DEFENSE MINERALS EXPLORATION ADMINISTRATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF REVIEW

I have reviewed the Monthly Report of:

Brown McKinney

Bakersville, North Carolina

pertaining to Exploration Project Contract No. [illegible], Docket No. DMEA-3922, for the month of May 1956, covering a project for the exploration of strategic mica on property, known as the J. K. Irby Mine located in Mitchell County, North Carolina.

My review included an examination of the Monthly Report (Form 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 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		$250.00
Exceptions:		
By DMEA Finance Officer	$ -0-	
Herewith	-0-	-0-
Total Accepted Cost		$250.00

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 hundred eighty-seven and 50/100 Dollars

$187.50

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

E. D. Talbert, Auditor

August 28, 1956

Division Copy

RECEIVED
APR 23 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

[redacted]
(Operator)

By [redacted]

By

Administrator, Defense Minerals Exploration Administration

Chambers Indrik 4/3/56
Dunyon
"Appd. Sol. Off."

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

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EXPLORATION PROJECT CONTRACT
BROWN McKINNEY
DOCKET NO. RMRA-3982

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 900 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 900 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.

MF-203
Revised March 24, 1955

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

RECEIVED
MAR 2 6 1956

No: DMA-3922-Mca

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 road and runs N. about 90 East 500 ft. to the Willis corner; thence S. 60 E. 500 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 South 60 West 800 feet with the line of Callie Willis and S. T. Willis to the beginning corner. Being in Snow Creek Township and known as the J. A. Irby old home 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 _____, 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)

EXPLORATION PROJECT CONTRACT
BROWN McKINNEY
DOCKET NO. DMMA-3988

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APR 2 0 1950

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-3988 (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 feet.

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 burgproof 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 50 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/ 76.00
   Powder Magazine 1/ 86.00
   Exploder Magazine 1/ 14.00

2. Sink 50 feet of shaft @ $41.80/ft. 2,090.00

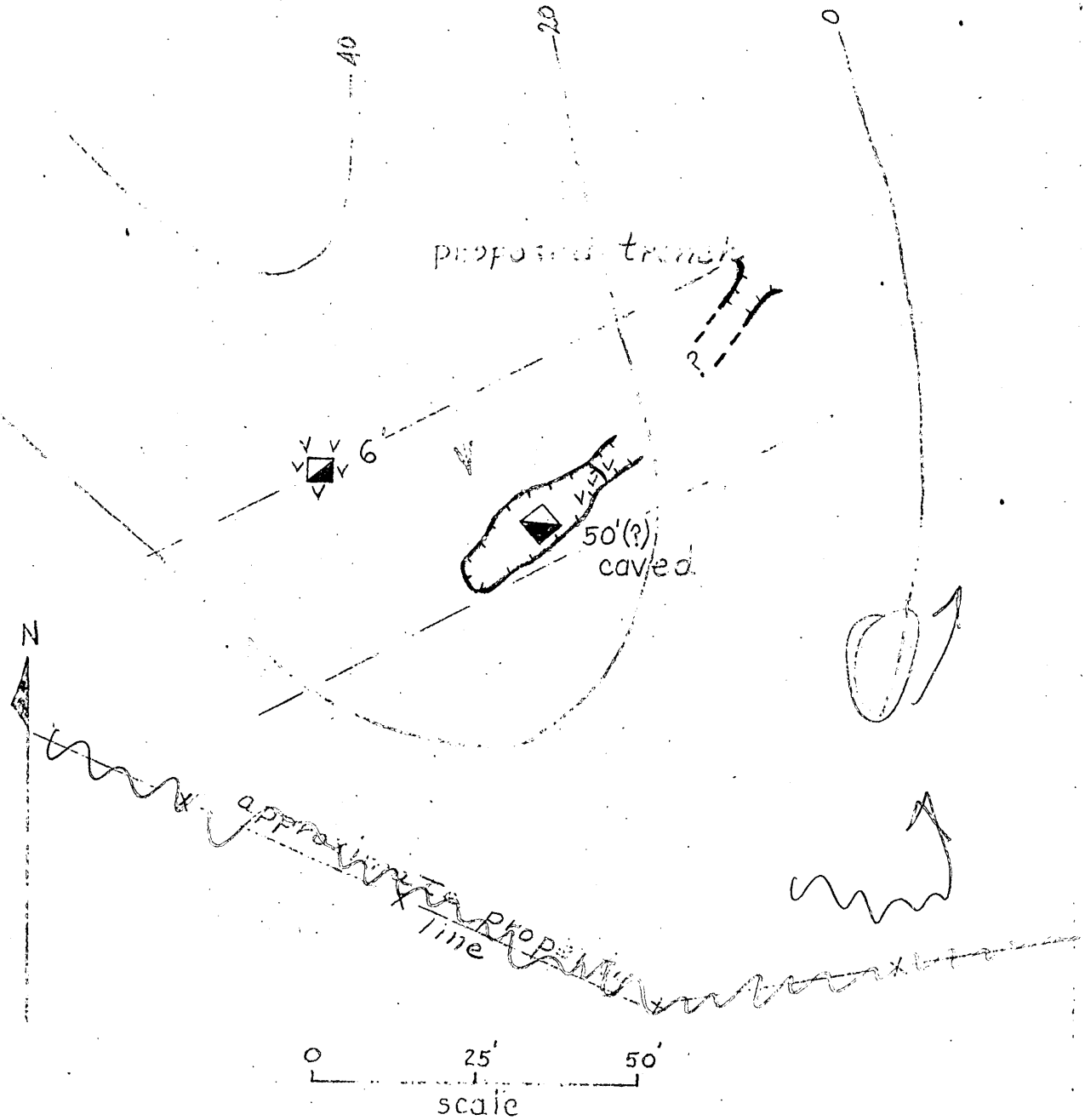
3. Drive 80 feet of drift and/or crosscut @ $32.80/ft. 2,624.00

