D Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 3971

DO NOT DETACH THIS SLIP

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

This document has been recorded as

Exploration

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

1 cy Region V; cy B Mines; cy USGS

Routing Slip

To:	600	Date	9/8/55
To:	Mr. Anderson	Date	9-12-55
To:	Oper Comm	Date	9-15-55
To:	Legal	Date	11-9-55
To:	Oper Com	Date	11-30-55
To:	F. E. Johnson	Date	11-30-55
To:	Mr. Lullenloy	Date	11-30-55
To:	M & F	Date	12-1-55
To:	220	Date	12-15-55
To:	Oper Com	Date	2-13-55
To:	F. E. Johnson	Date	2-13-56
To:		Date	
To:		Date	
To:		Date	
To:		Date	

DO NOT DETACH

CONTROLLED DOCUMENT

DMEA 3971

DOCKET INDEX

ACTION DOCUMENTS

1. APPLICATION DATE RECEIVED 9/8/55

2. CONTRACT DATE 12/1/55

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

DEC 15 1955

MF-200A
(Revised June 1954)

Docket No. DMEA 3971

Commodity Mica

Contract No. Idm-E 901

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

It is agreed this DEC. 1 1955 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] John Jarrett, Sam Phillips, and John Phillips, partners, whose mailing address is c/o John Jarrett, Route 3, 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 .....

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] unrecorded 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: None

(c) The Subordination Agreement of the holder of any claim, lien, or encumbrance listed above, and (if the Operator does not hold the legal title) the Consent to Lien of any holder of the legal title of the land (lessor, seller, optionor, etc.), are attached, as follows: Consent to Lien 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 [illegible] The work to be performed is described in Exhibit "A." The Operator on or before JAN 20 1956 shall commence the work, and on or before [illegible] (unless the Operator's obligation to complete the work is terminated—see Article 8) shall complete the work. [illegible] provided in Exhibit A with respect to Stage II.

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 $[illegible] The Government will contribute [illegible] percent of the fixed unit costs as work is performed, in a total sum not in excess of $[illegible]: *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.

John Jarrett (Partner)
John Jarrett

By Sam Phillips (Partner)
Sam Phillips

John Phillips (Partner)
John Phillips

THE UNITED STATES OF AMERICA

By C. Mittendorf
Administrator, Defense Minerals
Exploration Administration

Indritz 11/21/55
Dwyer
"Appd. Sol. Off."
Anderson
Hook
Chambers

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
H. J. Anderson

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

RECEIVED
DEC 15 1955

EXPLORATION PROJECT CONTRACT
JOHN JARRETT, SAM PHILLIPS AND JOHN PHILLIPS
DOCKET NO. DMEA-3-71

ANNEX I

The land referred to in Article 2 of the contract form is known as the Fred Robinson Prospect. It is located about 1000 feet west of Bandana Post Office in Bandana Hollow, Mitchell County, North Carolina, and is described in the lease as follows:

> Beginning at the center of what is known as the F. M. Robinson Prospect which is located approximately 175' NW of a large White Oak Tree, and running 250' North; thence 250' West thence 500' South thence 500' East thence 500' North thence 250' West to a point of closing.

EXPLORATION PROJECT CONTRACT
JOHN JARRETT, SAM PHILLIPS AND JOHN PHILLIPS
DOCKET NO. DMSA-3971

RECEIVED
DEC 15 1955

EXHIBIT A

Description of the Work

Exploration for concentrations of strategic mica shall be performed in the area indicated on the map entitled Sketch of the Fred Robinson Pros. Mitchell Co., N. C. DMSA-3971 (mica), attached hereto and made a part hereof.

The work is divided into two stages as described below. The Operator shall complete Stage I, and shall perform as much of Stage II as the Government approves in writing.

Stage I

With a D-6 bulldozer or equivalent, cut 2 trenches across the pegmatite, northeast of the existing 25-foot shaft. Each trench shall be approximately 50 feet long by 12 feet wide by 6 feet deep.

Stage II

1. Construct:

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

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

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

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

The powder and exploder magazines shall be boxed on all sides; shall be made from 2-inch hardwood or 3-inch softwood lumber; and shall be braced at the corners. No metal shall be exposed and the lids or doors shall be securely locked with the equivalent of a 6-tumbler jarproof lock.

2. Sink a 2-compartment inclined shaft on the pegmatite, or as nearly as possible, a distance of not more than 40 feet.

3. From at or near the bottom of the shaft (item 2) explore the pegmatite by driving not more than 80 feet of drifts and/or crosscuts.

