DMEA Form 9
(Rev. 5/57)

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

OFFICIAL DOCKET FILE | Idm-E No. 925 | DMEA NO. 4055

Application (Denied
(Withdrawn
(After disposition, delete items not applicable)

Contract (Terminated - not Certified
(Cancelled
(Terminated - Certified
(Royalty Agreement

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

Folder No. 1:
Closing Letters

Left Side

✓ Report of Review
Royalty Audits 1/
Certification of Discovery
X Cost Audits 2/
Termination Notice or Agreement
Recision Notice
Assignment of Contract
✓ Contract Amendments
X Contract with all exhibits and annexes
X Owner's Consent to Lien
Subordination Agreement
X Application and attachments also applies 4542 which has been combined with 4055
Envelope for maps

Right Side

Project summary
✓ Work completed analysis
All other material filed in chronological order including the following reports if checked:

Field Team Semi-Annual Report for Certified Project
Final Field Team Report (Tab) ✓
Operator's Final Report (Tab) ✓
✓ Interim Field Team Reports X
✓ Operator's monthly reports and all attachments
On-site Exam Report (Tab) X also 4542
Settlement Sheets
Drill Logs

Additional Folders:

Left Side

Folder No.____:
Analysis of Semi-Annual Inspection Reports
Interim Summary Reports by DMEA Engineers

Right Side

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

Folder No.____: Maps (Use pocket folder or envelope.)

Folder No.____: Settlement Sheets

Folder No.____: Drill Logs

Folder No.____: Royalty material

1/ Or reports of royalty review
2/ Or cost reports of review

16592

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
4/7	Anderson	600
4/7	Houk	600
4-7	Chambers	800
4/8	Selfridge	120
"	Ogren	110
"	Waterbury	100
		220

600

APR 8 1958

Mr. Joe C. Vance

Plumtree, North Carolina

Re: Docket No. DMEA-4055-Mica
Joe C. Vance
Leaning Locust Mine
Avery County, North Carolina
Amended Contract No. Idm-8925

Dear Mr. Vance:

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,

W. C. Anderson (fw)

Administrator

WCAnderson:rsi 4/7/58
Copy to: Admr. R. File
Mr. Chambers
Field Team, Region V
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. and Mrs. William Phillips, Pickens, South Carolina
Mr. and Mrs. Lewie Aldridge, Plumtree, North Carolina
Mr. and Mrs. Waites Avery, Plumtree, North Carolina

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
4/7	Anderson	600
4/7	Houk	600
4-9	Chambers	800
4/8	Aldridge	120
"	Johnson	110
"	Rutledge	100
		220

APR 8 1958

600

Mr. and Mrs. Lewie Aldridge

Plumtree, North Carolina

Re: Docket No. DMEA-4055-Mica
Joe C. Vance
Leaning Locust Mine
Avery County, North Carolina
Amended Contract No. Idm-E925

Dear Mr. and Mrs. Aldridge:

Enclosed is a copy of a self-explanatory letter of today to the Operator under the above-cited contract.

This correspondence relates to the undated Consent to Lien and Subordination Agreement signed by you.

Sincerely yours,

G. C. Dillingham (for)

Administrator

Enclosure

WCAnderson:rsi 4/7/58
Copy to: Admr. R. File
Mr. Chambers
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Operating Committee

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
4/7	Anderson	600
4/7	Houk	600
4/7	Chambers	800
4/8	Selfridge	120
"	Johnson	110
"	Cuthbertson	100
		220

600

APR 8 1958

Mr. and Mrs. William Phillips

Pickens, South Carolina

Re: Docket No. DMEA-4055-Mica
Joe C. Vance
Leaning Locust Mine
Avery County, North Carolina
Amended Contract No. Idm-E925

Dear Mr. and Mrs. Phillips:

Enclosed is a copy of a self-explanatory letter of today to the Operator under the above-cited contract.

This correspondence relates to the undated Consent to Lien and Subordination Agreement signed by you.

Sincerely yours,

W. C. Anderson (for)

Administrator

Enclosure

WCAnderson:rsi 4/7/58
Copy to Admr. R. File
Mr. Chambers
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Operating Committee

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
4/7	Anderson	600
4/7	Houk	600
4-7	Chambers	800
4/8	Selfridge	120
"	Johnson	110
"	Mattenday	100
		220

600

APR 8 1958

Mr. and Mrs. Waites Avery

Plumtree, North Carolina

Re: Docket No. DMEA-4055-Mica
Joe C. Vance
Leaning Locust Mine
Avery County, North Carolina
Amended Contract No. Idm-E925

Dear Mr. and Mrs. Avery:

Enclosed is a copy of a self-explanatory letter of today to the Operator under the above-cited contract.

This correspondence relates to the undated Consent to Lien and Subordination Agreement signed by you.

Sincerely yours,

W. C. Anderson (for)

Administrator

Enclosure

WCAnderson:rsi 4/7/58
Copy to: Admr. R. File
Mr. Chambers
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Operating Committee

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
4/7	Anderson	600
4/7	Hurh	600
		110
		100
		220

600

April 7, 1958

Project Summary Report

By: Walter C. Anderson, Division of Nonmetallic Minerals

1. Docket No. DMEA-4055-Mica
Contract No. Idm-E925 - Amended
Leaning Locust Mine
Avery County, North Carolina

History - DMEA exploration on this property.

DMEA-2414 - Application received March 7, 1952. Denied because mica was non-ruby, as only ruby mica was acceptable at that time.

DMEA-3212 - Contract No. Idm-E658. 41 feet of drifting at the "middle shoot" area and 68 feet of drifting at the "Brown Workings" area. Terminated November 10, 1954, as no mica of strategic quality was encountered.

DMEA-4055 - Prior contract No. Idm-E925, dated April 19, 1956, Work located about 250 feet down the slope of Doublehead Mountain below the work of DMEA-3212. Only bulldozing work of Stage I was done when the project was terminated, because information indicated an insufficient target for Stage II work.

DMEA-4055 - Amended Contract No. Idm-E925, the subject of application under Docket No. DMEA 4542, received November 16, 1956. Continuation of the work under the prior contract. The Operator had bulldozed the area again which had been filled by a land slide and did additional work on his own to uncover a likely looking pegmatite 100 feet northeast of the previous Leaning Locust contract site. It is a lower parallel pegmatite having an environment for the occurrence of good quality green muscovite.

Application: Form MF-103(April 1952) DMEA-4542, received November 16, 1956. Since this is located on the same property as that of Docket Nos. 4055 and 3212, it was processed as Amended Exploration Project Contract No. Idm-E925.

Work proposed by Applicant:

Construction - Toolhouse, powder and exploder magazines	$115.00
Drift and/or incline - 150 feet @ $40.00/ft.	6,000.00
Total amount requested	$6,115.00

Operator: Joe C. Vance
Plumtree, North Carolina

Operator's Property Rights: Five year mining lease on the Buena Avery Vance, et al. property, consisting of 16.7 acres, dated March 1, 1956. Consent to Lien and Subordination Agreement, undated.

8623

2. Contract: Form MF-200A(April 1956) dated May 13, 1957.

Work authorized:

* Stage I (DMEA-3212)	$5,040.00
* Stage II(prior DMEA-4055)	205.00

*Government participation @ 75% amounted to $3,933.75, which has already been paid.

Stage III

Construction access road - 225 cubic yards @ $0.29/cu.yd.	$65.25
Portal preparation	119.42
100 feet of inclined drift @ $34.73/ft.	3,473.00
Estimated total cost of project	$8,902.67
Government participation @ 75%	$6,677.00

Amendments - No. 1, 9/13/57, extended completion date from September 13, 1957 to October 13, 1957.

