MF-203
Revised March 24, 1955

RECEIVED
SEP 21 1955

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

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Mitchell, State of North Carolina, described as follows:1/ Beginning on a stake at the center of the Hoyle Prospect which is located 200' N. of an iron stake, 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 prospect located 2 miles N.E. of Wing, N. C.

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 19th day of September, 1955.

x Bessie Sprouse [Seal] Route 3, Bakersville, N.C.

_____ [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]

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Operator _____
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CONSENT TO LIEN

To the United States of America:

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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: _____

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_____

Dated this 19th day of September, 1955.

Brown Spaulding [Seal] Route 3, Bladensville, D.C.

_____ [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.

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[Corporate Seal]

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EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA-
Contract No. Idm-E
Contract Date

CONSENT TO LIEN

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5. Added provision: _____

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Dated this 19th day of September, 1955.

Brown Sparks [Seal] Route 3, Bakersville, N.C.

_____ [Seal]

_____ [Seal]

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[Corporate Seal]

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Revised March 24, 1955

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EXPLORATION PROJECT CONTRACT
Operator _____
Docket No. DMEA- _____
Contract No. Idm-E _____
Contract Date _____

CONSENT TO LIEN

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5. Added provision: _____

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_____

Dated this 19th day of September, 195 5.

Brown Gibbs [Seal] Route 3, Bakersville, N.C.

_____ [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.

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[Corporate Seal]

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5. Added provision: _____

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Dated this 19th day of September, 1955.

Brown Spencer [Seal] Route 3, Bakersville, N.C.

_____ [Seal]

_____ [Seal]

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_____

[Corporate Seal]

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EXPLORATION PROJECT CONTRACT
Operator _____
Docket No. DMEA- _____
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5. Added provision: _____

_____

_____

_____

_____

_____

_____

_____

Dated this 19th day of September, 1955.

Bruce Greer [Seal] Route 3, Bakersville, N.C.

_____ [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]

Mr. Howard Hayles
Route 3
Bakersville, North Carolina

Re: Docket No. DMEA-3987 - Mica
Howard Hayles
Hayles Prospect
Mitchell County, North Carolina

Dear Mr. Hayles:

Your application for aid for an exploration project and other reports available to us in Washington relating to the subject property have been reviewed.

Projects approved by the Defense Minerals Exploration Administration must, in its judgment, show definite promise of yielding materials of acceptable grade in quantities that will significantly improve the mineral supply position for the National Defense Program.

Careful study of all our information indicates to us that the probability of disclosing significant reserves of mica by your proposed program is not sufficiently promising to justify Government participation. We regret to advise you, under these circumstances, that your application for exploration assistance is denied.

We wish to thank you for your interest in the Defense Minerals Program and for bringing your property to our attention.

Sincerely yours,

C. C. Mittendorf

Administrator

JHopkins:ad 12/5/55
Copy to: Admr. 2, File
Docket
Operating Committee
Field Team, Region V
Mr. Diedrich, 3061
Mr. Killegaard, 5222
Mr. Houk
Mr. Hopkins

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

RECEIVED
DEC - 1 1955

November 30, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-3987 (mica)

Applicant: Howard Hoyles

Name and Location of Property: Hoyles Prospect, Mitchell County, N. C.

Date of Field Team Report: 11/8/55

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 11/21/55

Field Team Recommendation: Recommend denial of this application.

Comments:

1. This is a new prospect and no data are available in this office on this property.

2. The mica is predominately small, bent, and contains numerous black mineral inclusions.

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

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

Signed
W. F. Dietrich

IN REPLY REFER TO:

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

RECEIVED
NOV 23 1955

November 22, 1955

Re: DMEA 3987
Howard Hoyles
Hoyles prospect
Mitchell County, N. C.
$6,000 - 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 pegmatite for which assistance in exploration was requested is a new find. Stripping has exposed it for 50 feet where it is 3.5 - 4 feet thick, non-conformable, coarse textured and zoned. Mica is fairly abundant, is small, bent, and contains numerous small, black, mineral inclusions.

Because of the small size and poor quality, the examiners consider the prospect has small chances of success and recommend that no assistance be granted.

I concur with the recommendation of denial of the application of the examiners and the Field Team.

N. E. Nelson

N. E. Nelson

NENelson:jeh
11/22/55
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.~~
KNOXVILLE, TENNESSEE

COPY

November 14, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V - Knoxville

Subject: Field Examination Reports: North Carolina — DMEA-3997, John J. Walker (mica) and DMEA-3987, Howard Hoyles (mica)

Enclosed are four copies of each of the subject examination reports.

The Field Team concurs with the field examiners and recommend denial of these applications.

s/ ROBERT A. LAURENCE
Robert A. Laurence
Executive Officer
DMEA Region V

s/ V. J. LYNCH
V. J. Lynch, Member
Bureau of Mines

11-21-55

RECEIVED
NOV 16 1955

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

EXAMINATION REPORT
BY
FIELD TEAM, REGION V

On

DMEA-3987, HOYLES PROSPECT(mica)
Mitchell County, N. C.