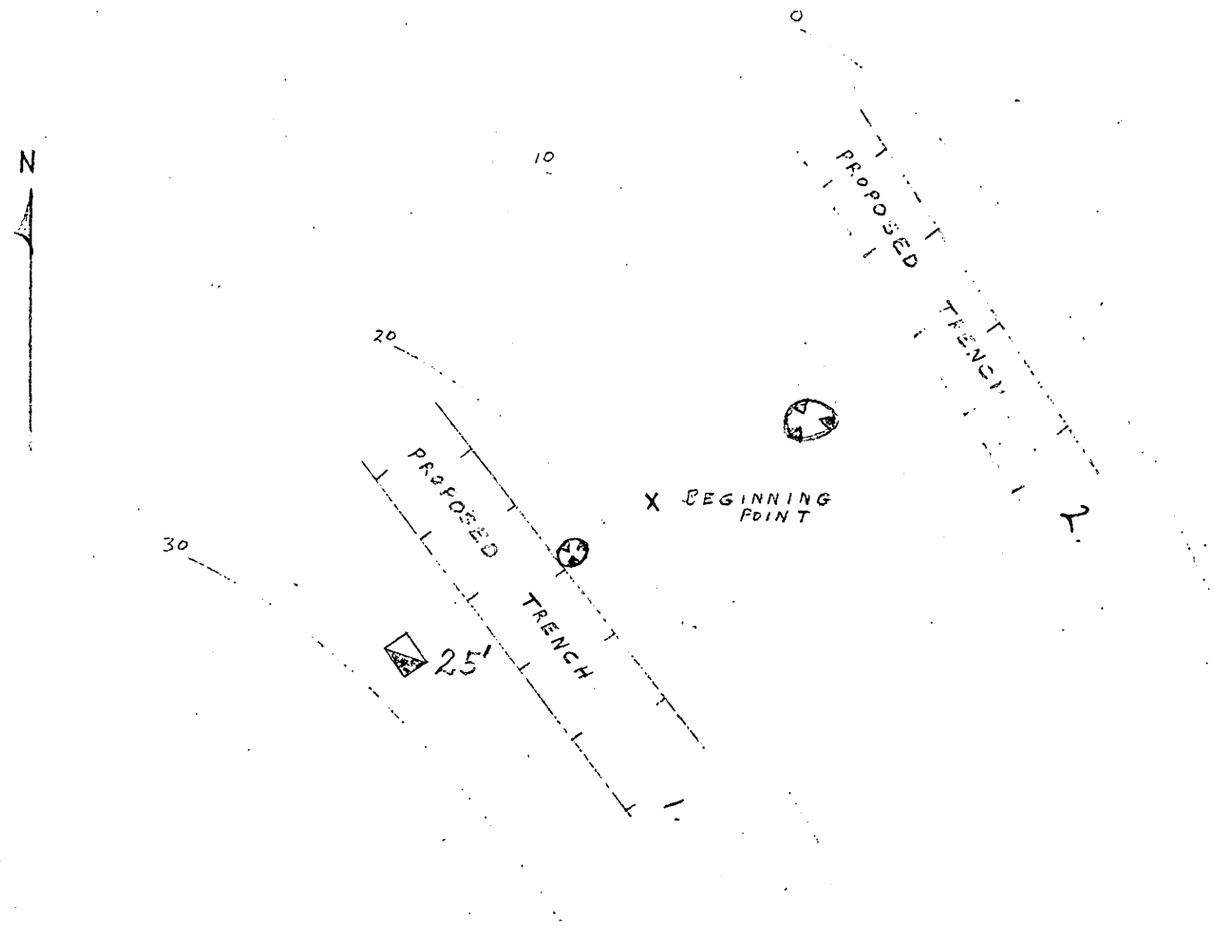
The shaft, and the drifts and/or crosscuts shall be timbered as necessary and shall have minimum cross-sectional dimensions of 5 feet by 7 feet in the clear of timber.

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

Fixed Unit Costs

Bulldozing 2 trenches - 260 cu. yds. @ $0.40/cu. yd.		$ 104.00
Constructing - Toolhouse 1/		78.00
Powder magazine 1/		25.00
Exploder magazine 1/		13.00
Sink 40 feet of inclined shaft	@ $40.00/ft.	1,600.00
Drive 80 feet of drifts and/or crosscuts	@ $30.00/ft.	2,400.00
Estimated Total Cost of Project		$4 220.00
Government Participation @ 75%		$3,165.00

1/ The completed work constitutes the unit.



MICA GNEISS
PEGMATITE
SHAFT

SKETCH OF THE

FRED ROBINSON PROS.

MITCHELL CO., N.C.

0 20 40 FEET

SCALE

DMEA - 3971 (MICA)

10-5-55

MF-203
Revised March 24, 1955

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

CONSENT TO LIEN

RECEIVED
SEP - 8 1955

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 at the center of what is known as the F. M. Robinson Prospect which is located approximately 175' NW of a large White Oak Tree, and running 250' North; thence 250' West; thence 500' South; thence 500' East; thence 500' North; thence 250' West to a point of closing. This property located in Mitchell County about 1/4 mile from Bandana Post Office.

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." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

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

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

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

5. Added provision: _____

_____

_____

_____

_____

_____

_____

_____

Dated this _____ day of DEC 1 1955, 195__.

F H Robinson [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]

Docket Copy
Surname:
Anderson
Houk
Chambers
Selfridge
F. Johnson

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

JUL 3 - 1956

Messrs. John Jarrett, Sam Phillips
and John Phillips
C/O Mr. John Jarrett
Route 3
Bakersville, North Carolina

Re: Docket No. DMEA-3971 - Mica
John Jarrett, Sam Phillips
and John Phillips
Fred Robinson Prospect
Mitchell County, North Carolina
Contract No. Idm-E901

Gentlemen:

Reference is made to your terminated 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,

G. O. Mittendorf

Administrator

WCAnderson:gad 6/28/56
Copy to: Admr. R. File
Docket
Mr. Chambers
Mr. Dietrich, 3061
Mr. Kiilsgaard, 5222
Field Team, Region V
Mr. Houk
Mr. F. H. Robinson (attached to Field Team copy for forwarding)
Mr. Anderson

R.C.S.

IN REPLY REFER TO:

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

RECEIVED
JUN 29 1956

June 28, 1956

Re: DMEA A 3971, Idm-E901
John Jarrett, et al.
Fred Robinson prospect
Mitchell Co., N. C.
$4,218.00 - 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 work on a nondefined pegmatite. The application said it was reported 2 tons of high quality mica was recovered from a 12-foot shaft.

The examiners saw little tending to confirm the report and recommended a 2-stage work program, Stage I to consist of bulldozing. The bulldozing, completed at a cost of $104.00, failed to reveal a pegmatite of promise and the work was stopped.

The examiners and the Field Team recommend that no certificate of discovery be executed.

I concur with that recommendation.