Work completed: Same as authorized, except 19 feet of additional drift was driven at Operator's expense.
Work began June 11, 1957 and was completed by October 1, 1957.
Field Team Final Report received February 28, 1958. Operator's Final Report received October 9, 1957. No equipment purchased under contract.
Value of production - negligible in Stage III. In Stage II, 200 pounds of block mica was produced, valued @ $54.00, for which a royalty of $2.70 was paid.

3. Audit: Report of Review issued October 11, 1957.

Accepted cost	$8,902.67
Government participation	$6,677.00

4. Certification of Discovery - None issued.

5. Comments:
How Conducted: All of the work in which the Government participated was acceptable.
Operation: Good.
Engineering: Reporting by Operator was acceptable.
Geologic Premise: Not fulfilled, since the pegmatite lenses encountered were situated directly across a zone of minor small displacement faults, stresses from which have literally destroyed the strategic value of the mica.
Geologic Criteria upon which work was based:
1. Pegmatite: Two structures: Upper is composed of buff to pinkish perthite and no muscovite. The lower pegmatite, the one concerned, outcrops over a strike length of about 12 feet and is an arcuate structure 5 to 6 feet thick, composed of a coarsely crystalline mixture of oligoclase, perthite, quartz and considerable small green muscovite. Concordantly emplaced in a quartz-biotite gneiss.
2. Mica: Greenish-brown color, books up to 6 inches across, generally flat, and has minor bending and ruling.

Geologic Criteria developed during project:

1. Pegmatite: A thick sequence of sub-parallel, shallow-dipping, structures occurring superimposed in vertical sequence, en echelon arrangement. The structure followed by most of the contract work is a coarse-grained, perthite-rich lens from 10 to 15 feet in thickness. Another lens 2 to 5 feet thick occurs within a few inches of the main structure, and is composed of medium to medium-coarse grained plagioclase, interstitial quartz and dark green muscovite. Uppermost pegmatite is 5 feet thick, perthitic with some small green muscovite. All pegmatites are emplaced in a fine-grained quartz biotite and feldspathic quartz-muscovite gneiss.
2. Mica: Relatively large books, thoroughly ruled (literally shredded) indicating a stress zone.

Future Possibilities: None, since there is little chance that further exploration could get away from the stress zone.

Recommendations: The Division of Nonmetallic Minerals and the Commodity Members of the Geological Survey and Bureau of Mines concur in the Field Team's recommendation that the project should not be certified.

Walter C. Anderson

Walter C. Anderson
Division of Nonmetallic Minerals

WCAnderson:rsi 4/7/58
Copy to: Admr. R. File
Mr. Houk

DEFENSE MINERALS EXPLORATION ADMINISTRATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF REVIEW

I have reviewed the Monthly Reports of:

Joe C. Vance

Plumtree, North Carolina

pertaining to Amended Exploration Project Contract No. Idm-E925, DMEA No. 4055, including Amendment No. 1, for the months of February 1954 to September 1957, inclusive, covering a project for the exploration of mica on property, known as the Leaning Locust Mine located in Avery County, North Carolina.

My review included an examination of the Monthly Reports (Forms MF-104) and supporting documents attached thereto, comparison of the costs claimed with the contract and pertinent schedules, verification of work performed by reference to Field Team reports and correspondence, 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 provisions for payment by the Government on the basis of agreed estimated costs and 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		$8,902.67
Exceptions:		
Prior to this review	$ -0-	
Herewith	-0-	-0-
Total Accepted Cost		$8,902.67

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 Six thousand six hundred seventy-seven and no/100 Dollars

$6,677.00

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

E. D. Talbert, Auditor

October 11, 1957

RECEIVED
DECEMBER 1 1957
D.M.E.A.

Government Copy

AMENDED
EXPLORATION PROJECT CONTRACT
JOE C. VANCE

Docket No. DMEA-4055
(mica)
AMENDMENT No. 1

It is agreed this 13th day of September 1957, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and Joe C. Vance, that amended contract Idm-E925 (docket No. DMEA-4055), dated May 13, 1957, be further amended as follows:

1. Article 1 is changed to provide that the Operator shall complete the work within five months from the date of the amended contract, instead of four months as originally written.

This amendment shall not be construed to increase the estimated total cost of the project, the aggregate total amount which the Government may be required to contribute, nor the amount of any item designated as "maximum."

Executed in sextuplicate the day and year first above written.

JOE C. VANCE

By Joe C. Vance

THE UNITED STATES OF AMERICA

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

z

DEFENSE MINERALS EXPLORATION ADMINISTRATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF REVIEW

I have reviewed the Monthly Report of:

Joe C. Vance

Plumtree, North Carolina

pertaining to Exploration Project Contract No. Idm-2925, Docket No. DMEA-4055, for the month of May 1956, covering a project for the exploration of strategic mica on property, known as the Leaning Locust Mine located in Avery 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		$205.00
Exceptions:		
By DMEA Finance Officer	$ -0-	
Herewith	-0-	-0-
Total Accepted Cost		$205.00

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 fifty-three and 75/100 Dollars

$153.75

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 Jr.
E. D. Talbert, Auditor

June 1, 1956

Government's copy

MF-200A
(Rev. April 1956)

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 12 1957

DATE	INITIALS	CODE

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

DMEA No.	*Commodity*	*Contract No.*	*County*	*State*
4055	Mica	*Idm-E* 925	Avery	North Carolina

It is agreed 13 MAY 1957, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and JOE C. VANCE

whose mailing address is Plumtree, North Carolina

hereinafter called the "Operator," as follows:

ARTICLE 1. *Authority and project.*—(a) 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 Annex I (land description), Exhibit A (work and costs), and the maps and documents listed therein. The project work is a search for indicated or undeveloped deposits of the commodity designated above. The Operator shall begin the work on or before JUL 1 1957, and, subject to the provisions of Article 7 and Exhibit A, shall complete the work within four months from the date of the contract. **See Annex II.**

(b) The description of the work and the fixed cost for each unit of work to be performed (per foot of drilling, per foot of drifting, per hour of operations, etc.) are hereby agreed upon as specified in Exhibit A. The estimated total cost of the project work is $8,902.00. The Government will contribute 75 percent of the fixed unit cost of the work performed, not exceeding $6,677.00, in accordance with the provisions of Articles 4 and 5.

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

ARTICLE 2. *Operator's property rights.*—(a) The Operator represents and undertakes that Annex I correctly describes the land which is the subject of this contract and the nature of the Operator's rights of property and possession therein (whether as owner, lessee, or otherwise), and that such right, title, or interest is subject only to the following claims, liens, or encumbrances: Royalty as set forth in the lease.

(b) 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 and Subordination Agreement attached.

(c) 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. 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. Two copies of such instrument shall be furnished to the Government. If the Government's rights to royalty as provided in Article 6 have been terminated, the provisions of this paragraph (c) shall become inapplicable.

ARTICLE 3. *Performance of the work.*—(a) Operator's responsibility.—The work shall be performed diligently, efficiently, expertly, in a workmanlike manner, and in accordance with good mining standards and State regulations governing health, safety, and liability insurance covering employment. The Operator shall provide suitable and adequate equipment, facilities, materials, supplies, and labor to complete the work, as specified in Article 1 (a).

(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 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 4. *Contribution by the Government.*—The Government will make its contribution on the basis of the monthly vouchers referred to in Article 5 (b); but all payments by the Government are provisional only, subject to audit, and until the account between the Operator and the Government is finally audited and settled and the Operator's final report has been rendered, the Government may withhold such sums as it sees fit but not in excess of 10 percent of the estimated total cost of the work. 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 will not contribute to the cost of any work performed prior to the date of this contract. The Government may make payments for the account of the Operator directly to independent contractors and suppliers rather than to the Operator.