Estimated Total Cost of Project $5,080.00

Government Participation @ 75% $3,810.00

1/ The completed work constitutes the work.

Division



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

DMEA-3922 (mica)
Aug. 24 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
Contract No. Idm-8941

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

Administrator

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

Project Summary Report

By: James Hopkins 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

JHopkins:gad 11/6/56
Copy to: Admr. R. File
Mr. Houk

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

IN REPLY REFER TO:

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

RECEIVED
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H

ctober 19, 1955

Re: 3992, Idm- 941
Brown Quinney
J. F. Irby Mine
itchell Co., N. C.
$5,080 - ice

emorandum

To: . . Houk, efense Minerals xploration dministration

From: . . Nelson, . . Geological urvey

Subject: Review of ield eam inal 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. ork was stopped only $250.00 having been spent.

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

I concur with the recommendation.

N. E. Nelson

N. . Nelson

N Nelson:btr
G 10/19/56

cc: . F. Dietrich, 3061
Director's reading file (4212)
Branch reading file (4212)
DMEA (3)
Chron. file
Docket file

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-3962 (mica)

Applicant: B. McKinney

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

Contract Number: DMa-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	$5,000.00
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.

Signed
W. F. Dietrich

RECEIVED
AUG 2 3 1956

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

August 14, 1956

RECEIVED
AUG 16 1956

Memorandum

To: Operating Committee DMEA - Washington

From: DMEA Field Team - Region V - Knoxville

Subject: Field Team Final Report - DMEA-3921, Idm-2941
Brown McKinney, Bakersville, N.C.
J.K. Iley Mine (mica) Mitchell County, N.C.

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

Although the breathing 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
Executive Officer, DMEA
Region V

RAL/EM
cc
L'mch
Shirley
Files

V. J. Lynch, Member
Bureau of Mines

Opr Com.3

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

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.

RECEIVED
AUG 16 1956

BY

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

and

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

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

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.

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

Geology:

The pegmatites 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 ~~[illegible]~~ 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. Pryton, Mining Engr.
U. S. Bureau of Mines

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

RECEIVED
MAY 23 1956

P. O. Box 217
May 21, 1956

Memorandum

To: Jay L. Chambers, Defense Minerals Exploration Administration, Interior Building, Washington 25, D.C.

From: Administrative Assistant, Electrotechnical Experiment Station, Bureau of Mines, Region V, Norris, Tennessee

Subject: Monthly reports and vouchers

We are enclosing two copies of the following monthly report and voucher:

Idm-E-941 Brown McKinney
Docket No. DMEA-3922
1st and final payment - month of May
Starting Date: 5-9-56
Stopping Date: 5-10-56
Amount $187.50

Helen R. Miller

Attachments
/hm
Copies to R. A. Laurence
V. J. Lynch
Norris files
Day files

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

Budget Bureau No. 42-R1036.5

PAID ON VOUCHER & SCHEDULE OF PAYMENTS K- 5.3

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S MONTHLY REPORT AND VOUCHER

3922

RECEIVED
MAY 23 1956

Month of May Docket No. DMEA Idm-E941 Contract No. Mica

Operator's Name Brown McKinney

Address Bakersville, North Carolina

Contract Amount, $ 5080.00 Government Participation: 75 % Amount, $ 3810.00

Minerals 187.50

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	$250.00	None	$250.00			
Bulldozing						
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.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	$250.00	None	$250.00	250.00		250.00

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

Date 5/11/56 *Payee Brown McKinney

Per Title Operator

*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:

$ 187.50

Signature Helen R. Miller
(Authorized Certifying Officer)

Date MAY 21 1956 Vou. No.
(See other side)

62.50

(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. E 941 in accordance with the terms of the contract.

