MINING LEASE SENT TO FIELD WITH
CONTRACT FOR CORRECTION OF
LAND DESCRIPTION TO COINCIDE
WITH THAT OF CONSENT TO LIEN.

MS

(SENT OUT 4/10/86)

DMEA 3922

DOCKET INDEX

ACTION DOCUMENTS

1. APPLICATION DATE RECEIVED 7-29-56

2. CONTRACT DATE 4-10-56

3. TERMINATION AGREEMENT: DATE

   a. Mutual (with/without repayment provision).
   b. Unilateral.
   c. Amendment with automatic termination clause and with/without repayment provision.

4. CERTIFICATION DATE

5. AUDIT REPORT DATE

6. AMENDMENTS - NUMBERS DATE

Docket Copy

RECEIVED
APR 26 1956

MF-200A
(Revised June 1954)

Docket No. DMEA 3922

Commodity Mica

Contract No. Idm-E 941

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

It is agreed this APR 10 1956 day of ....., 195...., between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and [2] Brown McKinney, whose mailing address is Bakersville 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 Mitchell, 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 ....., page ....., 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: Royalty as set forth in the lease.

(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 of Owner

[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."

16—70618-1

(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 Strategic Mica. The work to be performed is described in Exhibit "A." The Operator on or before MAY 16 1956 shall commence the work, and on or before September 30, 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 $5,080.00 The Government will contribute 75 percent of the fixed unit costs as work is performed, in a total sum not in excess of $3,810.00: *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

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.*—

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

BROWN McKINNEY
(Operator)

By C. J. Mittendorf
Administrator, Defense Minerals
Exploration Administration

Chambers Indrich Sturgis 4/3/56
"Appd. Sol. Off."
Hart F. J. Moore

By Brown McKinney

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] Selfridge

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

RECEIVED
APR 26 1956

EXPLORATION PROJECT CONTRACT
BROWN McKINNEY
DOCKET NO. DMSA-3922

ANNEX I

The land referred to in Article 2 of the Contract is situated in Snow Creek Township, Mitchell County, North Carolina, and is more particularly described as follows:

> Beginning on a stake in the line of Callie Willis on the W. side of the ridge and runs N. about 30° East 500 ft. to Wm. Willis corner; thence S. 80° E. 800 ft. to the line of John Hoyle; thence S. 30° W. with the line of John Hoyle 500 ft. to the line of Callie Willis; thence N. 80° W. 800 feet with the line of Callie Willis and N. T. Willis to the beginning corner. Said tract is known as the J. K. Irby mica mine and contains approximately seven acres more or less.

MF-203
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA-
Contract No. Idm-E 941
Contract Date APR 1 0 1956

Re: DMEA-3922-Mica

RECEIVED
MAR 2 6 1956

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Mitchell, State of North Carolina, described as follows:1/ Beginning on a stake in the line of Callie Willis on the W. side of the ridge and runs N. about 30 East 500 ft. to Wm. Willis corner; thence S. 60 E. 800 ft. to the line of John Hoyle; thence S. 30 W. with the line of John Hoyle 500 ft. to the line of Callie Willis; thence North 60 West 800 feet with the line of Callie Willis and E. T. Willis to the beginning corner. Being in Snow Creek Township and known as the J. K. Irby mic. mine and containing approximately seven 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/

None

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 July 25th, 1955, and recorded in book _____ page _____ official records of said County," (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 23rd day of January, 1956.

E. T. Willis [Seal]

_____ [Seal]

_____ [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]

E. T. Willis, Bakersville, N. C., Rt. #3

(owner)

RECEIVED
APR 2 3 1963

EXPLORATION PROJECT CONTRACT
BROWN McKINNEY
DOCKET NO. DMMA-3922

EXHIBIT "A"

Description of the Work

The work, which is shown in part on the map entitled, "Sketch of J. K. Irby Mine, Mitchell Co., N. C. DMMA-3922 (mica)" attached hereto and made a part hereof, shall be performed in two stages. The Operator shall perform all of the work specified as Stage I, and as much of Stage II as is approved by the Government in writing.

The work shall consist of the following:

Stage I

1. With a Model D-8 or equivalent bulldozer excavate a trench 100 feet by 30 feet by 6 feet along the strike of pegmatite. This will involve removing approximately 666 2/3 cubic yards of rock.

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 doors shall be securely locked with the equivalent of a 5-tumbler jaryproof lock.

2. Sink a two-compartment shaft, having minimum cross-sectional dimensions of 5 feet by 7 feet in the clear of timber, a distance of 30 feet.

3. From the shaft, drive 80 feet of drift and/or crosscut, having minimum cross-sectional dimensions of 5 feet by 7 feet in the clear of timber.

All work performed shall be not less than 50 feet from property boundary.

All work shall be timbered as necessary.

The shaft shall be sunk on the pegmatite where practicable.

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

Fixed Unit Costs

Stage I

1. Bulldozing 666 2/3 cubic yards @ $0.37½/cu. yd. (rounded) $ 250.00

Stage II

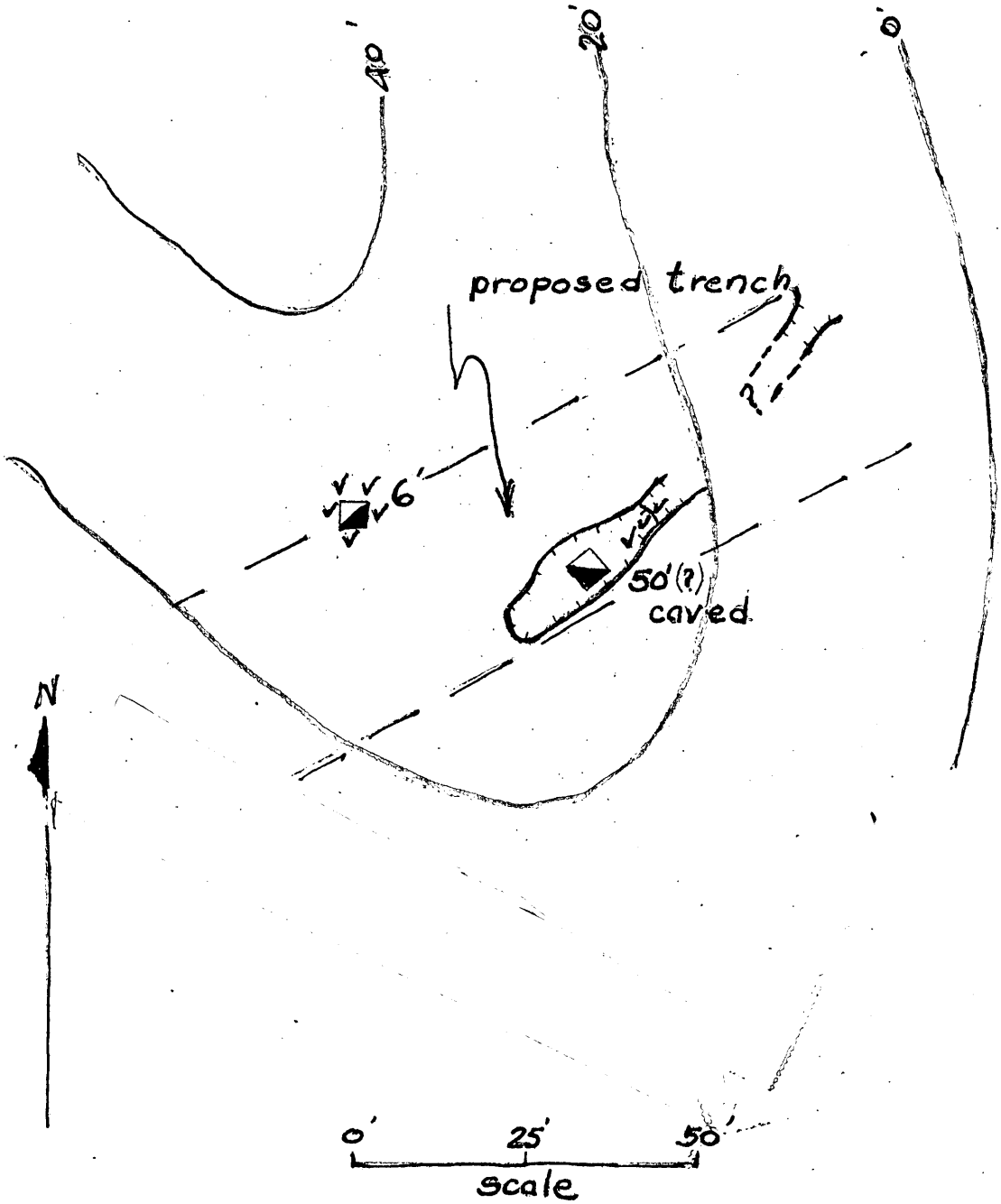
1. Construct: Toolhouse 1/ 75.00
   Powder Magazine 1/ 85.00
   Exploder Magazine 1/ 14.00