ARTICLE 5. *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 all pertinent books, documents, papers, and records of the Operator.

(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 6. *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 the Operator has rendered a sufficient final report (see Article 5), may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development. **See Annex II.**

(b) *Royalty on production.*—The Operator, as principal if the Operator is the producer or as surety if the Operator is not the producer (for example, if the Operator either transfers or fails to retain his interest in the land), 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, for a period of two 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.~~ **See Annex II**

(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, 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, but excluding fabricating or manufacturing) applied to the crude ore or other production after it is extracted from the ground to put it into a commercially marketable form.

(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 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 7. *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 Government may also avail itself of any other remedy the law may provide for breach of contract, including the right to rescind the contract and to demand repayment of all moneys contributed by the Government under the contract.

(c) The giving of any notice by the Government under the provisions of this Article 7 shall not affect the Government's rights as provided for in the contract with respect to a percentage royalty, and liens to secure the payment thereof, and such rights shall be fully preserved.

ARTICLE 8. *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 the mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 9. *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 10. *Changes and added provisions.*—

See Annex II which is attached hereto and made a part hereof.

Long
Dwyer
Sol. Off.
Hyde
Chambers
Selfridge
Johnson

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

JOE C. VANCE
(Operator)

XXX Joe C. Vance

By O. Mattesdorf
Administrator, Defense Minerals Exploration Administration

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

.....

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE: 1956—O-383069

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 12 1957

DATE	INITIALS	CODE

AMENDED
EXPLORATION PROJECT CONTRACT
JOE C. VANCE
DOCKET NO. DMEA-4055

ANNEX I

The land referred to in Article 2 of this Amended Contract, known as Leaning Locust Mine, is situated about 4,000 feet N.W. of Plumtree, North Carolina, Carvers Gap, N.C.-Tenn. Quandrangle, 1927, described in the lease as follows:

> A mine known as The Leaning Locust Mine beginning at a big Chestnut Tree in Little Doublehead Gap, running west 930 feet to a big Poplar Tree on bank of Doublehead Branch, thence north with said branch 825 feet to a birch tree on right bank of Doublehead Branch, thence east 850 feet to a Poplar Tree on top of Little Doublehead Ridge, thence South East 750 feet to the beginning. Containing 16.7 acres more or less. This is part of a 360 acre tract recorded in Book 53, Page 264, of Avery County, North Carolina.

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA-
Contract No. Idm-E
Contract Date

RECEIVED NOV 16 1956 D.M.E.A.

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Avery, State of North Carolina, described as follows: 2/ Beginning at a big chestnut Tree in Little Doublehead Gap, running west 930 feet to a big poplar tree on bank of Doublehead Branch, thence north with said branch 825 feet to a birch tree on right bank of Doublehead Branch, thence east 850 feet to a poplar tree on top of Little Doublehead ridge, thence southeast 750 feet to the beginning. Containing 16.7 acres more or less. The prospect (Leaning Locust Mine) ison south slope of Doublehead Mountain about 4,000 feet N 50° W of Plumtree, North Carolina.

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;

3. Subordinates the undersigned's right, title, claim, or interest in or against the land and in any production therefrom to the rights of the Government under the contract with respect to royalty on production and liens to secure same;

4. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none." Do not leave lines blank.)

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

2/ 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.

5. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this Agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land, or any production therefrom furnishing the Government with two copies of such notice; and

6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provision: _____ (State "None" or "See Annex No.____")

Dated this 27th day of Nov, 195__.

Pickens, South Carolina	[Seal] Gertrudelyn Phillips	[Address]
Pickens, South Carolina	[Seal] Mellen A. Phillips	[Address]
Pickens, South Carolina	[Seal] Virginia A. Aldridge	[Address]
Pinetops, North Carolina	[Seal] Jennie Aldridge	[Address]
Pinetops, North Carolina	[Seal] Walter Avery	[Address]
Pinetops, North Carolina	[Seal] Lotus V. Avent	[Address]
Pinetops, North Carolina	(SEAL) Bugna A. Cabee	
Pinetops, N. C.	Geo. A. Cabee	
Pinetops, North Carolina		

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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DATE	INITIALS	CODE

AMENDED EXPLORATION PROJECT CONTRACT
JOE C. VANCE
DOCKET NO. DMEA-4055

ANNEX II

WHEREAS, the parties to this Amended Contract entered into Contract No. Idm-E658 (Docket No. DMEA-3212), dated January 25, 1954, as amended, which contract was terminated on November 10, 1954, by mutual agreement; and

WHEREAS, the parties also entered into Contract No. Idm-E925 (Docket No. DMEA-4055), dated April 19, 1956 (having the same docket and contract number as this Amended Contract), hereinafter referred to as the "Prior Contract," and the work authorized by the Government in the Prior Contract has been completed and no certification of discovery or development has been issued; and

WHEREAS, the parties desire to add additional work to the project and restate their entire agreement in this Amended Contract;

NOW THEREFORE, it is agreed that:

1. Effective as of the date of this Amended Contract, the Prior Contract is superseded by this Amended Contract which shall govern all rights and obligations of both parties.

2. As part of the consideration for the Government entering into this contract all work performed and all money contributed by the Government under Contract No. Idm-E658 (Docket No. DMEA-3212) and under the Prior Contract are incorporated into this Amended Contract, and the total amount contributed by the Government under those contracts is repayable under the royalty provisions of this Amended Contract, except for such royalty as has been paid prior to the effective date of this Amended Contract.

3. The work performed under Contract No. Idm-E658 (Docket No. DMEA-3212) shall hereinafter be referred to as Stage I; the work performed under the Prior Contract shall be referred to as Stage II; and the subsequent work to be performed in this Amended Contract shall be referred to as Stage III.

4. Article 6(b)(2) of the Amended Contract is revised to read as follows:

"For a period of eleven years from the date of this Amended Contract, or until the total amount contributed by the Government without interest (which shall include

the sum of $3,780.00 contributed for the Stage I work already completed and the sum of $153.75 contributed for the Stage II work already completed, plus all sums contributed by the Government under this Amended Contract) is fully repaid, whichever occurs first.

5. The Operator releases and agrees to save the Government harmless from all claims and demands arising out of Contract No. Idm-E658 (Docket No. DMEA-3212) and the Prior Contract.

OFFICIAL FILE COPY
D M E A
RECEIVED JUN 12 1957

DATE	INITIALS	CODE

AMENDED EXPLORATION PROJECT CONTRACT
JOE C. VANCE
DOCKET NO. DMEA-4055

EXHIBIT A

Description of the Work

1. All work specified and authorized in Contract No. Idm-E658 (Docket No. DMEA-3212) and in the Prior Contract has been completed and constitutes Stages I and II. All work described in this Amended Contract constitutes Stage III.

2. The Operator shall perform the following work as Stage III of this Amended Contract:

STAGE III

At a location about 120 feet N. 80 E. of the Leaning Locust Prospect No. 1, and N. 60 E. 350 feet to the Poplar corner described in the lease, the following additional work shall be performed in the area indicated on the map entitled "Leaning Locust No. 2, Avery County, North Carolina, DMEA-4055 (Mica)," attached hereto and made a part hereof:

(a) Construct 300 linear feet of access road.

(b) Portal preparation.

(c) Drive a 5-foot by 7-foot inclined drift (timbered where necessary) on the pegmatite or in as close proximity as possible for a distance not to exceed 100 feet. The location, inclination, direction, and extent of all the work are subject to the approval of the Government.