Signature A. L. Peyton Title Mining Engineer Date MAY 18 1956

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lawrence Title EXECUTIVE OFFICER DMEA REGION V Date MAY 18 1956

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.

-104A
(52)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

RECEIVED
MAY 23 1956

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of May 1956 Docket No. DMEA 3922 Contract No. Idm-E941
Operator's Name Brown McKinney Minerals Mica
Address Bakersville, North Carolina

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 (Buldozing)	666 & 2/3 Cu.Yd	$250.00	666. & 2/3 Cu Yds	$250.00	666 & 2/3 Cu Yds	$250	Cu Yd	3.75
Test Pits								
Roads and Trails								
TOTAL DISTRIBUTED COSTS								TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		$250.00		$250.00				

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 5/11/56 Operator Brown McKinney

Per Title Operator

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)

A. L. Peyton
U. S. Bureau of Mines

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
MAY 23 1956

Bakersville, N. C.,
May 16th, 1956.

U. S. Department of the Interior
DMEA.,
Knoxville, Tennessee.

COPY

Re: DMEA-3922. Idm-E941-Mica
J. K. Irby Mica Mine,
Mitchell County, N. C.

N A RR A T I V E.

Gentlemen:

The work done at the above captioned property, consisted of buldozer excavation of a trench, crosscutting the strike ov the vein approximately one hundred feet long, twenty to thirty feet wide and depth of approximately sixteen feet deep.

Respectfully,

Brown McKinney

Brown McKinney, Operator.

RECEIVED
MAY 18 1956

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, Mining Engineer
Bureau of Mines

S. C. Bergman, Geologist
Geological Survey

g

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

RECEIVED
APR 2 6 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

ZM.
cc:
Lynch
Finance Office
Shirley
Files

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

RECEIVED
APR 16 1956

April 13, 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 return 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

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

APR 1 0 1956

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

Re: Docket No. IDEA-5922-Mica
Brown Mallinnay
The J. K. Irby Mica Mine
Mitchell County, North Carolina

Dear Mr. Lawrence:

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

Approved:

J. W. Pennington
Director, Bureau of Mines

N. E. Nelson
Director, Geological Survey

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee

Mr. Hopkins
Adm. I. File

Mr. Hopkins 4/4/56
Copy to: Docket
Operating Committee
Mr. Killingsworth, 5222
Mr. Dietrich, 9061
Mr. Hunt

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

APR - 3 1956

Memorandum

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

From: Associate Solicitor, Division of Mineral Resources

Subject: BMRA-3982 (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

P. Indritz/wog
April 2, 1956
Copy to: Solicitor's Docket (2)
BMRA 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.

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

MAR 20 1956

Mr. Robert A. Lawrence
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. Lawrence:

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
JHopkins:ms 3/16/56
Copy to: Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Hunt
Mr. Hopkins
Adm. R. File

Approved:

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

Thor H. Kiilsgaard
Director, Geological Survey

Enclosures: 2

DOCKET COPY
Surname: Hopkins Hook

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

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 a copy of a reply to our letter dated March 6, 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,

Chairman, Operating Committee

JHopkins:ms 3/15/56

Copy to: Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Hook
Mr. Hopkins
Admr. R. File

Approved:

Member, Bureau of Mines

Member, Geological Survey

Enclosure

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-3922-Mica
Brown McKinney
The J. K. Irby Mica Mine
Mitchell County, North Carolina

Dear Mr. Laurence:

Please find enclosed ~~a copy~~ of a reply to our letter dated March 6, 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,

Chairman, Operating Committee

Approved:

Member, Bureau of Mines

Member, Geological Survey

Enclosure

C
O
P
Y

Bakersville, N. C.
March 12, 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.

Yours truly,

/s/ Brown McKinney

Brown McKinney

Copy to DMEA Office
Knoxville, Tenn.

copied by ms 3/14/56

RECEIVED
Mar 13, 1956

MAR 9 1956

Mr. Brown McKinney

Bakersville, North Carolina

Re: Docket No. DMRA-3922-Mica
Brown McKinney
The J. E. 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. Hook'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,

R. O. [illegible]

Administrator

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

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,

Lawrence G. Hook, Chief
Nonmetallic Minerals Division

Enclosures 13

JHopkins:ad 11/29/55
Copy to: Admr. R. File
Docket
Field Team, Region V
Mr. Kiilsgaard, 3222
Mr. Dietrich, 3061
Mr. Hook
Mr. Hopkins

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 5 SHIRK POST OFFICE BLDG.
KNOXVILLE 2, TENN.