2. Sink 30 feet of shaft @ $41.00/ft. 2,090.00

3. Drive 80 feet of drift and/or crosscut @ $32.80/ft. 2,624.00

Estimated Total Cost of Project	$5,080.00
Government Participation @ 75%	$3,810.00

1/ The completed work constitutes the unit.



SKETCH OF
J.K. IRBY MINE
MITCHELL CO., N.C.

DMEA-3922 (mica)
Aug 24 1953

Docket Copy
Surname:
Hopkins
Houk
Talbott
Selfridge
Johnson

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

Mr. Brown McKinney

NOV 14 1956

Bakersville, North Carolina

Re: Docket No. DMEA-3922-Mica
Brown McKinney
The J. K. Irby Mica Mine
Mitchell County, North Carolina
Contract No. Idm-E941

Dear Mr. McKinney:

Reference is made to your completed exploration contract with the Government.

We sincerely regret that the work performed did not result in a certification of discovery or development under the provisions of the contract. In the absence of such certification, the Government retains no claim or lien against the property subject to the contract or any future production therefrom. We, therefore, are closing our books and records on this project. Your attention, however, is called to the provisions of the contract which require the operator to keep and preserve certain records for the period indicated.

Your interest in the DMEA exploration program and participation therein are fully appreciated.

Sincerely yours,

C. O. Mittendorf (for)

Administrator

JHopkins:gad 11/6/56
Copy to: Admr. R. File
Docket
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Chambers

Docket Copy
Surname:
Hopkins
Houk
Tolbert
Selfridge
Johnson

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

NOV 14 1956

Mr. E. T. Willis
Route #3
Bakersville, North Carolina

Re: Docket No. DMEA-3922-Mica
Brown McKinney
The J. K. Irby Mica Mine
Mitchell County, North Carolina
Contract No. Idm-E941

Dear Mr. Willis:

Reference is made to the Consent to Lien which you executed on January 23, 1956, in connection with the DMEA contract for an exploration project on your property located in Mitchell County, North Carolina.

For your information, there is enclosed a copy of our letter of this date to Mr. Brown McKinney advising that the Government retains no claim or lien against the property described in the contract or on any future production therefrom.

Sincerely yours,

C. O. Mittendorf

Administrator

Enclosure

JHopkins:gad 11/6/56
Copy to: Admr. R. File
Docket
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

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

Project Summary Report

By: James Hopkins JH November 16, 1956

1. Docket No. DMEA-3922-Mica
J. K. Irby Mine
Mitchell County, North Carolina

Application: Dated July 25, 1955

Operator: Brown McKinney
Bakersville, North Carolina

Operator's Property Rights: Lessee of Mineral Rights owned by E. T. Willis

2. Contract: Dated April 10, 1956

Work authorized:

Stage I	
1. Bulldoze strike trench	$250.00
Stage II	
1. Construct: Toolhouse, Exploder and Powder Magazines	116.00
2. Sink 50 feet of shaft @ $41.80	2,090.00
3. Drive 80 ft. of drift and/or crosscut @ $32.80	2,624.00
Estimated Total Cost of Project	$5,080.00

Work completed:

Stage I	
1. Bulldoze strike trench	$250.00

No further work was authorized or approved.
Work began on May 9, 1956, and was completed May 10, 1956.
Final Field Team Report dated August 14, 1956.
Final Operator's Report dated May 16, 1956.
No mica was recovered.
There were no sales; hence no royalties are due.

3. Audit: Report of Review dated August 28, 1956

Total cost as billed by Contractor	$250.00
Exceptions	None
Total accepted cost	$250.00
Government participation @ 75%	$187.50

4. Certification: None issued.

5. Comments:

A strike trench was excavated, and only small blebs of pegmatite were uncovered.

The project was established to explore a pegmatite not satisfactorily exposed.

Exploration was recommended on the basis of strategic mica found in old dumps and as float.

Two pegmatites occur on the property.

Considerable massive quartz suggested that one of the pegmatites was zoned.

The country rock is hornblende gneiss.

The mica found on dumps was greenish brown, flat and free splitting. Some is considerably stained.

The pegmatites exposed by bulldozing are small discontinuous concordant lens and several small discordant masses enclosed in highly weathered biotite gneiss.

The little muscovite seen was identical with that seen on dumps.

No body of commercial mica was uncovered

There was no production and there are no reserves.

The work was completed in a satisfactory manner.

Because there was no pegmatite of any size or continuity exposed by the strike trench in Stage I, the Field Team did not approve Stage II.

The Nonmetallic Minerals Division concurs in the termination of the project when Stage I was completed.

The Commodity Divisions of the Bureau of Mines and the Geological Survey also concur.

James Hopkins
Nonmetallic Minerals Division

IN REPLY REFER TO:

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

RECEIVED
OCT 22 1956

October 19, 1956

Re: DMEA 3922, Idm-E 941
Brown McKinney
J. K. Irby Mine
Mitchell Co., N. C.
$5,080 - Mica

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 $5,080 for the exploration of a pegmatite by bulldozing, shaft sinking and drifting-crosscutting. Little information was given concerning the pegmatite, altho it had been prospected by a reported 50-foot shaft and several pits.

The stripping by bulldozer disclosed not one pegmatite but several small discordant masses (lenses). Little mica accompanied the lenses. Work was stopped only $250.00 having been spent.

The examiners and the Field Team recommend that no certification be made.

I concur with the recommendation.

N. E. Nelson

N. E. Nelson

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

August 21, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA-3922 (mica)

Applicant: B. McKinney

Name and Location of Property: J. K. Irby Mine, Mitchell County, N. C.

Contract Number: Idm-E 941

Date of Field Team Report: 8/14/56

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 8/20/56

Field Team Recommendation: Recommend no certification of discovery.

Comments:

1. No continuous mica-bearing pegmatite was exposed during bulldozing (Stage I).
2. Stage II was not approved.
3. Expenditures -

Total approved	$5,080.00
Total cost	250.00
Gov't. share of the cost	187.50
Value of production during operation	None

Recommendation:

I concur with the recommendation of the field team for no certification of discovery.