Fixed Unit Costs

Total Cost of Stage I and Stage II (already paid)	$5,245.00

STAGE III

Construction access road - 225 cubic yards @ $0.29/cu. yd.	$ 65.25
Portal preparation, enlarging drift to 5 feet by 7 feet and clearing dump site, approximately 60 cubic yards	119.42

Driving 100 feet of inclined drift @ $34.73/ft.	$3,473.00	
Total Estimated Cost of Stage III (rounded)		$3,657.00

SUMMARY

Stage I and Stage II		
Actual Cost (already paid)	$5,245.00	
Government Contribution @ 75% (already paid)		$3,933.75
Stage III		
Estimated Total Cost (rounded)	$3,657.00	
Government Contribution @ 75%		$2,743.25
Estimated Total Cost of Project (rounded)	$8,902.00	
Estimated Total Government Contribution @ 75% (rounded)		$6,677.00

Docket copy

RECEIVED
MAY 7 - 1956

MF-200A
(Revised June 1954)

Docket No. DMEA 4055

Commodity Mica

Contract No. Idm-E 925

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

It is agreed this APR 19 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] Joe C. Vance, whose mailing address is Plumtree, 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 Avery, 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 set forth in Operator's 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 Owners

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

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

ARTICLE 3. *The exploration project.*—The project is a search for indicated or undeveloped deposits of Strategic Mica. The work to be performed is described in Exhibit "A." The Operator on or before MAY 31 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 $2,948.00. The Government will contribute 75 percent of the fixed unit costs as work is performed, in a total sum not in excess of $2,211.00: *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.

JOE C. VANCE

(Operator)

By Joe C. Vance

THE UNITED STATES OF AMERICA

By C. J. Mettendorf

Administrator, Defense Minerals Exploration Administration

Indrity Attorney 2/3/56

"Appd. Sol. Off."

Hopkins

Chamber

Bishop

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

[CORPORATE SEAL]

Selfridge

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

RECEIVED
MAY 7 - 1956

EXPLORATION PROJECT CONTRACT
JOE G. VANCE
DOCKET NO. DMRA-4055

ANNEX I

The land referred to in Article 2 of the Contract is described as follows:

> Beginning at a big chestnut tree in Little Doublehead Gap, running west 930 feet to a big poplar tree on bank of Doublehead Branch, thence north with said branch 825 feet to a birch tree on right bank of Doublehead Branch, thence east 850 feet to a poplar tree on top of Littlehead ridge, thence southeast 750 feet to the beginning. Containing 16.7 acres more or less.

The prospect (Leaning Locust Mine) is on south slope of Doublehead Mountain about 4,000 feet N 50° W of Plumtree, North Carolina.

MF-203
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT-CONTRACT
Operator Joe C. Vance
Docket No. DMEA-4055
Contract No. Idm-E 925
Contract Date MAR 6 1956

RECEIVED
MAY 7 - 1956

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Avery, State of North Carolina, described as follows:1/ Beginning at a big chestnut tree in Little Doublehead Gap, running west 930 feet to a big poplar tree on bank of Doublehead Branch, thence north with said branch 825 feet to a birch tree on right bank of Doublehead Branch, thence east 850 feet to a poplar tree on top of Littlehead ridge, thence southeast 750 feet to the beginning. Containing 16.7 acres more or less.

The prospect (Lanning Locust Mine) is on south slope of Doublehead Mountain about 4,000 feet N 30° W of Plumtree, North Carolina.

_____,

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

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

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

_____

_____

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

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book _____ page _____ official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

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

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

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

5. Added provision: _____

Dated this _____ day of MAR 6 1956, 195__.

Buena Avery Vance [Seal]
Buena A. Vance

Walter Avery [Seal]
Walter Avery

Corinna Avery Aldridge [Seal]
Corinna Avery Aldridge

Gwendolyn Avery Phillips [Seal]
Gwendolyn Avery Phillips

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]

RECEIVED
MAY 7 - 1956

EXPLORATION PROJECT CONTRACT
JOE C. VANCE
DOCKET NO. DMRA-4055

EXHIBIT "A"

Description of the Work

The location of the work is shown on the map entitled, "Leaning Locust Prospect Avery County, N. C., DMRA-4055 (Mica)" attached hereto and made a part hereof.

The Operator shall perform the work specified in Stage I and as much of Stage II as is approved by the Government in writing.

Stage I

1. With a Model D-8 or equivalent bulldozer excavate a trench approximately 50 feet by 40 feet by 8 feet to expose the contacts of the pegmatite and provide a portal site.

Stage II

1. Construct:

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

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

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

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

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

2. Drive 75 feet of adit-drift and/or crosscut and/or incline having minimum cross-sectional dimensions of 5 feet by 7 feet in the clear of timber.

All work shall be timbered as necessary.

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

Fixed Unit Costs

Stage I

1. Bulldozing trench approximately 50 feet by 40 feet by 8 feet 592 cubic yards @ $0.35/cu. yd.	$ 205.00	

Stage II

1. Construct:		
Toolhouse 1/	$ 76.00	
Powder Magazine 1/	26.00	
Exploder Magazine 1/	16.00	
2. Drive 75 feet of drift and/or crosscut and/or incline 75 feet @ $35.00/ft.	2,625.00	
Estimated Total Cost of Project		$2,948.00
Government Participation @ 75%		$2,211.00

1/ The completed work constitutes the unit.

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED NOV 16 1956 D.M.E.A.

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. 4542
Metal or Mineral Mica
Date Received 11-16-56
Estimated Cost $ 6115
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: JOE C. VANCE, PLUMTREE, N. C.

(LEANING LOCUST MINE)

RECEIVED NOV 14 1956 U. S. Geological Survey Geologic Division Washington, D. 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 preparing 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.

ALL OF THE FOLLOWING QUESTIONS ANSWERED ON ATTACHED PAPERS.

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

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

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

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

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

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

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

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

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

.....

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

(*c*) The work will start within ..... 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.

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

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

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

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

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

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

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

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

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

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

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

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

☐ 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 Nov 12, 1956

LEANING LOCUST MINE

JOE C. VANCE
(Applicant)

By Joe C. Vance

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

U. S. GOVERNMENT PRINTING OFFICE 16—66551-1

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

RECEIVED NOV 16 1956 D.M.E.A.

1- (a) JOE C. VANCE, PLUMTREE, N. C.

(b) Individual

(c) Not applicable

(d) Joe C. Vance, Plumtree, N. C.

2- General Instructions

3- (a) Land owned by the Avery Heirs. A tract of land in Avery County, Toe River Towns, North Carolina, leased to applicant, copy of lease herewith attached and consisting of five acres of land on which the mine is centrally located.

(b) Leaning Locust Mine

(c) Lessee

(d) Copy of lease attached

(e) None

(f) Not applicable

4- (a) This is a new prospect and I did the first work here several months ago. It has been examined by the DMEA Field Men and a loan was granted to me for 2 stages of work. Stage I called for bulldozing which was done and I was ready for stage 2, when a heavy rain caused a slide which covered the pegamite and the work previously done; therefore, stage 2 was not authorized by DMEA because the field men could not see the ~~pegmit~~ pegmatite.

Since that time I have moved by Bulldozer all the loose dirt over and above the portal-so that there is no danger of anothe slide. I have also exposed the pegmatite and have cut two tunnells, one around 10 feet and the other around 15 feet under the ground. Both

TUNNELLS tunnells have a rich mica vein with a hard slate on top and on the bottom. Both of these tunnells are open and free of muck so that they are available for an inspection or examination

(b) There had been no work previous to my first Bulldozing. I recovered several small blocks of good quality green mica while opening the two tunnells menyioned above. Due to the cost of the additional bulldozing, I cannot go further with the work without aid and I think that the prospect is good enough to warrent futher exploration.

(c) See the DMEA sketch attached. The mine is composed of mica bearing pegmatite lying in hard slate and granit rock.