By

K. H. Teague, Geologist
S. C. Bergman, Geologist
A. R. Tayler, Geologist
U. S. Geological Survey
and

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

NOV 8, 1955

RECEIVED
NOV 16 1955

FIELD EXAMINATION REPORT
On

DMEA-3987, HOYLES PROSPECT (mica)
Mitchell County, N. C.

Applicant: Howard Hoyles, Route #3, Bakersville, North Carolina

This is a new prospect with no past production. The mica, although farily abundant, is predominately small, bent, and contains numerous small black mineral inclusions. It is the opinion of the field examiners that strategic grade mica would not be found at this location. Therefore, we recommend that the application for assistance be denied.

The DMEA field examiners visited the Hoyles Prospect, two miles northeast of Wing, North Carolina in company with Mr. Howard Hoyle, Mr. John Jarrett and S. L. Phillips on October 17, 1955. One hour was spent on the examination.

Workings consisted of a trench 6 - 10 feet deep, and 150 feet long. The trench exposed a zoned pegmatite.

A coarse-textured, zoned, 3.5 - 4 feet thick non-conformable pegmatite is exposed for a distance of 50 feet. Mica is present in a plagioclase wall zone surrounding a quartz-perthite core. The pegmatite trends N 35 W and dips 50-60° NE. It is non-conformable with the country rock which consists of weathered, hornblende gneiss. The gneiss trends NE and dips SE.

This new prospect is situated on a gently sloping hillside about one-quarter mile from a state road. Accessibility is good. Although a compressor was seen at the site, no other machinery or buildings were seen. Power is within one-quarter mile of the prospect.

Mineralogically, the mica is stained with a black mineral or minerals, bent, and clay-stained. The mica is predominately (about 90%) small, of the size 1" x 1" or smaller. Very few sheets ~~xxxxx~~ of mica (stained) were over 1 1/2 - 2" in size. After trimming, the muscovite sheets would not be of strategic size. The mica, non-ruby in color, does not indicate any possibility of success if exploration were carried out.

It is the conclusion of the field examiners that exploration would have little chance of success based on the poor quality of the mica alone.

Examined: October 17, 1955.

Teague, Tayler and Bergman, Geologists
U. S. Geological Survey

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

SEP 2 9 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-3987 - Mica
Howard Hoyles
Hoyles 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. L. F. Dietrich of the Bureau of Mines, dated September 23, 1955, and from Mr. N. E. Nelson of the Geological Survey, dated September 23, 1955, are enclosed.

If surface excavations are recommended for the proposed trenching and shaft site, detailed estimated costs for this work should be reported as costs per cubic yard in lieu of hours and cost of tractor or manual labor time.

Six copies of the "Consent to Lien" were received with the application and a copy of the application with a copy of the lease covering the land concerned were forwarded to your office on September 21, 1955. The land description on the "Consent to Lien" is the same as in the lease.

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,

FLKnouse:gad 9/27/55
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Knouse

George C. Selfridge
Chairman, Operating Committee

Approved:

P. F. Yopes
Member, Bureau of Mines

N. E. Nelson
Member, Geological Survey

Enclosures 4

SEP 27 1955

Mr. Howard Hoyles
Route 3
Bakersville, North Carolina

Re: Docket No. DMA-3987 - Mica
Howard Hoyles
Hoyles Prospect
Mitchell County, North Carolina

Dear Mr. Hoyles:

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,

D. D. Mittendorf

Administrator

FLKnouse:gad 9/27/55
Copy to: Admr. R. File
Docket
Field Team, Region V
Operating Committee
Mr. Fiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Knouse

IN REPLY REFER TO:

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

RECEIVED
SEP 26 1955

September 23, 1955

Re: DMEA 3937
Howard Hoyles
Hoyles Prospect
Mitchell Co., N. C.
$6,000.00 - Mica

Memorandum

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

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

Subject: Review of application.

Another "appearance of materials" prospect, so appraisal of the application is impossible.

Referral is automatic in cases such as this, and is so recommended.

N. E. Nelson

N. E. Nelson

NENelson:iml
G-9/23/55

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

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

September 23, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-3987 (mica)

Applicant: Howard Hoyles

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

Date Application Rec'd. by Br. of Ceramic & Fertilizer Materials: 9/21/55

Comments:

1. No data available in this office on this property.

2. Although it would be desirable for the applicant to furnish more complete information, it appears that a visit by an examiner would furnish more useful data.

Recommendation: It is recommended that the field team visit this mine when in that vicinity to ascertain if an exploration project is justified. If so, the field team and applicant should agree on a definite plan of exploration on a unit-cost basis.

Signed
W. F. Dietrich