W. F. Dietrich

W. F. Dietrich

RECEIVED
AUG 22 1956

ACTION ON INF
OR FINAL FIELD TEAM REPORT
Date 8-21

Referred to:

1. ~~Mrs. Mattendorf~~
2. ~~Mr. Johnson~~
3. ~~Mr. Chambers~~
4. Docket Control Mails and Files
5. _____ Division
6. Docket Control Mails and Files

Note comments in report regarding:

1. Finished!
2.
3.
4.

and take apropriate action.

- - - - - - - - - -

Action taken by Division:

Robert E. Adams

3922

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 425 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

August 14, 1956

Memorandum

To: Operating Committee DMEA - Washington

From: DMEA Field Team - Region V - Knoxville

Subject: Field Team Final Report - DMEA-3922, Idm-E941
Brown McKinney, Bakersville, N.C.
J.K. Irby Mine (mica) Mitchell County, N.C.

Enclosed are four copies of the subject report, which was terminated by non-approval of Stage I. (2)

Although the branching trench which was excavated differed slightly in form from the single strike trench shown on the contract map, it adequately explored the same ground and established the fact that there was not enough mica-bearing pegmatite at this Prospect to justify any further work.

Certification is not recommended.

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

Reviewed by
DMEA OPERATING COMMITTEE
8-20-56
(date)

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

RECEIVED
AUG 16 1956

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT
DMEA FIELD TEAM, REGION V

DMEA-3922 (mica) J.K. IRBY MINE
Mitchell County, N.C.

BY

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

and

A. L. Peyton, Mining Engineer
U. S. Bureau of Mines

Provided by
DATA GENERATING CONTROL
8-20-56

Aug. 14, 1956

FINAL REPORT

DMEA-3922, Idm-E941 (mica) J.K. IRBY MINE
Mitchell County, N.C.

Operator: Mr. Brown McKinney, Bakersville, N.C.

Location: 4000 ft N 28° W from Wing, Mitchell County, N. C., It is on the lower slopes of Big Ridge, the southeastward extension of Burns Mountain.

Summary:

A two-stage exploration contract was executed April 10, 1956. Stage I bulldozing started May 9, and was completed May 10, 1956. Only an occasional isolated small lense or blob of pegmatite was exposed. No continuous structures of any sort were cut by the bulldozing. The project was terminated at the end of Stage I. Only expenditures were for bulldozing. No certification is recommended.

Introduction:

The contract site is on a flat southeast -trending ridge nose at the edge of a cornfield. Several old pits and a reported 50-ft shaft were at the site. The reported depth of the shaft is doubtful since no pegmatite of any size was cut in the bulldozing and there was very little dump material present.

The contract bulldozing consists of a N 5° E trending trench 110 ft long, 16 to 30 ft wide (average 20') and an average of 8 feet deep. A connecting N 68° E trending cut, 95 ft long, 12 ft wide and 3 ft deep was cut at the property line. Bulldozing was hampered by the close proximity of the property line (see map). A total of about 778 cu.yds. was excavated under Stage I. A total of 666 2/3 cu.yds of material was allowed under the contract.

RECEIVED
AUG 16 1956

No equipment or supplies were bought or buildings constructed under the contract.

Geology:

The pegmatitese exposed by the bulldozing are small discontinuous concordant lens and several small discondant masses enclosed in a badly weathered biotite-hornblende gneiss whose foliation strikes roughtly N 40 to 60° E and dips 50 to 80° SE. Pegmatite material consists predominantly of weathered sodic plagioclase, disseminated quartz, and musoovite. Textures range from extremely fine-grained material ~~to~~ in the discordant masses to medium coarse-grained pegmatite in the one lens. The little muscovite seen is greenish-brown, flat, and somewhat mineral stained.

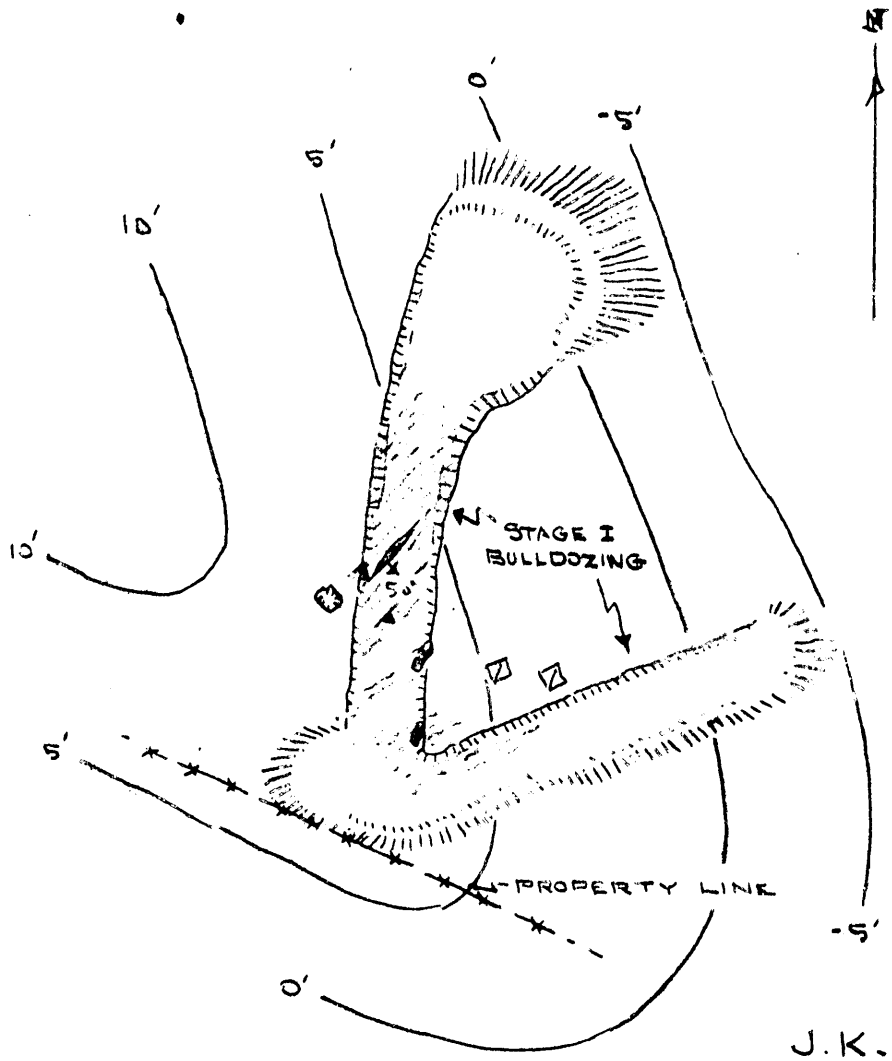
Conclusions: No pegmatite of any size or continuity were exposed under Stage I., and approval of Stage II was not given. About 778 cu.yds. of material was ~~excavated~~ excavated,111 1/3 cu.yds in excess of the amount allowed under the contract. No muscovite was recovered under the contract, and no reserves are indicated. Work completed under the contract was done in an efficient and satisfactory manner.