(d) The mine is around 1 mile up the Ridge west of Plumtree, N. C., REACHED BY A GOOD Jeep road from H.W. 19E, and is 12 miles north of Spruce Pine, the main supply and market point.

(e) There is plenty of manpower, materials, supplies, equipment, water and power available.

5- (a) Mica

(b) I would like to drift and/or incline in the pegmatite. See the DMEA sketch attached.

(c) I could start in 10 days and complete in 6 months or less.

(d) I have had several years mining experience and have beenpreviously approved by DMEA. I will personally supervise all operations.

6- (a) I would like the proposed work to be an independent contract, expressed in terms of units of work on a cost of unit basis and to consist of the following:

1- Tool House	$ 75.00
Powder house	25.00
Exploder Magazine	15.00

2- Tunnell No.I, 50 feet @ 40.00, drift and/or incline

$2000.00

2- TUNNELL No. 2, 100 feet @ 40.00, drigt and/or incline

4000.00

Total Estimated cost $6115.00

(bcde) Not applicable

(f) TOOL HOUSE POWDER MAGAZINE & EXPLODER MAGAZINE, included in the above estimate.

(g h) Not applicable.

7- (a) Yes

(b) Money

CERTIFICATION OF THE FOREGOING SIGNED ON FORM # MF-103 HEREWITH ATTACHED.