N. E. Nelson

N. E. Nelson

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

Project Summary Report

By: Walter C. Anderson, Nonmetallic Minerals Division

1. Docket No. DMEA-3971 - Mica
Contract No. Idm-E901
Fred Robinson Prospect
Mitchell County, North Carolina

Application: Form MF-103 (April 1952) received September 8, 1955

Work proposed by applicant:	
Bulldoze shaft site	$300.00
75 feet of shaft @ $50/ft.	3,750.00
100 feet of drift @ $35/ft.	3,500.00
Total amount requested	$7,550.00

Operators: John Jarrett, Sam Phillips and John Phillips, Partners
C/O John Jarrett
Route 3
Bakersville, North Carolina

Operators' property rights: Five year mining lease on the F. H. Robinson property consisting of 5+ acres, dated August 30, 1955.
Consent to Lien of Owner, dated December 1, 1955.

2. Contract: Form MF-200A (June 1954) dated December 1, 1955.

Work authorized:

Stage I	
Bulldozing 2 trenches - 260 cu.yds @ $0.40/cu.yd.	$104.00
Stage II Constructing - toolhouse, powder and exploder magazines	116.00
Sinking 40 ft. of inclined shaft @ $40/ft.	1,600.00
Driving 80 ft. of drifts and/or crosscuts @ $30/ft.	2,400.00
Estimated total cost of project	$4,220.00
Government participation @ 75%	$3,165.00

Amendments: None

Work completed:

Stage I	
Bulldozing	$104.00
Total accepted cost	$104.00
Government participation	$78.00

Project began on December 13, 1955, and ended December 14, 1955.

Field Team Final Report received January 27, 1956.

Operators' December 1955 and only monthly report, accepted as Final Report, received January 27, 1956.

No mica production during the project.

3. Audit - Report of Review issued February 8, 1956.

Total accepted cost	$104.00
Government participation	$ 78.00

4. Certification of Discovery - none issued.

5. Comments:

How conducted - All of the work in which the Government participated was acceptable.

Operation - Very little work done.

Engineering - Only the work was done as was necessary to establish the non-existence of strategic mica.

Geological premise: Because of poor exposures this project could not be appraised. Stage I of the contract proved that strategic mica did not exist.

Geological criteria upon which work was based:

1. Pegmatite - None exposed. The old shaft, collared in mica schist, cut the pegmatite below the 20-foot level. No information concerning size, dip and strike was available.
2. Mica - No information.

Criteria developed during project:

1. Pegmatite - Trench No. 1 of two trenches exposed 3 parallel mica-poor, weathered pegmatites, 8 inches to 5 feet thick over a length of 85 feet. The other trench exposed a 10 inch thick pegmatite, barren of mica for a distance of 65 feet.
2. Mica - Only sparse scrap mica exists.

Future possibilities - None.

Recommendation: The Nonmetallic Minerals Division agrees with the Field Team that sufficient work was done to prove the non-existence of strategic mica and that no certification be made. This is concurred in by the commodity members of the Bureau of Mines and the Geological Survey.

Walter C. Anderson

Walter C. Anderson
Nonmetallic Minerals Division

DOCKET COPY
Surname:
Anderson
Houk
Selfridge
Johnson
Wittendorf

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

600

FEB 13 1956

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

Re: Docket No. DMEA-3971-Misc
John Jarrett, Sam Phillips
and John Phillips
Fred Robinson Prospect
Mitchell County, North Carolina
Contract No. Idm-5901

Dear Mr. Laurence:

Reference is made to the Field Team Final Report of the subject contract.

In its report, the Field Team recommends that the contract be terminated by mutual consent. This procedure is not necessary when only Stage I of a two stage project has been completed. You need only notify the Operator in writing that since results of Stage I of the project do not justify the work of Stage II, the contract is hereby considered terminated.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (WB)

Approved:

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

Thor H. Kiilsgaard (WB)
Member, Geological Survey

WCAnderson:ms 2/13/56
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Anderson

R.C.L.

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

RECEIVED
FEB - 8 1956

February 8, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-3971 (mica)

Applicant: J. Jarrett, S. & J. Phillips

Name and Location of Property: Fred Robinson, Mitchell Co., N. C.

Contract Number: Idm-E 901

Date of Field Team Report: 1/24/56

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 1/31/56

Field Team Recommendation: Recommend termination by mutual consent and that no certification be made.

Comments:

1. Only sparse scrap mica was encountered in weathered pegmatites.

2. Possibility for discovery of a worthwhile deposit of strategic mica is considered poor.

3. Expenditures -

Total approved	$4,220.00
Total cost	104.00
Gov't. share of the cost	78.00
Value of production during operation	None

Recommendation: I concur with the recommendations of the field team.

W. F. Dietrich

W. F. Dietrich

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1055 POST OFFICE BLDG.
WASHINGTON 25, D.C.
KNOXVILLE 2, TENN.

January 25, 1956

RECEIVED
JAN 27 1956

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Final Report, DMEA-3971, Idm-E901 (mica) John Jarrett, Sam Phillips and John Phillips. Fred Robinson Prospect, Mitchell County, North Carolina

Enclosed are four copies of the ~~subject contract.~~ Final Report As there was no recovery of mica, and all work was reported on the first and only voucher, we have accepted the narrative accompanying the Operator's December voucher as fulfilling the requirement for a final report.

Certification is not recommended.

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

L. E. Shirley
L. E. Shirley for
V. J. Lynch, Member
U. S. Bureau of Mines

Reviewed by
DMEA OPERATING COMMITTEE
2-1-56
(date)

RECEIVED
JAN 27 1956

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT

BY

FIELD TEAM - DMEA - REGION V

On

DMEA-3971, Idm-E 901 (mica) FRED ROBINSON PROSPECT
Mitchell County, North Carolina

By

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

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

January 24, 1956

Reviewed by
DMEA OPERATING COMMITTEE
2-1-56
(date)

FINAL REPORT

On

DMEA-3971, Idn-E901, FRED ROBINSON PROSPECT
Mitchell County, N. C. (mica)

RECEIVED
JAN 27 1956

Operators: John Jarrett, Sam Phillips, and John Phillips, c/o John Jarrett, R#3, Bakersville, North Carolina

Location: About 1000 feet west of the Bandana Post Office in Bandana Hollow, Mitchell County, North Carolina

Only sparse scrap mica exists in weathered pegmatites. Stage II is not recommended. It is recommended that the contract be terminated by mutual consent, and that no certification be made.