Expenditures:

Total approved:	$5,080.00
Total cost of Project.....	250.00
Government share of cost.....	187.50
Government share unexpended...	3,622.50
Value of production.....	none

A. L. Peyton, Mining Engr.
U. S. Bureau of Mines

S. C. Bergman, Geologist
U. S. G. S.



J.K. IRBY MINE

MITCHELL COUNTY, NORTH CAROLINA

DMEA-3922 Idm-E941
(MICA)

SCALE: 1" = 40'

LEGEND

- PEGMATITE
- BIOTITE-HORNBLENDE GNEISS
- EXCAVATION
- DUMP
- FENCE LINE

8/56

RECEIVED
AUG 16 1956

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

RECEIVED
MAY 16 1956

May 14, 1956

Mr. Brown McKinney

Bakersville, North Carolina

Re: DMEA-3922 - Mica
J. K. Irby Mine
Mitchell County, North Carolina

Dear Mr. McKinney:

The dozer trenching in Stage I of the contract failed to reveal sufficient mineralization to continue exploration work. Therefore Stage II of the contract will not be authorized.

Very truly yours,

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

VJL/mg
cc
Operating Committee (3)
Lynch
Shirley
Files

ACTION ON INTERIM 3924
OR FINAL FIELD TEAM REPORT

Date 5-18

Referred to:

1. ~~Mr. Mittendorf~~
2. ~~Mr. Johnson~~
3. ~~Mr. Chambers~~
4. ~~Docket Control Mails and Files~~
5. [illegible] Division
6. Docket Control Mails and Files

Note comments in report regarding:

1. Termination recommended
2.
3.
4.

and take appropriate action.

- - - - - - - -

~~Action taken by Division:~~

Terminated

Robert E. Adams

RECEIVED
MAY 18 1956

INTERIM REPORT

DMEA-3922, Idm-E941 (mica), J. K. IRBY MINE

Operator: Brown McKinney, Bakersville, N. C.

Location: 0.8 airline miles N. 32° W. of Wing, Mitchell County, N. C.

The operator completed Stage I without exposing sufficient pegmatite to justify starting Stage II. The field examiners recommend termination of the contract due to lack of pegmatite to sink on.

Inspected: May 10, 1956

A. L. Peyton

A. L. Peyton, Mining Engineer
Bureau of Mines

A. R. Taylor / for

S. C. Bergman, Geologist
Geological Survey

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

RECEIVED
APR 23 1956

April 24, 1956

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Signed Contract - Idm-E941, DMEA-3922, Brown McKinney
J. K. Irby Mine, Mitchell County, N. C.

Transmitted are three signed copies of the subject contract.

The usual distribution of the other copies has been made.

Robert A. Laurence

Robert A. Laurence

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

April 13, 1956

RECEIVED
APR 16 1956

Mr. Brown McKinney

Bakersville, N. C.

Re: DMEA-3922 (mica) J. K. Erby Mine
Mitchell County, N. C.

Dear Mr. McKinney:

We have a contract prepared which will provide for the exploratory work at the J. K. Erby Mine. However, the description of the land as given on the Consent to Lien differs from that given in the lease.

I am returning to you a copy of the lease with the incorrect description. Please have it corrected (or write a new one) to agree with the description on the Consent to Lien, which is as follows:

" BEGINNING on a stake in the line of Callie Willis on the W. side of the ridge and runs N. about 30° East 500 ft. to Wm. Willis corner; thence S. 80° E. 800 ft. to the line of John Hoyle; thence S. 30° W. with the line of John Hoyle 500 ft. to the line of Callie Willis; thence N. 80° W. 800 feet with the line of Callie Willis and E. T. Willis to the BEGINNING corner. Said tract is known as the J. K. Irby mica mine and contains approximately seven acres more or less."

When we receive the corrected copy of the lease (with any changes signed or initialed by Mr. E. T. Willis), I will forward the contract for your signature.

Very truly yours,

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

MAL/sm
cc:
Lynch
Shirley
Files
Opr. Com.-

DOCKET COPY
Surname:

Hopkins
Houk
Chambers
Selfridge
Johnson
Mathews

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 603

APR 10 1956

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

Re: Docket No. DMEA-3922-Mica
Brown McKinney
The J. K. Irby Mica Mine
Mitchell County, North Carolina

Dear Mr. Laurence:

Enclosed are the original and five copies of a proposed contract which have been signed by the Administrator for the Government with effective date as shown. Attachments to the contract are Annex I, Consent to Lien, Exhibit "A" (2 pages) and map of the J. K. Irby Mine. Two extra copies of Annex I, Exhibit "A", and the map are enclosed for the use of the Field Team. Also enclosed is our copy of the lease which is being returned for correction. Please request the applicant to correct the land description to agree with the Consent to Lien before the contract is executed.

If the proposed contract meets with your approval, present it to the Applicant for execution. Please explain to the Applicant that the contract is a firm commitment to complete the work outlined at the agreed cost. Copies of the executed contract are to be distributed in the usual manner.

If any part of this proposed contract does not have either your approval or that of the Applicant and cannot be amended within your delegated authority, then the original and all copies of the contract and the two extra copies of Annex I, Exhibit "A" and the map are to be returned to this office, together with the proposed changes for consideration.

Copies of memoranda dated September 14 and 15, 1955, by Mr. N. E. Nelson, USGS, and Mr. W. F. Dietrich, USBM, respectively, relating to the project are enclosed.

Enclosures: 13

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (GCS)

Approved:

J. W. Pennington (GCS)
Member, Bureau of Mines

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

JHopkins:ms 4/6/56
Copy to: Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Hopkins
Admr. R. File

R.G.L.

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

APR - 3 1956

Memorandum

To: The Administrator, DMEA
Attention: Chief, Nonmetallic Minerals Division

From: Associate Solicitor, Division of Mineral Resources

Subject: DMEA-3922 (Mica)
Brown McKinney
Mitchell County, North Carolina

Pursuant to your request, we have prepared the attached draft of Contract.

The lease description is inaccurate. We note your statement that it will be corrected when the Contract is sent to the Field Team.

We also note that you intend to attach the property map to the Contract before it is executed.

Robert P. Dwyer

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

APR 3 1956

Memorandum

To: The Administrator, DMEA
Attention: Chief, Nonmetallic Minerals Division

From: Associate Solicitor, Division of Mineral Resources

Subject: DMEA-3362 (Minn)
Bruce McKinney
Mitchell County, North Carolina

Pursuant to your request, we have prepared the attached draft of Contract.

The lease description is inaccurate. We note your statement that it will be corrected when the Contract is sent to the Field Team.

We also note that you intend to attach the property map to the Contract before it is executed.

Robert P. Dwyer

P. Indritz/wog
April 2, 1956
Copy to: Solicitor's Docket (2)
DMEA Docket
L.G.Houk (2)
R.P.Dwyer
P.Indritz
Chron.

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

APR - 3 1956

Memorandum

To: The Administrator, DMEA
Attention: Chief, Nonmetallic Minerals Division

From: Associate Solicitor, Division of Mineral Resources

Subject: DMEA-3[illegible] (Misc)
Bruce McKinney
Mitchell County, North Carolina

Pursuant to your request, we have prepared the attached draft of Contract.

The lease description is inaccurate. We note your statement that it will be corrected when the Contract is sent to the Field Team.

We also note that you intend to attach the property map to the Contract before it is executed.

Robert P. Dwyer

P. Indritz/wog
April 2, 1956
Copy to: Solicitor's Docket (2)
DMEA Docket
L.G.Houk (2)
R.P.Dwyer
P.Indritz
Chron.

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

RECEIVED
MAR 23 1956

March 22, 1956

Memorandum

To: Operating Committee, DMEA - Washington

From: V. J. Lynch, Acting Executive Officer - Region V

Subject: DMEA-3922 (mica) J. K. Irby Mine, Mitchell County, N. C.
Brown McKinney, Applicant, Bakersville, N. C.

