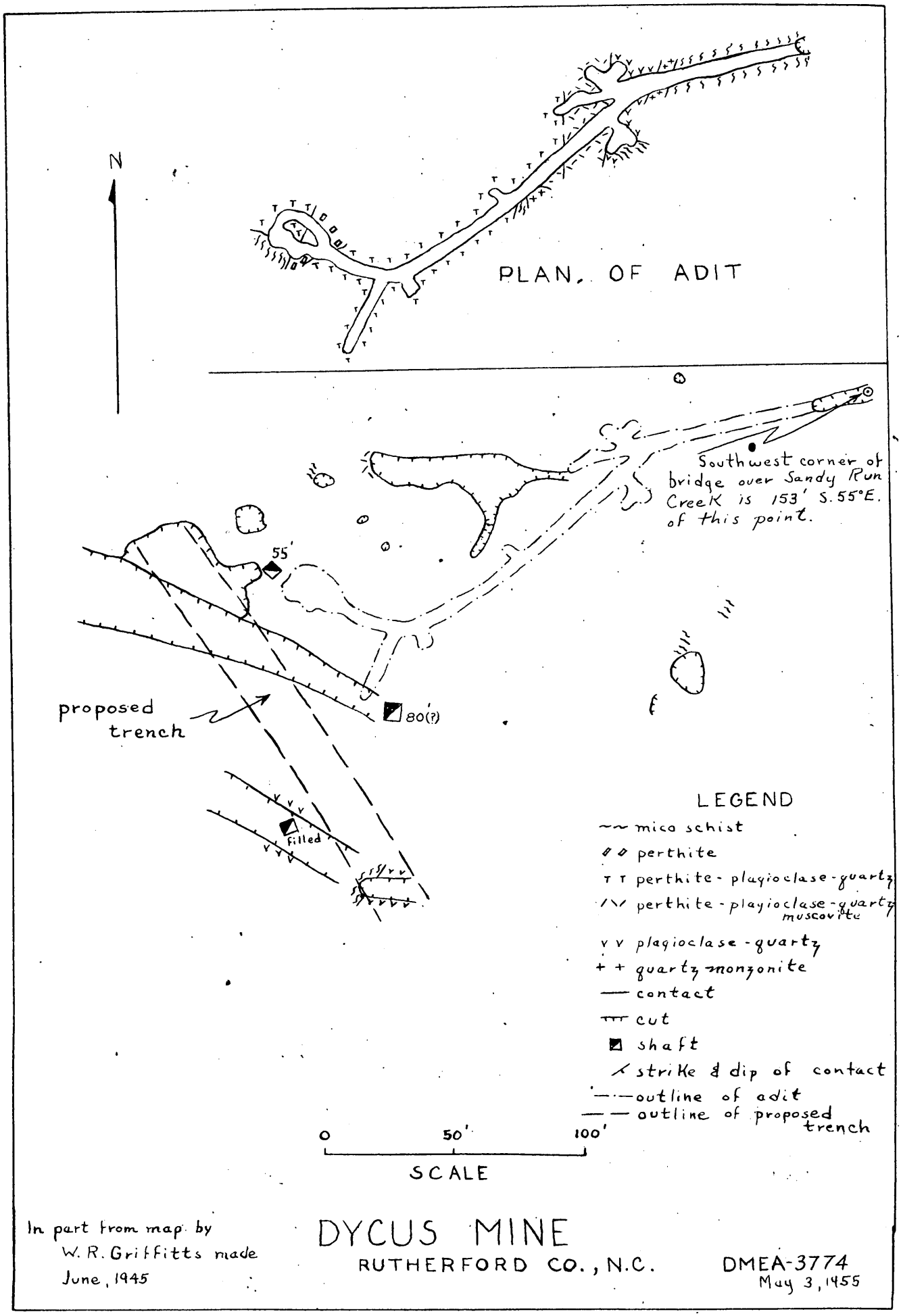
Compressor, drill and jackleg @ $230/Mo.	$575.00	
Hoist @ $50/Mo.	125.00	
Electric pump @ $20/Mo.	50.00	
Supplies:		
Explosives	300.00	
Drill steel	150.00	
Gasoline and oil	150.00	
Small tools	100.00	
Miscellaneous	50.00	
Insurance and Social Security	100.00	
		$3,500.00

Total Estimated cost..... $9,538.00

Examined: May 31, 1955

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

z



In part from map by W. R. Griffitts made June, 1945

DYCUS MINE

RUTHERFORD CO., N.C.