Work began December 13, 1955 and was completed December 14, 1955. Approximately 600 cubic yards of material was removed from two intersecting cuts by a bulldozer.

Three parallel mica-poor, weathered pegmatites, 8 in. to 5 ft. in thickness, are exposed in one trench that trends N 10° W and is 85 ft long, 10 ft wide, and 15 ft in depth (see map). The other trench is 65 ft long, 9 ft wide, 8 to 10 ft deep, and trends N 70° W. One small (10 in. wide) pegmatite, barren of mica, strikes about N 70° E across the cut (see map).

Pegmatite consists of perthite and plagioclase, with scattered quartz and muscovite. A highly weathered, kaolinized, 5 ft thick, pegmatite represents the thickest dike encountered. It strikes N 55° E. and dips 75° SE in the N 15° W cut. The only mica recovered came from two small pegmatites in the bottom of the same cut (see map profile). These pegmatites strike N. 70° E and dip 80° SE in a country rock of highly weathered biotite schist.

Green mica is sparse, small (only one block was 3 inches wide), bent, stained and generally of poor quality. No strategic mica was recovered.

Conculsion:

No reserves of strategic mica are inferred or indicated, therefore the field examiners recommend termination by mutual consent, with no certification.

Expenditures:

(a)	Total approved	$4,220.00
(b)	Government's share	3,165.00
(c)	Total Spent	104.00
(d)	Government's share expended	78.00
(e)	Government's share unexpended	3,087.00
(f)	Value of production during contract	none
(g)	Royalty paid to date	none

January 24, 1956

L. E. Shirley, Mining Engineer
Bureau of Mines

and

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

z

Docket copy

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.
ROOM 12 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

RECEIVED
DEC 28 1955

December 20, 1955

Mr. John Jarrett
Route 3
Bakersville, North Carolina

Re: DMEA-3971, Idm-E901 (Mica)
John Jarrett, Sam Phillips
and John Phillips
Fred Robinson prospect

Dear Mr. Jarrett:

On recommendation of our field examiners, after their last visit to the Fred Robinson prospect, Stage II of the contract is not approved. This letter, therefore will serve in lieu of the usual termination agreement.

Your final voucher, for the work of Stage I, has been approved and forwarded for payment. The narrative which accompanied the voucher will be accepted as your final report, as all work was accomplished during the period of this voucher.

Very truly yours,

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

RAL/mg
cc - Government's Copy
Docket Copy
Division Copy
Fonance Office Copy
Field Team's Copy
Operating Committee (2)
Mr. Lynch
Mr. Shirley

INTERIM REPORT

RECEIVED
DEC 27 1955

DMEA-3971, Idm-E901 (mica) FRED ROBINSON

OPERATOR: John Jarrett, Sam Phillips, and John Phillips, c/o John Jarrett, Route #3, Bakersville, N. C.

LOCATION: 1,000 feet west of Bandana Post Office in Bandana Hollow, Mitchell County, N. C.

The starting date on this contract was December 13, 1955. Stage I, consisting of trenching by bulldozer, has been completed. The Field Examiners are of the opinion, based on the results of the trenching, that no additional exploration as Stage II is warranted.

Excavation completed consisted of two trenches as follows: Trench No. 1 trending N10°W, 85'x10'x15' deep, exposed three essentially parallel pegmatites, striking N70°E, and dipping 75°SE, varying from 8 inches to 5 feet in thickness. The bodies were composed of feldspar, scattered quartz and mica of very poor quality. The mica was highly stained and bent very badly. Trench No. 2 trends N70°W, is 65'x9'x8 to 10' (maximum depth) and exposed two narrow parallel pegmatites from 4 inches to 10 inches thick. Mica was sparse and only one block of good quality mica was observed. Approximately 600 cubic yards of material was moved from both cuts, and required machine time in excess of that allowed in the contract.

The Field Examiners and Operators are in agreement that no additional exploration is warranted at this mine. The work under contract was completed satisfactorily.

L. E. Shirley

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

SCB

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

December 14, 1955

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

RECEIVED
DEC 15 1955

December 13, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region V - Knoxville

Subject: Signed Contract - Idm-E901, DMEA-3971 (mica)
John Jarrett, et al, R#3, Bakersville, N. C.

Transmitted are three signed copies of the subject contract.

The usual distribution of the other copies has been made by this office. Please note completion date incorrectly dated April 27, 1955.

Robert A. Laurence

Robert A. Laurence

Docket Copy
Surname:
Anderson
Houk
Chambers
Selfridge
Johnson

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

DEC - 1 1955

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

Subject: Docket No. DMEA-3971 - Mica
John Jarrett, Sam Phillips
and John Phillips
Fred Robinson Prospect
Mitchell County, North Carolina

Dear Mr. Laurence:

Please find herewith the original and five copies of a contract covering the subject exploration project which have been signed by the Administrator for the Government with effective date as shown. Two extra copies of "Exhibit A" are enclosed for the use of the Field Team.

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

After execution of the contract, the copies are to be distributed in the usual manner. Copies of memoranda dated November 4 and 7, 1955, by Mr. H. E. Nelson, USGS, and Mr. W. F. Dietrich, USBM, respectively, relating to the project are enclosed.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (JB)

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

Thor H. Kiilsgaard (JB)
Member, Geological Survey

Enclosures 12

WCAnderson:gad 11/29/55
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 52
Mr. Dietrich, 30
Mr. Houk

Anderson

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

RECEIVED
NOV - 7 1955

November 7, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-3971 (mica)

Applicant: J. Phillips, J. Jarrett, S. Phillips

Name and Location of Property: Fred Robinson Prospect, Mitchell Co., N. C.