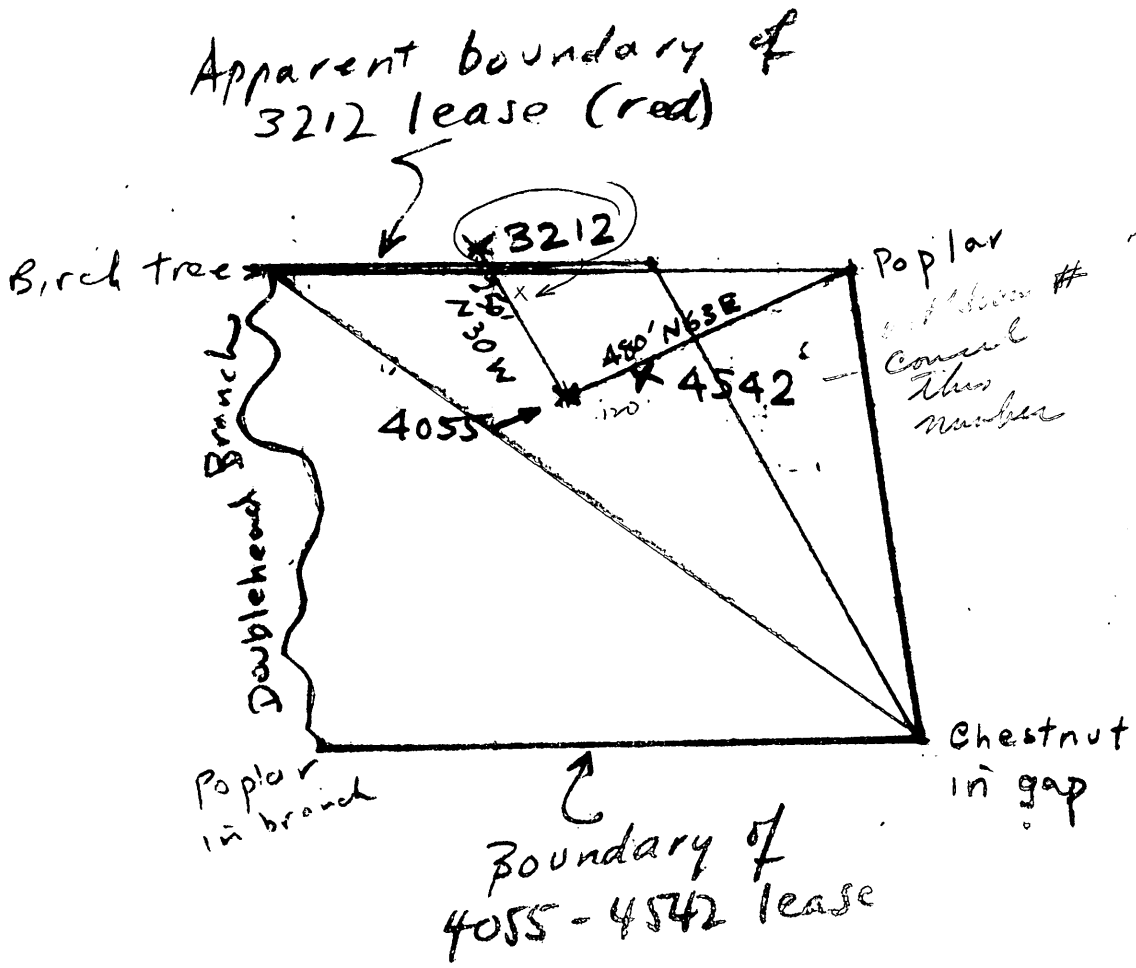
Book V3
Page 264
Avery Co

+ 356' N60E To Poplar

(1) Shall be withdrawn 4552 #
(2) Amend 4055
(3) Include cost of 3212

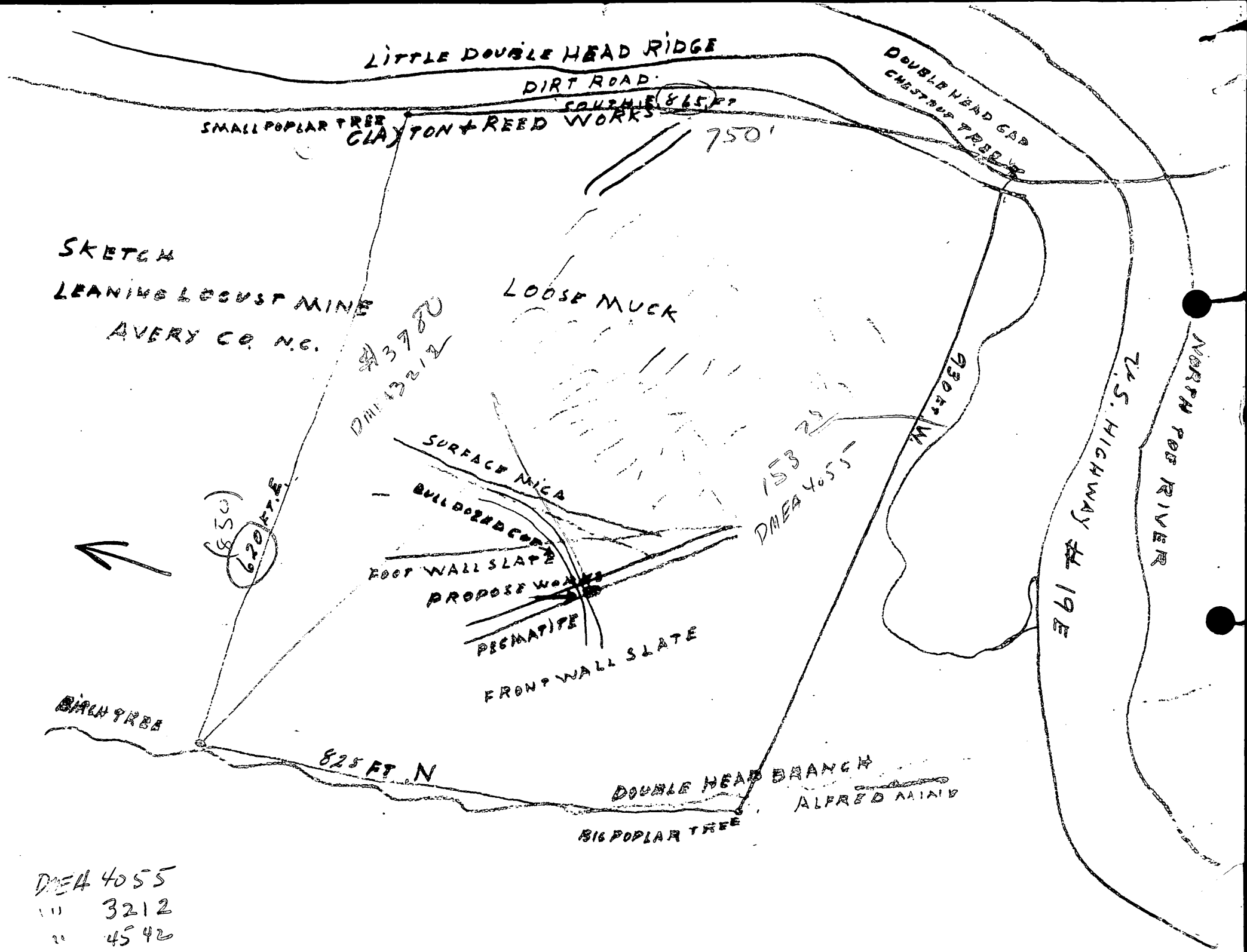
EXTRA COPY
DMEA
RECEIVED MAR 27 1957

DATE	INITIALS	CODE



DMEA-4542

1" = 30 ft


LITTLE DOUBLE HEAD RIDGE
DIRT ROAD
SOUTH 865 FT
SMALL POPLAR TREE
CLAYTON + REED WORKS
750'
DOUBLE HEAD GAP
CHESTNUT TREE
SKETCH
LEANING LOCUST MINE
AVERY CO. N.C.
LOOSE MUCK
#3780
DMH 3212
SURFACE MICA
BULLDOZED CUT
FOOT WALL SLATE
PROPOSE WORKS
PEGMATITE
FRONT WALL SLATE
153 22
DMEA 4055
620 FT.
650
900 FT.
U.S. HIGHWAY # 19E
NORTH FOR RIVER
BIRCH TREE
825 FT N
DOUBLE HEAD BRANCH
ALFRED MINE
BIG POPLAR TREE
DMEA 4055
" 3212
" 4542

U. S. Government Messenger Envelope

Standard Form No. 65 (Rev. 1/46)

1. Use blocks consecutively, one at a
2. Void previous block.
3. Write clearly.

NAME OR TITLE OF PERSON, DEPARTMENT, ADDRESS, AND ROOM		NAME OR TITLE OF PERSON, DEPARTMENT, ADDRESS, AND ROOM	
Mr. Ellis 4443 Int.	RUN		RUN
	STOP		STOP
	RUN		RUN
	STOP		STOP
	RUN		RUN
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	RUN		RUN
	STOP		STOP

Send surplus envelopes to supply room for reissue.

Use other side

Use RUN and STOP only when messenger service between Government buildings in Washington is required.
Your mail room has RUN and STOP information.

NAME OR TITLE

AND ROOM

RUN
STOP
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Use other side first

MINING LEASE

State of North Carolina AVERY County:

This indenture made this 1st. day of March, 1956 between Buena Avery Vance, & husband, Joe C. Vance, W. Waites Avery and wife Lotus Vance Avery, Corinna Avery Aldridge & Husband, Lucie Aldridge & Gwendolyn Avery Phillips & husband William S. Phillips, all Heirs at Law of W.W. Avery of Avery County and State of North Carolina as party of the first part, and known as lessor-s, and Joe C. Vance of Avery County and State of North Carolina, party of the second part and known as lessee.

WITNESSETH, That the part-ies of the first part in consideration of One Dollar in hand received and hereby acknowledged by the lessor-s, 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: A Mine known as The Leaning Locust Mine Beginning at a big chestnur tree in Little Doublehead Gap, running west 930 feet to a big Poplar tree on bank of Doublehead Branch, thence north with said branch 825 feet to a birch tree on right bank of Doublehead Branch, thence east 850 feet to a poplar tree on top of little Doublehead Ridge, thence southeast 750 feet to the beginning. Containing 16.7 acres more or less. The prospect (Leaning Locust Mine) is on south slope of Doublehead Mountain abour 4,000 feet N 50° W of Plumtree, North Carolina.

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 operations 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 the 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--- of the first part, or his or their heirs or assigns, a rental royalty of One Eighth of all mica sold, 50¢ per ton on all Feldspar sold and the prevailing royalty on any other ~~xxxxx~~ 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 operation 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-s. 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: _____ (Seal)

_____ (Seal)

_____ (Seal)

OFFICIAL FILE COPY
DMEA
RECEIVED MAR 27 1957
DATE | INITIALS | CODE

.....(Seal)

.....(Seal)

Witness:

.....(Seal)

....(Seal)

.....(Seal)

NORTH CAROLINA

AVERY COUNTY

I,....._____, a Notary Public in and for _____ North Carolina, do hereby certify that Buena Avery Vance, Joe C. Vance, Waites Avery, Lotus Vance Avery, Corinna Avery Aldridge, Lewie Aldridge, Gwendolyn Avery Phillips and William S. Phillips, all personally known to me, appeared before me this day and duly acknowledged the due execution of the foregoing lease, for the purposes therein expressed.

Witness my hand and Notarial Seal, this the _____ day of _____ 1957.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES ON THE 66 _____

OFFICIAL FILE COPY
DMEA
RECEIVED MAR 27 1957

DATE	INITIALS	CODE

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED
NOV - 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-4055
Metal or Mineral Mica
Date Received 11-9-55
Estimated Cost $4,900.00
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: Joe C. Vance
Plumtree, N. C.

Individual

(*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.

All of the following questions answered on three pages herewith attached.

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

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

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

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

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

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(*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. IMMEDIATELY

(*c*) The work will start within / days and be completed within ..... months from the date of an exploration project contract. SEE ATTACHED SHEETS FOR ANSWERS IN FULL TO THE FOLLOWING.

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

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

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

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

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

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

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

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

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

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

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

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

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

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated November 8, 1955

Joe C. Vance
(Applicant)

By Joe C Vance

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

U. S. GOVERNMENT PRINTING OFFICE 16—66551-1

RECEIVED
NOV - 0 1953

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

1- (a) Joe C. Vance, Plumtree, N. C.

(b) Individual

(c) Not applicable

(d) Joe C. Vance, Plumtree, N. C.

2- General Instructions

3- (a) Land owned by The Avery Heirs, Buena Avery Vsnce, Agent. A tract of land in Avery County, Tow River Township, North Carolina, leased to applicant, copy of lease herewith attached consisting of five acres of land in which the mine is centrally located. [illegible] in error. [illegible] by applicant [illegible]

(b) Leaning Locust Mine

(c) Lessee

(d) Copy of lease attached.

(e) None

(f) Not applicable.

4- (a) This proposed work is a prospect (mine) discovered around 125 feet below some old mines know as the Reed & Clayton works from which a large quanity of mica was recovered around thirty years ago. This is a new mine and has never been explored. It is easly reached by a road from Highway 19 E, accessable by Jeep or Truck.

(b) I had a bulldozer clearning off some surface dirt and exposed this pegmatite. I recovered around a 100 pounds of good quality

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green mica. This mica came out of the pegmatite that broke off the hard vien rock when it was hit by the Bulldozer.

(c) The mine lies in a hard rock formation on the side of a ridge and consists of vein or pegmatite that contains mica. It is a new prospect and has no maps or geologic reports available. It is about ¼ mile north of the Alfred Mine, which was a large producer of mica a few years ago.