DMEA-3774

May 3, 1955

DOCKET FILE
Surname:
Anderson
Houk
Martin
Johnson

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

600

MAY - 4 1955

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

Subject: Docket No. DMEA-3774 - Mica
Lewis Biggerstaff
Dycus Mine
Rutherford 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 E. L. Newcomb of the Geological Survey, dated April 25, 1955, and from Donald R. Irving of the Bureau of Mines, dated April 26, 1955, are enclosed for your information.

Sincerely yours,

W. S. Martin
ACTING Chairman, Operating Committee (DHB)

Approved:

M. E. Volin (DHB)
Member, Bureau of Mines

/s/ R. D. Trace (DHB)
Member, Geological Survey

Enclosures 4

WCAnderson:ad 5/2/55
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

R.C.B.

DOCKET FILE
Surname:
Anderson
Houk
Trace
Volin
Martin

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

600

MAY - 4 1955

Mr. Lewis Biggerstaff

Spruce Pine, North Carolina

Re: Docket No. DMEA-3774 - Mica
Lewis Biggerstaff
Dycus Mine
Rutherford County, North Carolina

Dear Mr. Biggerstaff:

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,

Frank E. Johnson

ACTING Administrator

WCAnderson:ad 5/2/55
Copy to: Admr. R. File
Docket
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

R.C.

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

April 29, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From; Executive Officer, DMEA - Region 5, Knoxville, Tenn.

Subject: DMEA-3774, Application of Lewis Biggerstaff. (mica)

Transmitted are six copies of Form MF-203 on the subject application, mailed to your office April 12, 1955.

Robert A. Laurence

Robert A. Laurence

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

April 26, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA-3774 (mica)

Applicant: Lewis Biggerstaff

Name and Location of Property: Dycus Mine
Rutherford County, North Carolina

Date Application Rec'd. by Br. of Ceram. & Fert. Mat.: April 15, 1955

Comments:

1. The application is inadequate to determine the location of the property, geologic features, and any other features to assist a preliminary appraisal.

2. Although it would be desirable for the applicant to furnish more complete information, it appears that a visit by an examiner would furnish more useful data.

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.

Donald R. Irving

Donald R. Irving

Anderson

IN REPLY REFER TO:

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

April 25, 1955

Re: DMEA-3774
L. Biggerstaff
(Dycus Mine)
Rutherford Co., N.C.
$6,960 - Mica

Memorandum

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

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

Subject: Review of application

The applicant's proposal to sink a 60 foot shaft and drive 90 feet of drift is not justified by material presented in the application.

If $1,000 worth of mica has been produced and sold in recent weeks, the property may warrant DMEA assistance. However, purchase certificates, a suitable map, etc. should be requested from the operator. I do not recommend a field referral be made at this time. In the event more substantiating evidence is submitted, then the possibility of a field referral should be given further consideration.

E. L. Newcomb

E. L. Newcomb

one copy of mining
lease received

April 15, 1955
Subject: DMEA 3774
Re: Exploration Assistance
Dycus Mine

Mr. John Lewis Biggerstaff
Spruce Pine, North Carolina

Dear Mr. Biggerstaff:

The receipt of your application dated April 11, 1955 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA 3774 and referred to the Nonmetallic 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

April 15, 1955

Memorandum

To: Executive Officer, DMEA Field Team, Region V

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 V.

DMEA-3774 John Lewis Biggerstaff

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

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

April 12, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA Field Team, Region V - Knoxville

Subject: Application: Lewis Biggerstaff, Spruce Pine, N. C. (mica)

Transmitted are three copies of the subject application with a copy of the lease attached.

Robert A. Laurence

Robert A. Laurence

April 12, 1955

Mr. Warren G. Pritchard

Spruce Pine, North Carolina

Dear Mr. Pritchard:

The application of Lewis Biggerstaff for an exploration contract at the Dycus Mine, accompanied by a copy of the lease has been forwarded to our Washington office, in accordance with established procedure. Mr. Biggerstaff will be notified in advance, if an examination is to be made.