Date of Field Team Report: 10/5/55

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 11/3/55

Field Team Recommendation: Recommend a 2-stage unit-cost contract.

Comments:

1. Little bed rock is exposed but the material on the dumps indicates that a mica bearing pegmatite occurs.

2. Proposed exploration outlined by the field team is consistent with good engineering practices and estimated costs are in line with other DMEA projects.

3. Total estimated costs are in the amount of $4,218.00.

Recommendation: I concur with the recommendation of the field team for a staged unit-cost contract.

W. F. Dietrich

W. F. Dietrich

Anderson

IN REPLY REFER TO:

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

RECEIVED
NOV - 4 1955

November 4, 1955

Re: DMEA 3971
John Jarrett, et al.
Fred Robinson Prospect
Mitchell Co., N. C.
$4,218.00 - 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 staged work program proposed for this nondefined pegmatite is realistic, since no pegmatite in place is now exposed, but a dump contains mica of strategic quality.

The work proposed would consist of and cost:--

Stage I

Trenching	$ 104.00

Stage II

Buildings	114.00
Shaft, 40 feet	1,600.00
Drifting, 80 feet	2,400.00
Total	$4,218.00

The application reported that 2 tons of high-grade mica had been taken from a 12-foot shaft, and stated that the vein might be the same as that at the Sink Hole mine. The examiners make no such correlation.

I concur with the recommendation of the Field Team that the application as revised be accepted.

N. E. Nelson

N. E. Nelson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 4 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

RECEIVED
OCT 31 1955

October 27, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V

Subject: Field Examination Report, DMEA-3971 (mica) John Jarrett, Sam and John Phillips, Partners. Fred Robinson Pros. Mitchell County, N. C.

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

We recommend approval of a two-stage unit-cost contract as outlined in the examination report.

Beginning point in the land description is indicated by an X on the sketch map.

Robert A. Laurence

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

V. J. Lynch

V. J. Lynch, Member
Bureau of Mines

Received
DMEA OPERATING COMMITTEE
11-4-55

RECEIVED
OCT 3 1 1955

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

EXAMINATION REPORT BY FIELD TEAM, REGION V

On

DMEA-3971, FRED ROBINSON PROSPECT (mica)
Mitchell County, N. C.

By

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

and

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

October 5, 1955

Reviewed by
DMEA OPERATING COMMITTEE
11-4-55
(date)

RECEIVED
OCT 31 1955

FIELD EXAMINATION REPORT
On
DMEA-3971, FRED ROBINSON PROSPECT (mica)

Applicants: John Jarrett, Sam Phillips and John Phillips, c/o John Jarrett, R#3, Bakersville, N. C.

Exposures are very poor at this place. No pegmatite is exposed, and dumps are covered with vegetation. The uppermost dump at least contains pegmatite and mica of strategic quality. It is recommended that this project be considered for two stages. Stage I should consist of cutting two trenches across the pegmatite northeast of the 25-foot shaft. Stage II should consist of sinking a new shaft from one of the trenches, if favorable results are obtained from Stage I.

This deposit was examined October 5, 1955. Mr. John Jarrett accompanied the examiners on the inspection which required one hour.

The Fred Robinson Prospect is about 1000 feet west of Bandana Post Office in Bandana Hollow, Mitchell County, North Carolina. Access is excellent at all times. All applicants have had mica mining experience and are competent to conduct the proposed work. Area under lease is adequate for the project. The relation of the leased area to the proposed work and 25-foot shaft are shown on the attached sketch.

Original work was done at this place about 40 years ago. The 25-foot shaft was sunk during World War II and was stoped, according to reports because the Operator could not secure equipment or labor. The two old pits were of unknown depth, but probably were less than ten feet. They have been made over a strike length of about 40 feet, on a N. 60° E. trend. The collar of the 25-foot shaft is in mica schist which strikes N. 58° E and dips steeply to the southeast. Apparently the shaft cut pegmatite on its dip below the 20-foot level.

Pegmatite dump material from the 25-foot shaft is unweathered; is composed of perthite, plagioclase, quartz, and muscovite listed in order of abundance. No information is available as to the thickness, strike, dip, or mica content of the pegmatite. It is probably conformable to the enclosing rock.

Because of poor exposures, the Examiners cannot appraise this deposit; therefore, we recommend it be explored in two stages. Stage I should consist of two crosscutting trenches, 50' x 12' x 6'. Each trench should be located as follows: Trench 1 - across the middle pit, and Trench 2-northeast of the northeast pit. If Stage I exposes favorable pegmatite, Stage II should consist of the construction of a toolhouse and two magazines, sinking a 40-foot incline on the pegmatite and driving 80-feet of levels.

Estimated Cost:

Stage I - Cut two bulldozer trenches, 50' x 12' x 6'
260 cu. yds. @ 40¢ per yd. $104.00

Stage II-

Construct toolhouse	76.00
" powder magazine	25.00
" exploder "	13.00

Sink, 2-compartment, 40-foot incline on pegmatite, timber where necessary (20 shifts) 2 ft/shift

Labor:

1 - Miner @ $1.50/hr.	$240.00	15.00/ft.
1 - Hoistman @ $1.25/hr.	200.00	
1 - Laborer @ $1.00/hr.	160.00	

Equipment (rental)

Compressor, drill @ $220/Mo.	220.00	6.75
Hoist @ $50/Mo.	50.00	

Supplies:

Explosives	100.00	- 2.50
Timber, 3 M @ $65/M	195.00	- 4.87
Gasoline and oil	60.00	- 1.50
Drill steel	50.00	- 1.25
Small tools	50.00	- 1.25
Miscellaneous	179.00	- 4.47
Compensation insurance	60.00	2.40
Unemployment Ins. and Social Security	24.00	
Sales Tax	12.00	
		$1,600.00

40.00/ft

Drive 80 feet of drift (30 shifts)
2.7 ft/shift

Labor:

1 - Miner @ $1.50/hr.	360.00	14.25
1 - Hoistman @ $1.25/hr.	300.00	
2 - Laborers @ $1.00/hr.	480.00	

Equipment (rental)

Compressor, drill & jackleg @ $230/Mo	345.00	5.25
Hoist @ $50/Mo.	75.00	

Supplies.