(d) A good road accessible by Jeep or Truck, ½ mile from the Highway 19-E, around 1 mile south of Plumtree, N. C., 12 miles north of Spruce Pine, N. C., where the U.S. Government Mica Depot is located. All supplies and materials will be hauled in by truck from this point and all mica will be sold at the Mica Depot there.

(e) Manpower will be acquired locally and I will be able to obtain all the manpower necessary for this proposed operation. Material and supplies will be bought from Distributors in Spruce Pine,N.C., who are well equipped to supply all Mica Mining needs. I have available all equipment which might be needed to properly carry out any mining exploration project. There is plenty of water on the property and the Carolina Power & Light Company is available for electric power if needed.

5- (a) Mica

(b) Would like for the proposed works to consist of the following:

1- Bulldozing ol slides from surface immediately above proposed works and stripping by bulldozer all soft surface from top of pegmatite, about 25 x 50 feet. Approximately 40 hours work.

5- 2- A tunnell 100 feet into pegmatite, probably incline, 5' x 8'.

(c) Immediately and be completed in six months.

(c) I have been mica mining for several years and will personally supervise the actual mining operations.

6- (a) The exploration project will be done in terms of an independent contract on a cost of unit basis as follows:

1- Bulldozing 40 hours @ $10.00	$ 400.00
2- Tunnell 100 feet @ $45.00	4500.00
Total cost of proposed project.	$4900.00

(b) (c) (d) (e) Not applicable.

(f) Probably a tool house, powder and exploder magazine.

(g) (h) Not applicable

7- (a) Yes

(b) Money

CERTIFICATION OF THE ABOVE SIGNED BY THE INDIVIDUAL ON FORM MF-103 ATTACHED. OWNER'S CONSENT TO LIEN ATTACHED AND COPY OF LEASE ALSO ATTACHED.

MINING LEASE

State of North Carolina Avery County:

This indenture made this 7th day of November, 1955, ~~xxxx~~

between W. W. Avery Heirs

of Avery County and State of North Carolina as party of the first part, and known as lessor, and Joe C. Vance

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

WITNESSETH, That the part Y 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: A Amine known as The Leaning Locust Mine situated in the lower end of Little Doublehead Ridge about ½ mile north west of the Alfred Mine and 1¼ Miles South West of Plumtree, N.C. on East Side of Doublehead Branch in plot of land described as Follows:
Begining at a Big Chestnut Tree in Little Doublehead Gap, running west 930 feet to Big Poplar Tree on bank of Doublehead Branch, thence, north with said branch 825 feet to a Birch Tree on right bank of Doublehead Branch, thence; east 850 feet to a Poplar Tree on top of Littlehead Ridge, thence; South East 750 feet to the begining.

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 Y of the first part, or his or their heirs or assigns, a rental royalty of One Eighth of all Mica sold

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 mineral and interest, legal and equitable, owned by the party of the first part in the land covered by this lease for a total purchase price of said purchase price to be paid in cash 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 a 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:

W. W. Avery Heirs (Seal)

Buenna A. Vance, Agent (Seal)

Joe C. Vance (Seal)

MF-203
Revised March 24, 1955

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NOV - 9 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 Avery, State of North Carolina, described ~~as follows~~1/

In lease dated Nov. 7, 1955. Copy attached.

_____,

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: None

Dated this 8 day of November, 1955.

W. W. Avery Heirs [Seal]

Buena A. Cowell, Agent [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]

MAP AND SKETCH OF LEANING LOCUST MINE
PLUMTREE AVERY COUNTY N.C.

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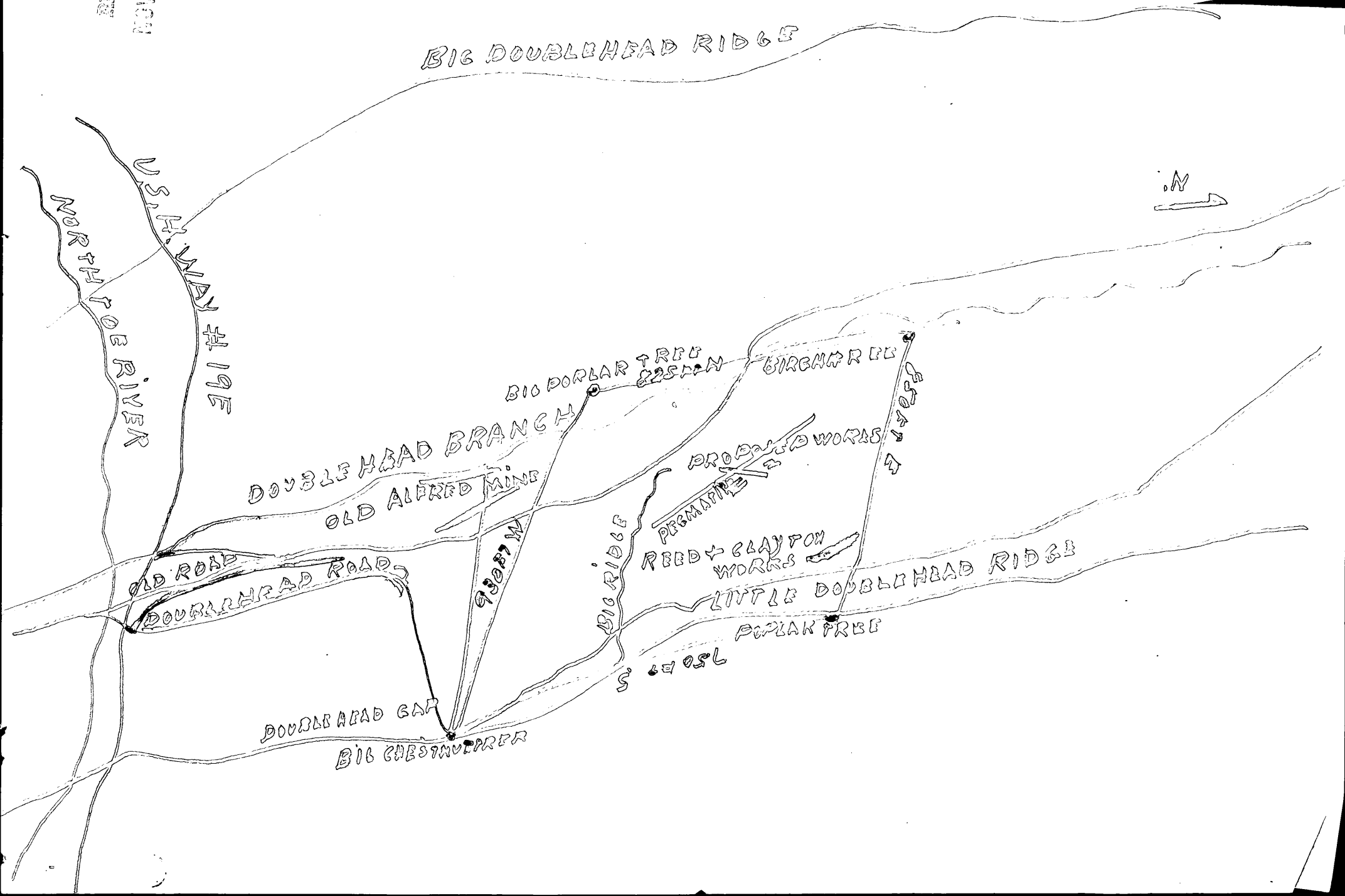
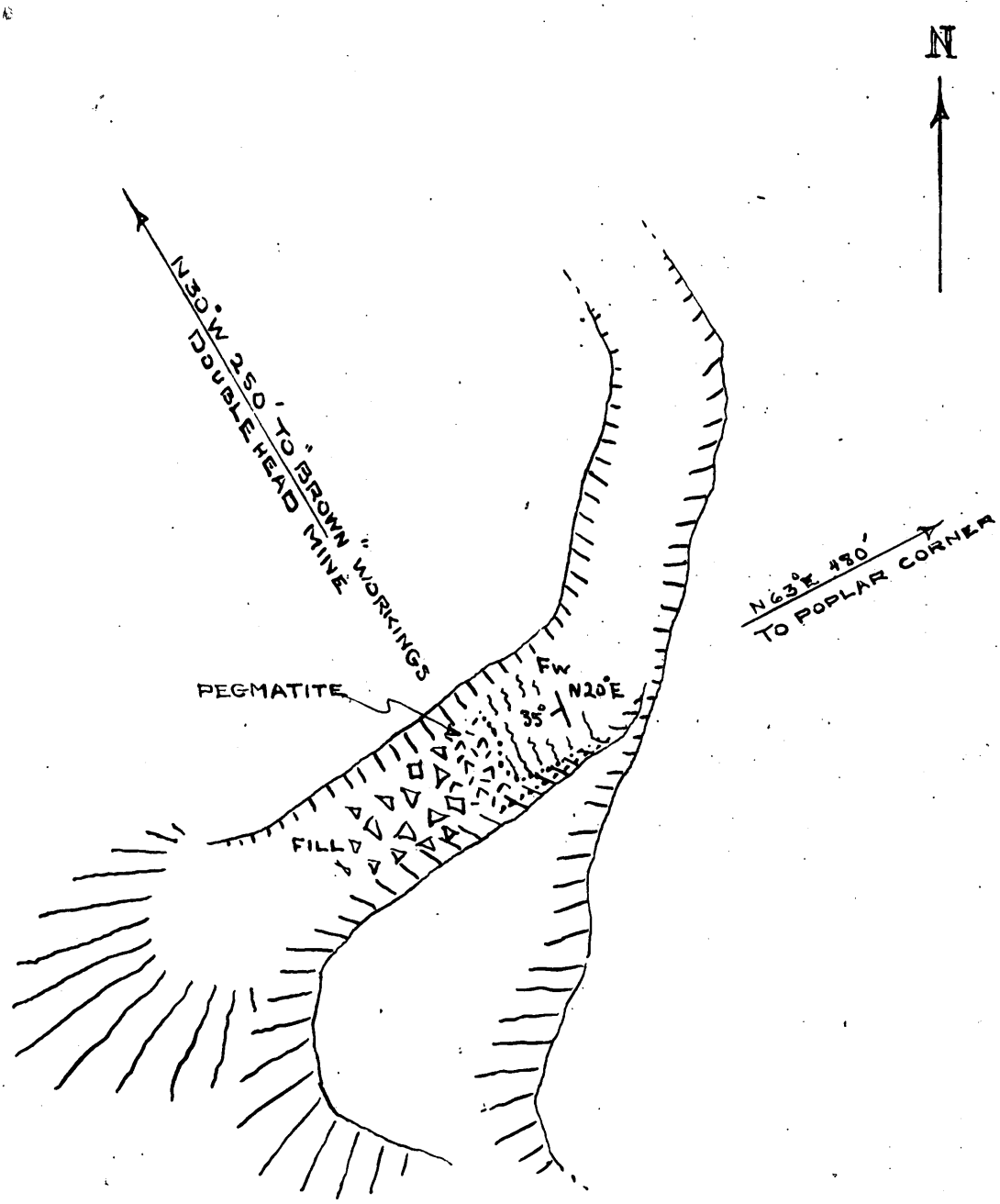