There are enclosed seven copies of form MF-203, Owner's Consent to Lien. Please return six copies to me, with the owner's signature and mailing addresses. The seventh copy is for the owners.

Very truly yours,

Robert A. Laurence

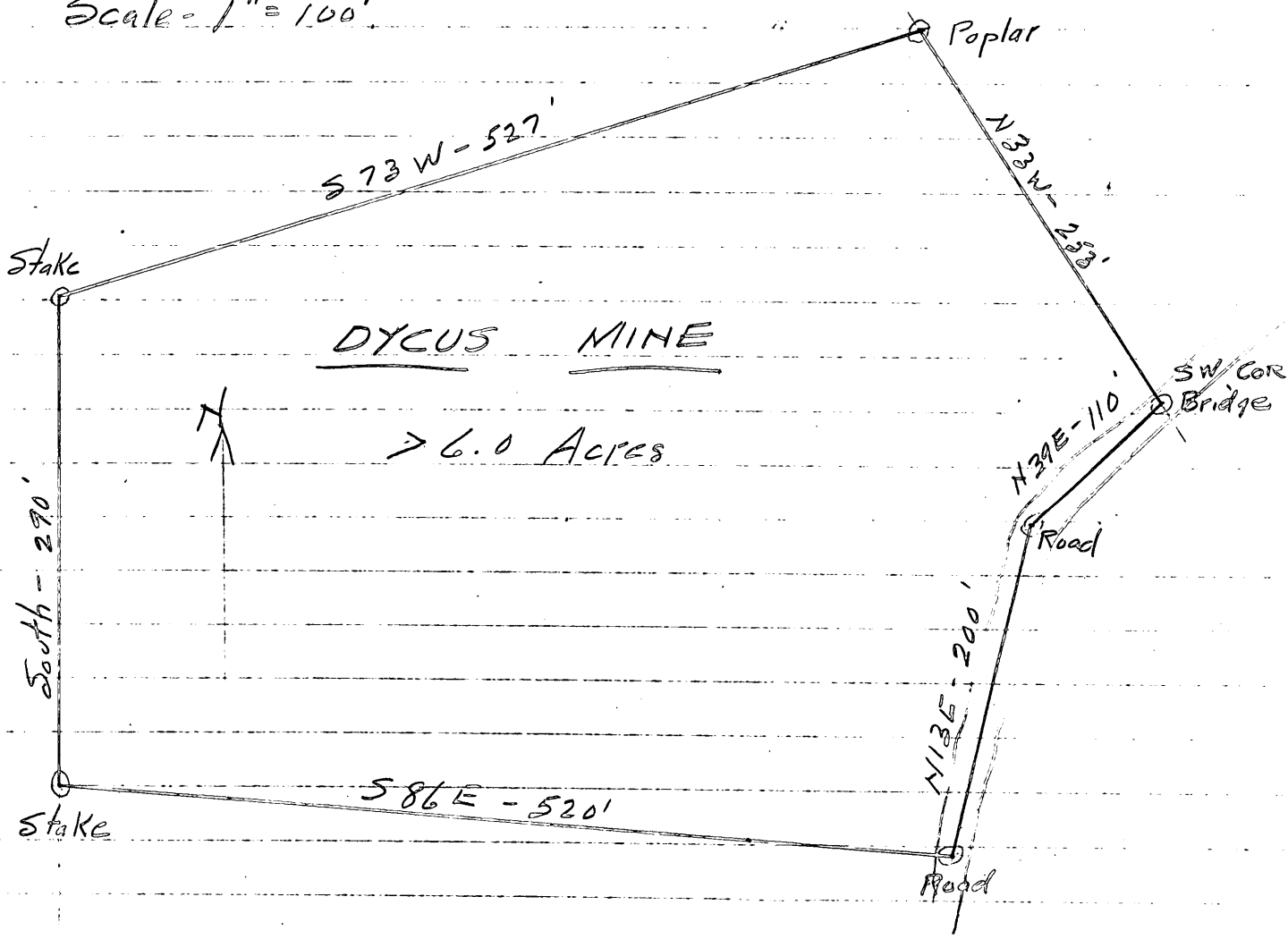
RAL/sm

Opr. Com.2
Lynch
Shirley
Files

DMEA 3774

Lewis Biggerstaff.

Scale - 1" = 100'



550
400
43) 220000 (> 6.0 acres