Explosives	200.00	- 2.50
Timber, 1M @ $65/M	65.00	- 0.81
Gasoline and oil	125.00	- 1.56

Supplies (Con'td)

Drill steel	100.00	- 1.25
Small tools and pipe	75.00	- 0.94
Miscellaneous	91.00	- 1.14
Compensation Ins	114.00	2.30
Unemployment Ins. & Social Sec.	55.00	
Sales tax	15.00	
		$2,400.00 $30/ft.

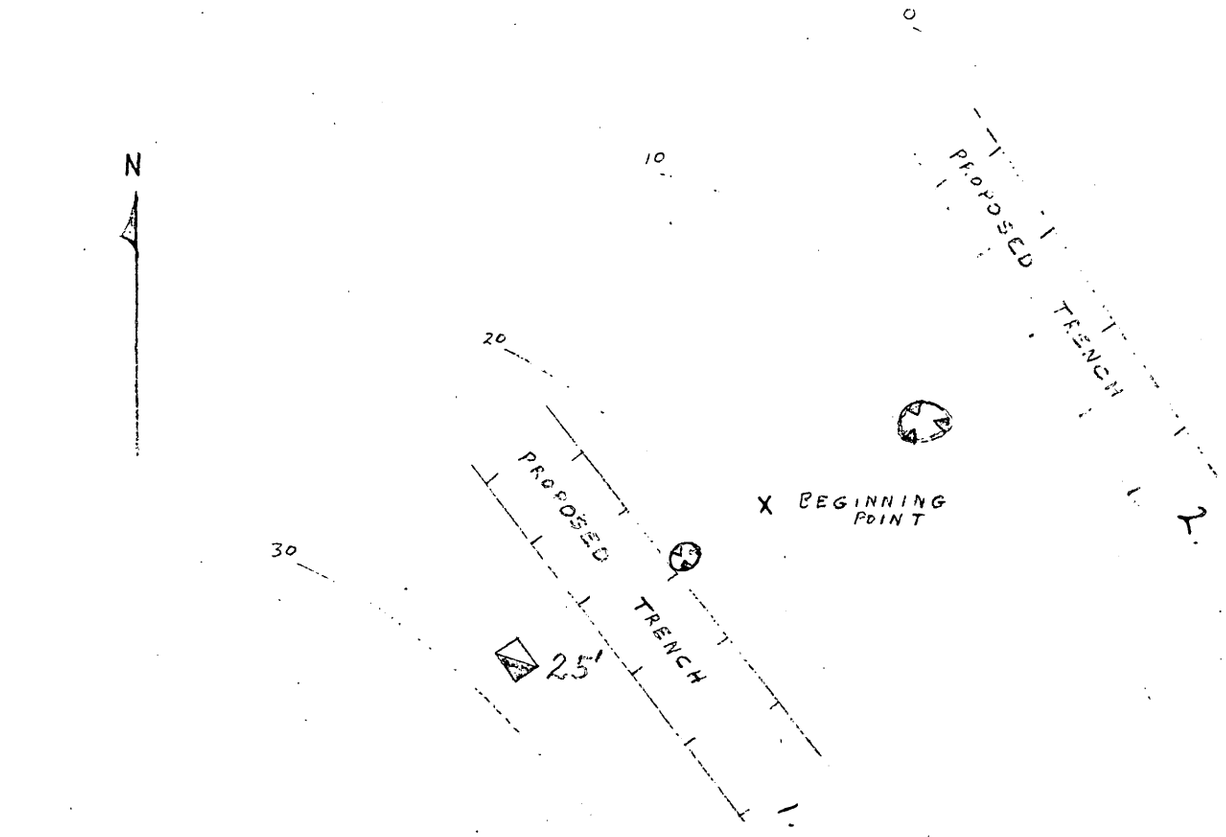
Estimated Total cost Stage II	$4,114.00
Estimated total cost of Stages I and II	$4,218.00

Examined:
October 5, 1955

K. H. Teague, Geologist
U. S. G. S.

L. E. Shirley, Mining Engineer
U. S. B. M.

z



MICA GNEISS
PEGMATITE
SHAFT

SKETCH OF THE

FRED ROBINSON PROS.

MITCHELL CO., N.C.

0 20 40 FEET

SCALE

DMEA - 3971 (MICA)

10-5-55

Docket Copy
Surname:
Anderson
Elkington
Selfridge
Fitzmaurice

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

600

SEP 16 1955

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

Subject: Docket No. DMEA-3971 - Mica
John Jarrett, Sam Phillips
and John Phillips
Fred Robinson Prospect
Mitchell County, North Carolina

Dear Mr. Laurence:

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

Copies of memoranda from Mr. N. E. Nelson of the Geological Survey, dated September 9, 1955, and from Mr. W. F. Dietrich of the Bureau of Mines, dated September 12, 1955, are enclosed.

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

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GHB)

Approved:

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

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

Enclosures 4

WCAnderson:gad 9/15/55
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Anderson

R.C.S.