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

ZM,
cc:
Lynch
Files
Opr. Com. -4

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

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

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. F. 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

Memorandum September 10 1951

To: Office

From: James Stephens

Subject: Evaluation of application for mining claim assistance and field trip report

Deposit No. DMEA 5-93 Mica

J.K. Irby Mine

Applicant: Brown McKinney

Barnsville, N.C.

Lack of exposures of pegmatites at this mine prevents an appraisal of any reliability of the deposit. Mica of shipping quality occurs in old dumps in pits.

Mica:

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

Pegmatite:

At least two pegmatites occur on the property. The one which has most extensive works is at least 4 feet thick and consists of plagioclase, quartz, perthite and muscovite. Considerable quartz on the dump suggests that it may be zoned.

The other pegmatite is finer grained and all of the muscovite is too small to yield sheet mica. The two probably join south of the old workings. The country rock is hornblende gneiss as evidenced by abundant fibro

Old Workings:

The last mining operations is reported to have been carried on at this place 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 sunk deep but the size of the existing hole does not support such a depth.

Method of Exploration:

Applicant was undecided about the exact amount of work to be done and the total cost of it. The following program was recommended by the field team.

1. Trench a trench about 20' x 30' x 6' along strike of prospects at cost of $250.00

If this work reveals a strongly-mineral-bearing prospect the following work is recommended

2. Construct

Tailhouse, bunkhouse and blacksmith magazine at cost 113.00

3. Sink 50 foot shaft on the prospects at $45.00/ft 2250.00

4. Drive 50 feet of drift at $56.00 2800.00

Total estimated cost $5413.00

Recommendations:

The above program is good sound mining engineering practice. I concur in the field team's recommendations.

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

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.

SIGNED
W. F. Dietrich

IN REPLY REFER TO:

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

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

NENelson:iml
G-9/14/55

N. E. Nelson

cc: Director's reading, 4212
Branch reading, 4212
DMEA (3)
Docket file
W. F. Dietrich, 3061

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

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
EXECUTIVE OFFICER
DMEA REGION V

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

VJL/sm
RAL
cc:
Lynch
Shirley
Files

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

Permit by DMEA Dir. Comm. 9-14-55

August 24, 1955

FIELD EXAMINATION REPORT
ON
RMA-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 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	116.00
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	1800
1 - Laborer @ $1.00/hr.	240.00	

Supplies:

Timber 5000 b. f. @ $65/M	325.00	650
Gas and oil	125.00	250
Explosives	100.00	200
Small tools	50.00	100
Drill steel	50.00	100
Pipe	50.00	

Equipment (rental)

Compressor and drill @ $240/Mo.	300.00	600	
Hoist @ $50/Mo.	62.50	125	
Pump @ $20/Mo.	25.00	050	
Insurance	90.00	180	
Social Security	18.00	036	
Sales tax	21.00	042	
Miscellaneous	133.50	067	$2,250.00

325.00 Use Allowance 387.00

$45

$2090.00 ~~2088.00~~

$41.85

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	1400
2 - Laborers @ $1.00/hr.	480.00	

Supplies:

Gas and oil	150.00	1.85½
Explosives	250.00	3.12½
Small tools	50.00	0.62½
Drill steel	100.00	1.25
Pipe	50.00	0.62½
Timber 3000 b. f. @ $65/M	195.00	2.43½

Equipment (rental)

Compressor, drill and jackleg @ $250/Mo.		$312.50	3.90	
Hoist @ $50/Mo.	1.78	62.50		
Pump @ $20/Mo.	0.32	25.00	400.00 – 225.00	
Insurance	1.45	114.00		
Social Security	0.[illegible]	23.00		
Sales tax	0.3[illegible]	24.00		
Miscellaneous	3.80	304.00	$2,800.00	$2624.00 or $31.80/ft

Total estimated cost of Stage II ~~$5,163.00~~ 5166.00

Total estimated cost of Stages I and II ~~$5,413.00~~ 5416.00

Cost of Port. @ 75% $4062.00

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

AUG 15 1955 600

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

Approved:

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

Thor H. Kiilsgaard
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

600

AUG 5 1955

Mr. Brown McKinney

Bakersville, North Carolina

Re: Docket No. DMEA-3922 - Miss 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. Lawrence, Executive Officer, DMEA Field Team, Region V, Room 13, Post Office Building, Knoxville 2, Tennessee, for further consideration and possibly a field examination.