Enclosed are the original and 5 copies of MF-203, Consent to Lien received from the subject applicant, Mr. Brown McKinney.

V. J. Lynch

V. J. Lynch

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

RECEIVED
MAR 26 1956

March 22, 1956

Memorandum

To: Operating Committee, DMEA - Washington

From: V. J. Lynch, Acting Executive Officer - Region V

Subject: DMEA-3922 (mica) J. K. Irby Mine, Mitchell County, N. C.
Brown McKinney, Applicant, Bakersville, N. C.

Enclosed are the original and 5 copies of MF-203, Consent to Lien received from the subject applicant, Mr. Brown McKinney.

V. J. Lynch

VJL/sm
cc:
Lynch
Files

DOCKET COPY
Surname:

Mr Selfridge
Mr Hopkins
Mr Mottendorf

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

MAR 20 1956

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

Re: Docket No. DMEA-3922-Mica
Brown McKinney
The J. K. Irby Mica Mine
Mitchell County, North Carolina

Dear Mr. Laurence:

Please find enclosed two copies of a reply to our letter dated March 9, 1956, in which we again requested Mr. McKinney to submit the data needed to process his application.

You will note that he says these data were sent to your office the latter part of January. Please check your files on this case for the missing material.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (JHB)
JHopkins:ms 3/16/56
Copy to: Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Hopkins
Admr. R. File

Approved:

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

Thor H. Kiilsgaard (JHB)
Member, Geological Survey

Enclosures: 2

R.C.S.

RECEIVED
MAR 13 1956

Bakersville, N. C.
March 12th, 1956.

U. S. Departemnt of the Interior,
DMEA.,
Attn: of the Administrator,
Washington, 25, D. C. 600

In Re: DMEA-3922, Mica
The J. K. Irby Mine,
Mitchell County.

Gentlemen:

Reference is made to your letter of March 9th.

This is to advise that I complied with the copy of Mr. Houk's letter of November 30, 1955, executed seven copies of Consent to Lien and mailed them to Mr. Robert A. Laurence on or about January 23rd at the Knoxville Tenn., Office.

Later the field inspection team brought the file to my place in person late one afternoon for a slight correction, this was done and all the file was mailed the next day to the Knoxville office, this must have been the latter part of January, the papers were sent by first class mail and was never returned to me, therefore they must be in the Knoxville office.

I trust that you can get this matter straightened out as it has been in process for some time.

Very treuly,

Brown McKinney

Brown McKinney

Copy to DMEA Office,
Knoxville, Tenn.

DOCKET COPY
Surname:

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

MAR 9 1956

Mr. Brown McKinney

Bakersville, North Carolina

Re: Docket No. DMEA-3922-Mica
Brown McKinney
The J. K. Irby Mica Mine
Mitchell County, North Carolina

Dear Mr. McKinney:

Reference is made to a letter to you from the Executive Officer DMEA, Region V, enclosing a copy of Mr. Houk's letter of November 30, 1955 and seven copies of Consent to Lien, to be properly executed, in connection with your application.

Inasmuch as we have received no reply, we assume that you no longer desire to proceed with the application. We wish to cooperate with you in the matter of allowing ample time, but if the needed data has not been received by April 15, 1956, we will then consider the docket closed.

Sincerely yours,

C. O. Mittendorf

Administrator

JHopkins:ms 3/9/56
Copy to: Docket
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Hopkins
Admr. R. File

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

JAN 23 1956

January 19, 1956

Mr. Brown McKinney

Bakersville, N. C.

Re: DMEA-3922-Mica. Brown McKinney
The J. K. Irby Mica Mine
Mitchell County, N. C.

Dear Mr. McKinney:

As your letter of January 16 states, that you did not receive Mr. Houk's letter of November 30, 1955, I enclose herewith a copy of it. Also enclosed are seven copies of form NF-203, Consent to Lien, to be completed and executed as described in the letter.

Please provide the necessary data as soon as possible so that processing of your application may be completed.

Very truly yours,

Robert. A. Lawrence
Executive Officer, DMEA
Region V

RAL/mm
cc:
Lynch
Shirley
Houk

Opr. Com.

Files

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

January 19, 1956

Mr. Brown McKinney

Bakersville, N. C.

Re: DMEA-3922-Mica. Brown McKinney
The J. K. Irby Mica Mine
Mitchell County, N. C.

Dear Mr. McKinney:

As your letter of January 16, states, that you did not receive Mr. Houk's letter of November 30, 1955, I enclose herewith a copy of it. Also enclosed are seven copies of form MF-203, Consent to Lien, to be completed and executed as described in the letter.

Please provide the necessary data as soon as possible so that processing of your application may be completed.

Very truly yours,

Robert. A. Laurence
Executive Officer, DMEA
Region V

RAL/sm
cct
Lynch
Shirley
Houk

Cgr. Gen.

Files

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1031 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

RECEIVED
JAN 23 1956

January 19, 1956

Mr. Brown McKinney

Bakersville, N. C.

Re: DMEA-3922-Mica. Brown McKinney
The J. K. Irby Mica Mine
Mitchell County, N. C.

Dear Mr. McKinney:

As your letter of January 16 states, that you did not receive Mr. Houk's letter of November 30, 1955, I enclose herewith a copy of it. Also enclosed are seven copies of form MF-203, Consent to Lien, to be completed and executed as described in the letter.

Please provide the necessary data as soon as possible so that processing of your application may be completed.

Very truly yours,

Robert. A. Lawrence
Executive Officer, DMEA
Region V

RAL/wm
cc:
Lynch
Shirley
Houk

Opr. Com.

Files

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

RECEIVED
JAN 11 1956

January 9, 1956

Mr. Brown McKinney

Bakersville, North Carolina

Re: DMEA-3922 (mica) Brown McKinney
J. K. Irby Mica Mine, Mitchell
County, N. C.

Dear Mr. McKinney:

Reference is made to your letter of January 6, requesting information as to the status of the subject application.

On November 30, 1955, Mr. Lawrence G. Houk, Chief, Nonmetallics Division, DMEA - Washington 25, D. C., wrote you a letter in which he returned to you the supplemental land description and the Consent to Lien and explained that both required revision.

If you replied to Mr. Houk's letter and sent him the requested information, your application is being processed in the Washington office. If you did not receive Mr. Houk's letter, please notify this office immediately.

Very truly yours,

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

VJL/sm
cc:
Opr. Com.-2
Lynch
Shirley
Files

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1-0-25 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

January 9, 1956

RECEIVED
JAN 11 1956

Mr. Brown McKinney

Bakersville, North Carolina

Re: DMEA-3922 (mica) Brown McKinney
J. K. Irby Mica Mine, Mitchell
County, N. C.

Dear Mr. McKinney:

Reference is made to your letter of January 6, requesting information as to the status of the subject application.

On November 30, 1955, Mr. Lawrence G. Houk, Chief, Nonmetallics Division, DMEA - Washington 25, D. C., wrote you a letter in which he returned to you the supplemental land description and the Consent to Lien and explained that both required revision.

If you replied to Mr. Houk's letter and sent him the requested information, your application is being processed in the Washington office. If you did not receive Mr. Houk's letter, please notify this office immediately.

Very truly yours,

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

VJL/sm
cc:
Opr. Gen.-2
Lynch
Shirley
Files

DOCKET FILE
Surname:

Lawrence G. Houk

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

NOV 30 1955

Mr. Brown McKinney

Bakersville, North Carolina

Re: Docket No. DMEA-3922 - Mica
Brown McKinney
The J. K. Irby Mica Mine
Mitchell County, North Carolina

Dear Mr. McKinney:

We are in receipt of your supplemental land description on the subject application, which was requested by the Executive Officer, DMEA Region V. We are returning the description for the addition of more data. Please add the number of acres in the tract and the true or magnetic bearings of the given boundary lines and complete the enclosed six copies of the Consent to Lien for the signature of the land owner.