Docket Copy
Surname:
Anderson
Cooper
Selfridge
Nelson
Geehan
Johnson

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

SEP 16 1955

Messrs. John Jarrett, Sam Phillips
and John Phillips
C/o John Jarrett
Route 3
Bakersville, North Carolina

Re: Docket No. DMEA-3971 - Mica
John Jarrett, Sam Phillips
and John Phillips
Fred Robinson Prospect
Mitchell County, North Carolina

Gentlemen:

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

The Regional Office will contact you at an early date if an examination is to be made. Any assistance you may give the members of the Field Team during the examination will be appreciated.

Sincerely yours,

G. O. Mittendorf

Administrator

WCAnderson:gad 9/15/55
Copy to: Admr. R. File
Docket
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Anderson

RCS.

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

RECEIVED
SEP 1 1955

September 12, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-3971 (mica)

Applicant: J. Jarrett, S. Phillips and J. Phillips

Name and Location of Property: Fred Robinson Prospect, Mitchell Co., N. C.

Date Application Rec'd. by Br. of Ceramic & Fertilizer Materials: 9/8/55

Comments:

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

2. Total estimated costs are in the amount of $7,550.00.

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:

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

RECEIVED
SEP - 9 1955

September 9, 1955

Re: DMEA 3971
John Jarrett, Sam Phillips
and John Phillips
Fred Robinson Prospect
Mitchell Co., N. C.
$7,550 - Mica

Memorandum

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

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

Subject: Review of application.

The applicants ask for assistance in bulldozing (30 hours), sinking a 75-foot shaft, and driving 100 feet of drift at a cost of $7,550.00.

According to the applicants, 2 tons of high quality mica was recovered from a 12-foot shaft. If the report is true a good mica deposit has been rediscovered. The scanty information concerning location given in the application assists none in evaluating the inference of the applicants that the shaft showing is in the Sinkhole vein.

No claim is made that anything other than 'materials' can now be seen, but a general check is needed. A staged program may be warranted. Referral to the Field Team is recommended.

N. E. Nelson

N. E. Nelson

September 9, 1955

Mr. John Jarrett
Route 3, Bakersville, N. C.

Subject: DMEA 3971
Re: Exploration Assistance
Fred Robinson Prospect

Dear Mr. Jarrett:

The receipt of your application dated September 2, 1955 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA 3971 and referred to the Non Metallics Minerals Division.

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

Sincerely yours,

Robert E. Adams, Chief
Operations Control and
Statistics Division

60932

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED
SEP - 9 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. DMEA 3971
Metal or Mineral Mica
Date Received 9.8.55
Estimated Cost 7,550.00
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: John Jarrett, Sam Phillips and John Phillips
c/o John Jarrett
Route 3, Bakersville, N. C.

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

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

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

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

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract: Legal description given on attached lease.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. (*a*) Are you prepared to furnish your share of the cost of the proposed project in accordance with the regulations on Government participation (Sec. 7, DMEA No. 1)? Yes. Will furnish required 25%.

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

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

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated 9-2-55, 195...

John Jarrett, Sam Phillips & John Phillips
(Applicant)

By Sam L. Phillips
Partner

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

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MF-103 (Continuation Sheet)

4. (a) This place was worked some forty years ago, and a 12' shaft was sunk. Applicants had no interest in previous operations.

(b) Reports are that about two tons of high quality mica were recovered from the 12' shaft. This mica is reported to be the same quality as Sink Hole Mica.

(c) We believe this vein may be the same as the Sink Hole, and from appearances of materials we believe that by exploration high quality ruby mica may be found.

(d) Project is accessible to roads and shipping.

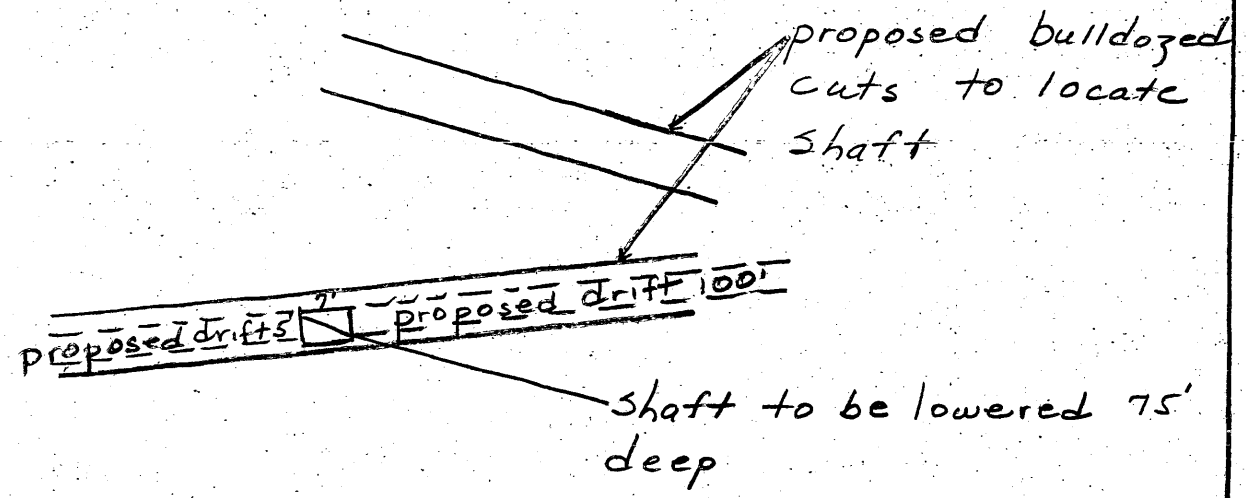
(e) Manpower, materials, supplies and equipment available. Power is within 100 yards.

6. Estimate of costs and proposed work:

We propose to bulldoze cuts in order to best locate shaft, then sink 5'x7' shaft 75 feet deep, then drift with vein 100 feet.