The Regional Office will contact you at an early date if an examination is to be made. Any assistance 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. Killingsard, 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

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.

SIGNED
W. F. Dietrich

IN REPLY REFER TO:

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. Monk, 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

NENelson:iml
G-8/3/55

cc: Director's reading, 4212
Branch reading, 4212
DMEA (3)
Docket file
W. F. Dietrich, 3061

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

RECEIVED
AUG - 3 1955

August 1, 1955

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

RAL/zm
cc:
Lynch
Miles
enc;-3

COPY

DMEA-3922

Bakersville, N. C.,
July 29, 1955

RECEIVED
AUG - 3 1955

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 to 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,

s/ Brown McKinney

Copied by zm.
cc:
Lynch
Laurence

COPY

DMEA-3922

Bakersville, N. C.,
July 29, 1955

RECEIVED

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 to Lien on the J. K. Irby mine, leased from E. T. Willis of Bakersville, Rt.#3, N. C.

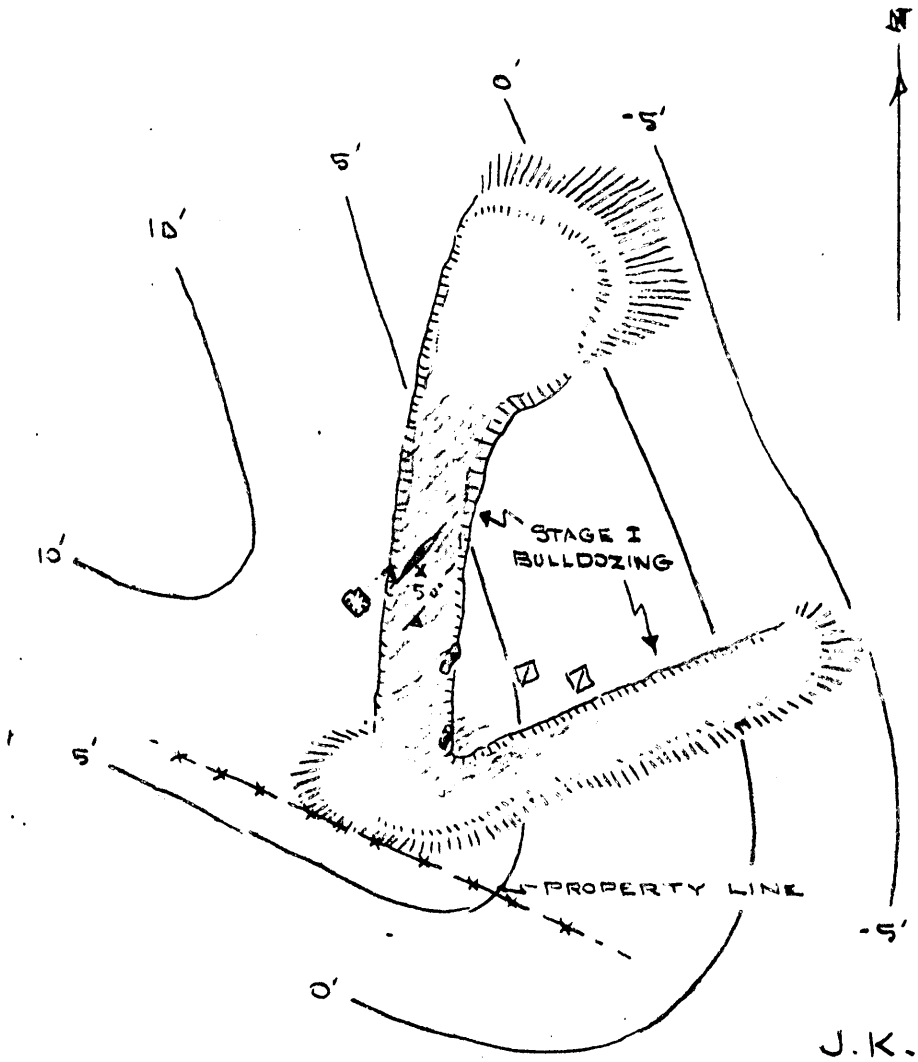
The dimensions of the leased property is approximately as follows:

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,

s/ Brown McKinney

Copied by zm.
cc:
Lynch
Laurence



J.K. IRBY MINE

MITCHELL COUNTY, NORTH CAROLINA

DMEA-3022 Idm-E941
(MICA)

SCALE: 1" = 40'

LEGEND

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

8/56

AUG 16 1956