Upon receipt of the new Consent to Lien properly executed, we will continue to process your application. We are returning copies of the original Consent to Lien which contains the inadequate land description and an added provision that is not acceptable to the Government.

We have found that the present description can be plotted to show approximately seven acres if the distance "200 feet" is substituted for "1200 feet" in the last "call" and the bearings of the two boundary lines shown on the Field Team map are used. The bearings and distances of the two lines are S. 81° W. 800 feet and N. 66° W. 200 feet.

Sincerely yours,

SIGNED

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

Enclosures 13

JHopkins:ad 11/29/55
Copy to: Admr. R. File
Docket
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Hopkins

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

RECEIVED
NOV 16 1955

November 14, 1955

Memorandum

To: Operating Committee, DMEA- Washington

From: Executive Officer, DMEA - Region V

Subject: DMEA-3922, J. K. Irby Mica Mine, Mitchell County, N. C.
Requested -Land Description

Transmitted are four copies of the land description on the subject application requested in our memo of November 7 to Mr. Brown McKinney, applicant.

Robert A. Laurence

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

November 7, 1955

Mr. Brown McKinney

Bakersville, North Carolina

Re: DMEA-3922, J. K. Irby Mica Mine
Mitchell County, N.C.

Dear Mr. McKinney:

Your application for DMEA assistance for exploration on the subject mine is being held in the Washington office of DMEA until a satisfactory land description of the property is received.

Several weeks ago Mr. Teague explained to you what is required in the land description. It will be appreciated if you will send in the land description as soon as possible in order that your application may be processed.

Very truly yours,

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

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

DOCKET FILE
Surname:

Hopkins
J. Kinnear
Selfridge
J. Johnson

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

NOV - 2 1955

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

Subject: Docket No. DMEA-3922 - Mica
Brown McKinney
The J. K. Irby Mica Mine
Mitchell County, North Carolina

Dear Mr. Laurence:

Reference is made to your memorandum dated September 8, 1955, stating that you had requested the applicant to submit a more satisfactory land description with metes and bounds, and including at least five acres.

To date we have not received the additional data. We suggest that you again advise him that processing of his application is being held in abeyance until he has complied with your request.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

/s/ Robert W. Geehan
Member, Bureau of Mines

W. P. Williams
Member, Geological Survey

JHopkins:ad 10/31/55
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Hopkins

P.C.S.

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

RECEIVED
SEP 15 1955

September 15, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-3922 (mica)

Applicant: B. McKinney

Name and Location of Property: J. K. Irby Mine, Mitchell Co., N. C.

Date of Field Team Report: 8/24/55

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 9/13/55

Field Team Recommendation: Recommend 2-stage exploration program at a cost of $5,413.00.

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 of a 2-stage exploration program.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

Mr. Kinney
Mr. Hopkins

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

RECEIVED
SEP 15 1955

September 14, 1955

Re: DMEA 3922
Brown McKinney
J. K. Irby Mine
Mitchell Co., N. C.
$5,413.00 - Mica

Memorandum

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

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

Subject: Review of Field Team report.

The examiners consider 2-stage work is warranted on a 4-foot pegmatite on this property. The work to consist of:--

Stage I.	Bulldozing	$ 250.00
Stage II.	Sink 50' shaft	2,250.00
	Drive 80' drifts and/or crosscuts, build magazines	2,913.00
		$5,413.00

Little information is given concerning the mica-bearing habit of the 4-foot pegmatite. Stage I work should provide the information and is warranted. Depending on the results of the stripping, Stage II may be justified.

I concur with the acceptance recommendation of the Field Team.

N. E. Nelson

N. E. Nelson

Mr. Hopkins

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

September 8, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V

Subject: Field Examination Report, DMEA-3922 (mica) Brown McKinney, Bakersville, N. C. J. K. Irby Mine, Mitchell Co., N. C.

Enclosed are four copies of the subject report, and nine extra copies of the sketch map.

The applicant was requested to submit a more satisfactory land description, with metes and bounds, and including at least 5 acres. Specifically, he was asked to include more area to the southwest of the approximate property line shown on the sketch.

We agree with the recommendation for approval of a unit-cost contract as outlined in the report. However, approval should await receipt of satisfactory documentary evidence of the property to be included in the project.

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

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

Noted by
DMEA Operating Committee
9-14-55

RECEIVED
SEP 1 1955

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION V

ON

DMEA-3922, J. K. IRBY MINE (mica)
Mitchell County, N. C.

BY

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

and

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

Reviewed by
DMEA Operations Committee
9-14-55
(Date)

August 24, 1955

FIELD EXAMINATION REPORT
ON
DMEA-3922, J. K. IRBY MINE (mica)

Applicant: Brown McKinney, Bakersville, North Carolina

Lack of exposures of pegmatite at this mine prevents an appraisal of any reliability of the deposit. Mica of strategic quality occurs in old dumps and in float. It is recommended that exploration assistance be granted - the work to be staged.

The J. K. Irby Mine is 0.8 airline miles N. 32° W. of Wing, Mitchell County, North Carolina.

The deposit was examined August 24, 1955. Messrs. Brown McKinney, E. T. Willis and a Mr. Buchanan accompanied the examiners on the inspection which required 1 1/2 hours. The applicant has had mica mining experience and appears competent to supervise the proposed work.

Access is available to the property by a jeep trail. No surface facilities are present. Water may be obtained from a nearby stream. No power is available nearby nor will any be needed to do the proposed work. Mining equipment, supplies and labor can be obtained locally.

The last mining operation is reported to have been conducted at this mine in the late 1800's. Evidence of this work is a caved shaft, adit, trench and two small pits. The shaft is reported to have been 50-feet deep but the size of the existing dump does not support such a depth.

At least two pegmatites occur on the property. The one which has the most extensive works strikes about N. 70° E. and dips steeply to the southeast. It is at least 4 feet thick and consists of plagioclase, quartz, perthite and muscovite. Considerable massive quartz on the dump suggests it may in part be zoned. The other pegmatite strikes north-south and has an indeterminable dip and thickness. It is finer grained than the other body and all the muscovite is too small to yield sheet mica. The two probably join south of the old works. The country rock is hornblende gneiss as evidenced by abundant float.

The mica is greenish-brown, flat and free-splitting. Some is considerably mineral stained.

It is recommended that a staged exploration program be conducted. Stage I should consist of stripping with a bulldozer a trench along the strike of the body about 100' x 30' x 6' deep. If this reveals pegmatite containing strategic mica then sink a 50-foot shaft and drive 100 feet of drift.

Estimated costs are as follows:

Stage I - Make a trench about 100' x 30' x 6' deep along the strike of the pegmatite with a D-4 or equivalent dozer.

25 hours @ $10.00/hr.		250.00

Stage II - Construct:

Toolhouse	$75.00	
Powder magazine	25.00	
Exploder "	13.00	113.00

Sink 50-foot shaft 5' x 7' in cross-section, timbered where necessary (30 shifts).