30 hours bulldozing @ $10.00 per hour	$ 300.00
75' Shaft @ $50.00 per foot	3750.00
100' Drift @ $35.00 per foot	3500.00
	$ 7550.00

FRED ROBINSON PROSPECT



SEP 1 0 1985
DIVISION OF

MINING LEASE

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SEP - 8 1955

State of North Carolina Mitchell County:

This indenture made this 30th day of August, 1955, ~~1953~~,

between F. M. Robinson

of Mitchell County and State of North Carolina as party of the first part, and known as lessor, and John Jarrett, Sam Phillips and John Phillips

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

WITNESSETH, That the party of the first part in consideration of One Dollar in hand received and hereby acknowledged by the lessor, and in consideration of the agreements hereinafter contained, on the part of the party of the second part to be performed, hereby bargains, leases and grants to the party of the second part, and his heirs and assigns, for the period of five years from the date of this agreement, the following described real property, for mining purposes, in the County and State first above written to wit:

Beginning at the center of what is known as the F. M. Robinson Prospect which is located approximately 175' NW of a large White Oak Tree, and running 250' North; thence 250' West; thence 500' South; thence 500' East; thence 500' North; thence 250' West to a point of closing. This property located in Mitchell County about 1/4 mile from Bandana Post Office.

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

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

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

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, shall have the option to renew this lease and to extend the period of its running for an additional five years from the date of its present termination. The option shall be exercised by giving formal written notice to the party of the first part or by the continuation of any mining operations then being conducted. The lessor reserve the right to use the land, or convey the same not conflicting with this lease, but under any conveyance the terms of this lease must be recognized by the grantee, purchaser, or assigns thereof. And it is agreed that the lessee may assign this mining lease or any part thereof and that he may sublease.

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

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

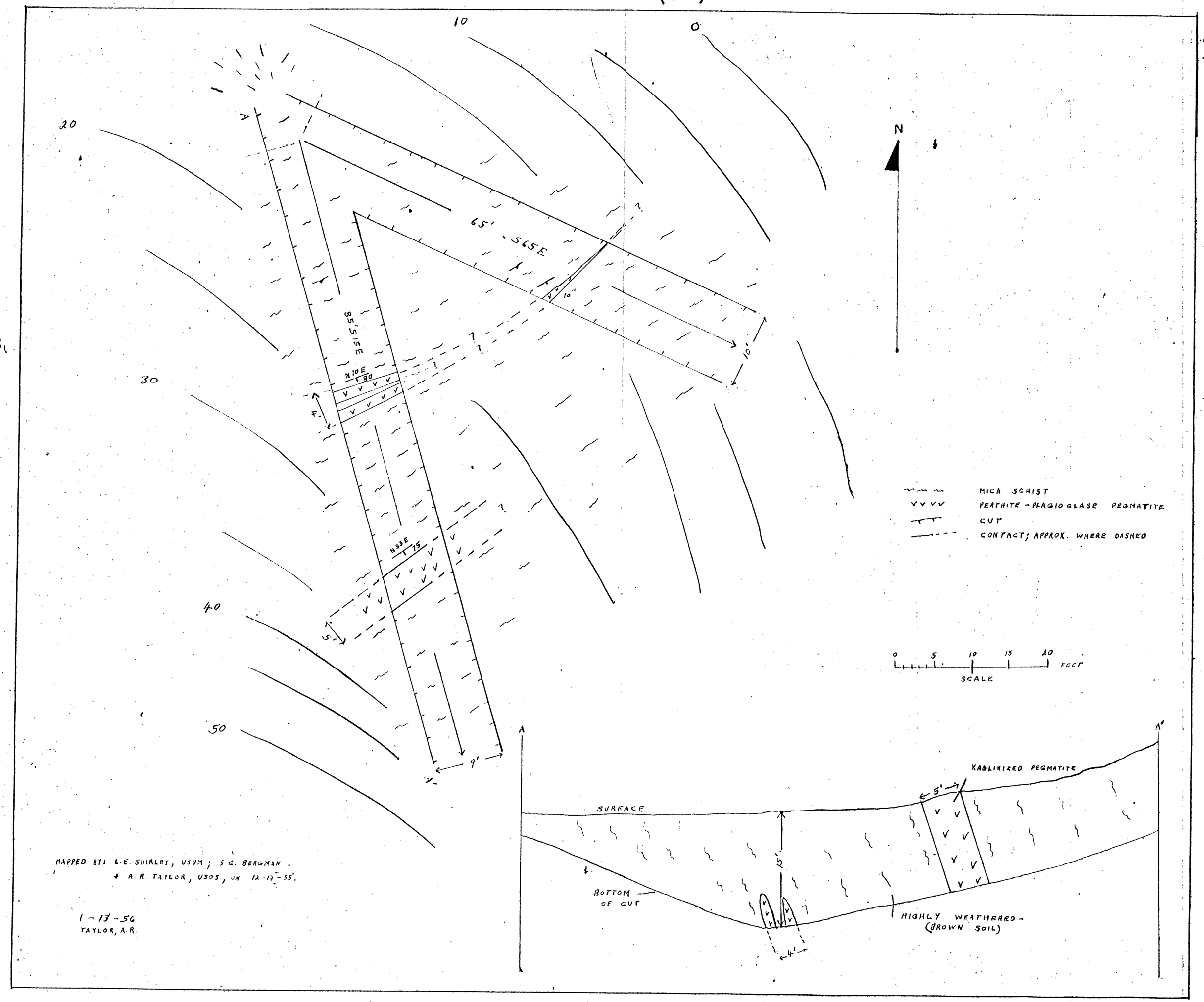
WITNESS our hands and seals the day and year first above written.

Witness: F M Robinson (Seal)

_____ _____ (Seal)

_____ (Seal)

FRED ROBINSON PROS.
MITCHELL CO., N.C.
DMEA - 3971 (MICA)



MAPPED BY: L.E. SHIRLEY, USBM; S.C. BERGMAN & A.R. TAYLOR, USGS., ON 12-11-55.

1-13-56
TAYLOR, A.R.