Labor:		
1 - Miner : $1.50/hr.	360.00	
1 - Hoistman @ $1.25/hr.	300.00	
1 - Laborer @ $1.00/hr.	240.00	
	900	
Supplies:		
Timber 5000 b. f. @ $65/M	325.00	
Gas and oil	125.00	
Explosives	100.00	
Small tools	50.00	
Drill steel	50.00	
Pipe	50.00	
Equipment (rental)		
Compressor and drill @ $240/Mo.	300.00	
Hoist @ $50/Mo.	62.50	
Pump @ $20/Mo.	25.00	
Insurance	90.00	
Social Security	18.00	
Sales tax	21.00	
Miscellaneous	133.50	$2,250.00

Drive 80 feet of drifts and/or crosscuts 5' x 7' in cross section.

Labor:		
1 - Miner @ $1.50/hr.	360.00	
1 - Hoistman @ $1.25/hr.	300.00	
2 - Laborers @ $1.00/hr.	480.00	
Supplies:		
Gas and oil	150.00	
Explosives	250.00	
Small tools	50.00	
Drill steel	100.00	
Pipe	50.00	
Timber 3000 b. f. @ $65/M	195.00	

Equipment (rental)

Compressor, drill and jackleg @ $250/Mo.	$312.50	
Hoist @ $50/Mo.	62.50	
Pump @ $20/Mo.	25.00	
Insurance	114.00	
Social Security	23.00	
Sales tax	24.00	
Miscellaneous	304.00	$2,800.00
		5,164.00
Total estimated cost of Stage II		~~$5,163.00~~
		5414.00
Total estimated cost of Stages I and II		~~$5,113.00~~

Examined: August 24, 1955.

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

and

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

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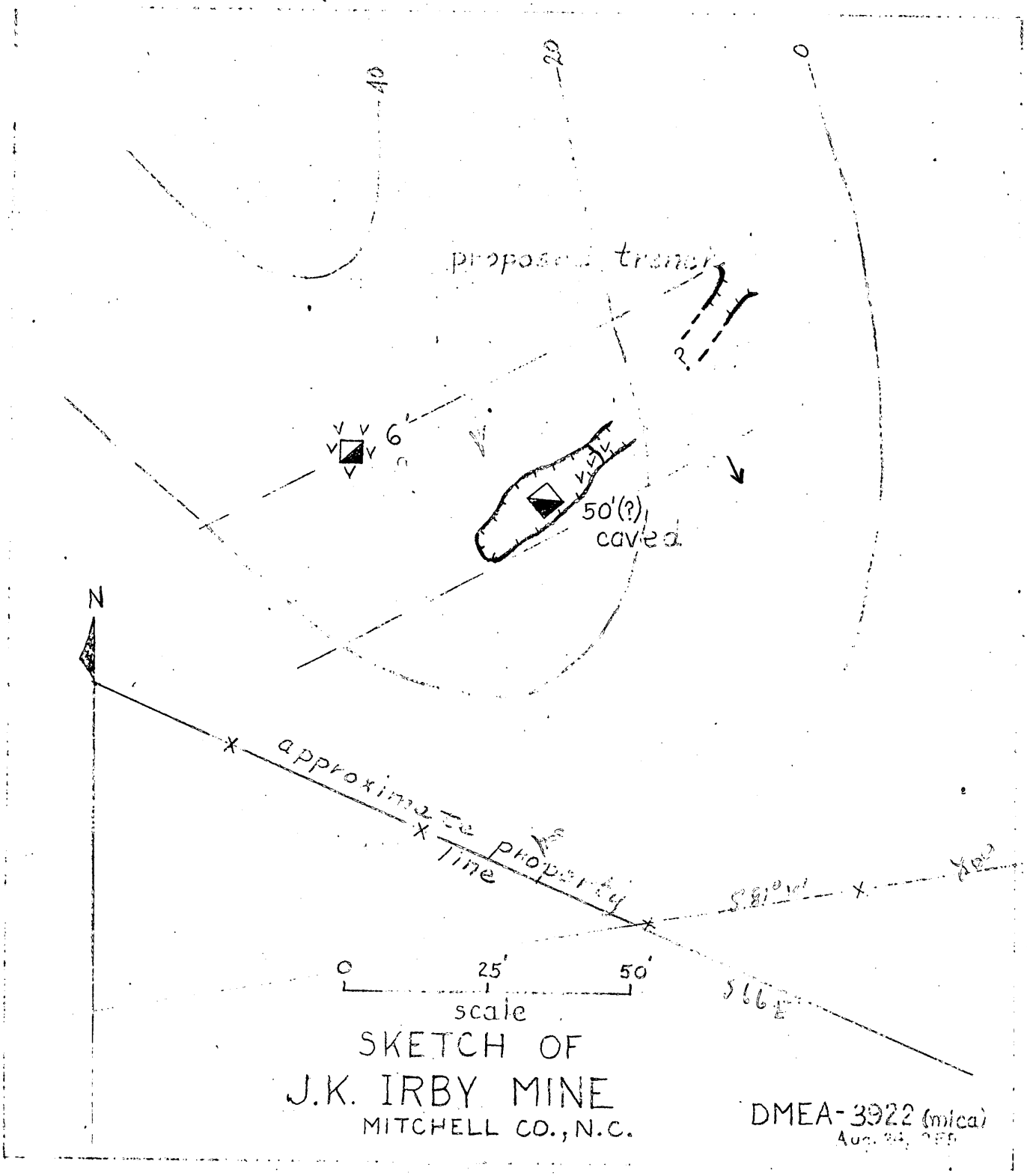

SKETCH OF
J.K. IRBY MINE
MITCHELL CO., N.C.

DMEA-3922 (mica)
Aug. 24, 1955

Docket Copy
Surname:

Hopkins
F. Krause
Gehan
Kielsgaard
Martin
H. Johnson

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

AUG 15 1955

Mr. Brown McKinney

Bakersville, North Carolina

Re: Docket No. DMEA-3922 - Mica
Brown McKinney
The J. K. Irby Mica Mine
Mitchell County, North Carolina

Dear Mr. McKinney:

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 you may give the members of the Field Team during the examination will be appreciated.

Sincerely yours,

C. O. Mittendorf

Administrator

JHopkins:gad 8/10/55
Copy to: Admr. R. File
Docket
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Hopkins

Docket Copy
Surname:
Hopkins
J Mason
Martin
Johnson

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

AUG 15 1955

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

Subject: Docket No. DMEA-3922 - Mica
Brown McKinney
The J. K. Irby Mica Mine
Mitchell County, North Carolina

Dear Mr. Laurence:

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

Copies of memoranda from Mr. N. E. Nelson, dated August 3 1955, and Mr. W. F. Dietrich, dated August 8, 1955, members of the Mica Commodity Committee, are enclosed.

We concur in your suggestion that the field examiners work out a more definite program of exploration with the applicant on the ground, provided a program is recommended. Please note that the plot of land may be inadequate for an exploration project. During your discussion with the applicant you should be guided by the "Special Notice" of the Operating Committee, dated July 27, 1955, No. 547.

If your office recommends an exploration program approved by the applicant, please furnish the necessary information to draft a contract. In this connection, nine copies of a map showing the proposed work and mineralized exposures in relation to the property lines will be required.

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

Enclosures 4

JHopkins:gad 8/10/55
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Hopkins

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

RECEIVED
AUG - 9 1955
RECEIVED
AUG - 9 1955

August 8, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA - 3922 (mica)

Applicant: B. McKinney

Name and Location of Property: J. K. Kirby Mine
Mitchell County, North Carolina

Date Application Rec'd. by Br. of Ceram. and Fert. Materials: July 29, 1955

Comments:

1. No definite exploration plan has been submitted by the applicant, nor an estimated cost of the project.

2. This deposit appears to have possibilities for the development of strategic mica.

3. 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.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

mw 7

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

August 3, 1955

Re: DMEA 3922
Brown McKinney
J. K. Irby Mica Mine
Mitchell Co., N. C.
Mica

Memorandum

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

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

Subject: Review of Application.

No work program is outlined. Apparently the applicant expects the examiners to tell him where to work and how much to do in order that his conviction " . . . that there is abundance of high grade mica existing in this vein" may be justified.

Referral of the application to the Field Team for appraisal is indicated and so recommended.

N. E. Nelson

N. E. Nelson

BUREAU OF MINES
WASHINGTON, D.C.

AUG 4 8 53 AM '55

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

August 1, 1955

RECEIVED

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: DMEA-3922 (mica) Brown McKinney, Bakersville, N. C.
J. K. Irby Mine, Mitchell County, N. C.

Enclosed are two additional signed copies of the Consent to Lien for the subject application. Four copies were submitted with the application, forwarded to you on July 27.

Also enclosed are 3 copies of a letter from the applicant giving dimensions of the leased area.

Robert A. Laurence

Robert A. Laurence

RECEIVED
AUG - 3 1955

Bakersville, N. C.,
July 29th, 1955.

DMEA-3922 (Mica)

Mr. Robert A. Laurence,
Executive Officer,
DMEA Region V,
Knoxville, Tennessee.

Dear Mr. Laurence:

Reference is made to your letter of the 27th.

I am sending you herewith two signed copies of the consent Lien on the J. K. Irby mine, leased from E. T. Willis of Bakersville, Rt. # 3., N. C.

The dimensions of the leased property is approximately as follows:

From the stake in the line of Callie Willis to the corner of William Willis, 200 feet, thence south course to the line of John Hoyle 300 feet, thence west course with John Hoyle line to Callie Willis line 200 feet; thence North west course with Callie willis line to the beginning 350 feet.

Containing approximately one acre plus.

Very truly,

Brown McKinney

Brown McKinney.

RECEIVED
AUG 1 - 1955
Knoxville, Tenn.

July 29, 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-3922 Brown McKinney

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

July 29, 1955
Subject: DMEA-3922
Re: Exploration Assistance
The J.K. Irby Mine

Mr. Brown McKinney
Bakersville, North Carolina

Dear Mr. McKinney:

The receipt of your application dated July 25, 1955 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3922 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

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

RECEIVED
JUL 28 1955

July 27, 1955

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: New application from Brown McKinney, Bakersville, N. C.
J. K. Irby Mica Mine, Mitchell County, N. C. (mica)

Enclosed are three copies of the subject application, received here today, with three copies of the lease and four copies of the Consent to Lien.

We are writing to the applicant, requesting two more copies of the Consent to Lien, as well as a satisfactory description of the leased area.

Although the applicant is indefinite about the exact amount of work to be done and the total cost of it, we are sending the application on to you. It will take less time, in the long run, for the field examiners to work this out with the applicant in person, rather than to try and get these details by correspondence.

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

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

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

July 27, 1955

RECEIVED
JUL 29 1955

Mr. Brown McKinney

Bakersville, N. C.

Dear Mr. McKinney:

Your application for aid in exploration for mica at the J. K. Irby mine has been sent to our Washington office, in accordance with established procedure. You will be notified in advance if a field examination is to be made.

Six copies of the Consent to Lien are needed, but there were only four with your application. Please have the enclosed blanks signed by Mr. E. T. Willis and return two of them to me. The extra one is for Mr. Willis. Also, will you please put Mr. Willis' mailing address on the form.

There is no indication of the size of the leased area. Please give us the lengths of the various boundaries as given in the lease, and also approximate acreage.

We need only four copies of an application. As you sent us five, I am returning one of them to you for your own records. I am also returning the notarized original of your lease, and am keeping the copies.

Very truly yours,

Robert A. Laurence

RAL/sm
cc:
Lynch
Cpr. Com-3
Files

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED
JUL 29 1955

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

Not to be filled in by applicant

Docket No. 3922
Metal or Mineral Mica
Date Received 7-29-55
Estimated Cost No Amount
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: Brown McKinney, Bakersville, North Carolina

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

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

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

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

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract Beginning on a stake in the line ofCallie Will on the West side of the ridge and runs a N. course to Wm.Willis corner;thence S. course to the line of John Hoyle on the E.side of ridge;thence W.course with John Hoyle linet a stake in Callie Willis line;thence with Callie Willis line a N.W. course to the beginning.In Snow Creek Township and known as the J. K. Irby Mine

(*b*) State any mine name by which the property is known. The J. K. Irby Mica 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.

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

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

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

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

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

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

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

RECEIVED
JUL 27 1955
16—66551-1
U. S. Geological Survey
Geologic Division
Knoxville, Tenn.

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

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

(*c*) The work will start within ..60.... days and be completed within ....12.... months from the date of an exploration project contract.

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

6. *Estimate of costs.*—Furnish a detailed estimate of the costs of the proposed work (you will have to use a separate sheet), under the following headings. Add the totals under all headings to give the estimated total cost of the project:

(*a*) *Independent contracts.*—(Note.—If the applicant does not intend to let any of the work to contractors, write "none" after this item. To the extent that the work is to be contracted, do not repeat the cost of the contract-work in subsequent items.) State the cost of any proposed independent contracts for the performance of all or any part of the work, expressed in terms of units of work (such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, per cubic yard of material moved, etc.).

(*b*) *Labor, supervision, consultants.*—Include an itemized schedule of numbers, classes and rates of wages, salaries or fees for necessary labor, supervision and engineering and geological consultants.

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

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

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

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

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

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

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

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

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

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

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated ....July 25th, 1955...., 195...

Brown McKinney
(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

RECEIVED

JUL 29 1955

4. Physical description: There was a shaft sunk by J. K. Irby on this property about fifty years ago to an approximate depth of fifty feet and is now filled up, a small amount of prspecting from time to time has been done. I have never had any interest in any of the prospecting work. The mine is easily accessible for examination purposes.

(b) No current production. Past production is only based on information and belief, that it did at the time of operation about 50 years ago, produced abundance of high grade mica.

(c) Pegmatite, flint, feldspar and kaolin, bound by slate walls, highly mineralized, gash vein. I am convinced that there is abundance of high grade mica existing in this vein.

(d) This property is located about 300 yards from State Highway, two access roads. Shipping point woudl be Spruce Pine, N. C., a distance of approximately eight miles, which would also be supply and residence point.

(e) Manpower, materials, supplies and equipment is available.

5 (a) The exploration project. Mica.

(b) Some bullnozing and the sinking of a shaft to the depth of about 75 or 100 feet, either by cleaning out the old shaft or sinking a new one.

(d) Have had forty years of mining experience for mica & c in North Carolina and Georgia, the operations and mining will be supervised by E. T. Willis, the owner of the property. X Who has had considerable mining experience.

6 Estimate of cost.

(a) None.

(b) Labor and supervision. Four common laborers. One skilled man, for hoist operator, common labor $1.oo per hour, skilled $1.50 per hour, supervisor $5.oo per day.

(c) Operating materials and supplies. Picks, shovels, dynamite & caps, skips, blasting machine, electrical power, gasoline.

(d) Operating equipment. To be rented, hoist, compressor, jack hammer drill, pump, estimated rental $300 per month, or use allowqnce basis.

(e) Rehabilitation and repairs. None

(f) None.

(g). Book keeping, Workmen's compensation and employers' liability insurance, and payroll tax.

(h) Contingencies. None