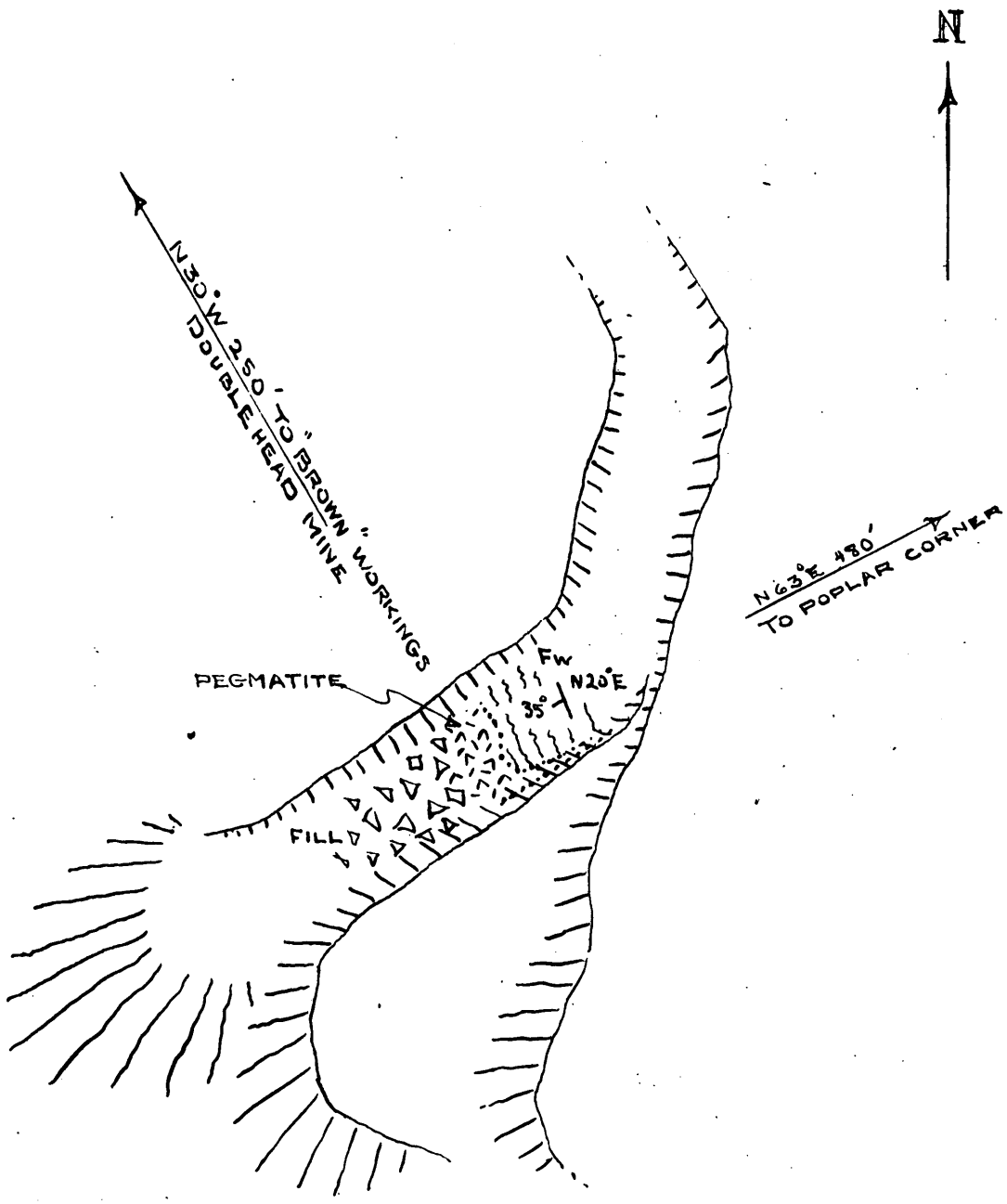
LEANING LOCUST PROSPECT
AVERY COUNTY, N.C.

DMEA-4055 (MICA)

SCALE: 1" = 20'

1/56 SCB

RECEIVED
JAN 9 1956



LEANING LOCUST PROSPECT
AVERY COUNTY, N.C.

DMEA-4055 (MICA)

SCALE: 1" = 20'

1/56 SCB

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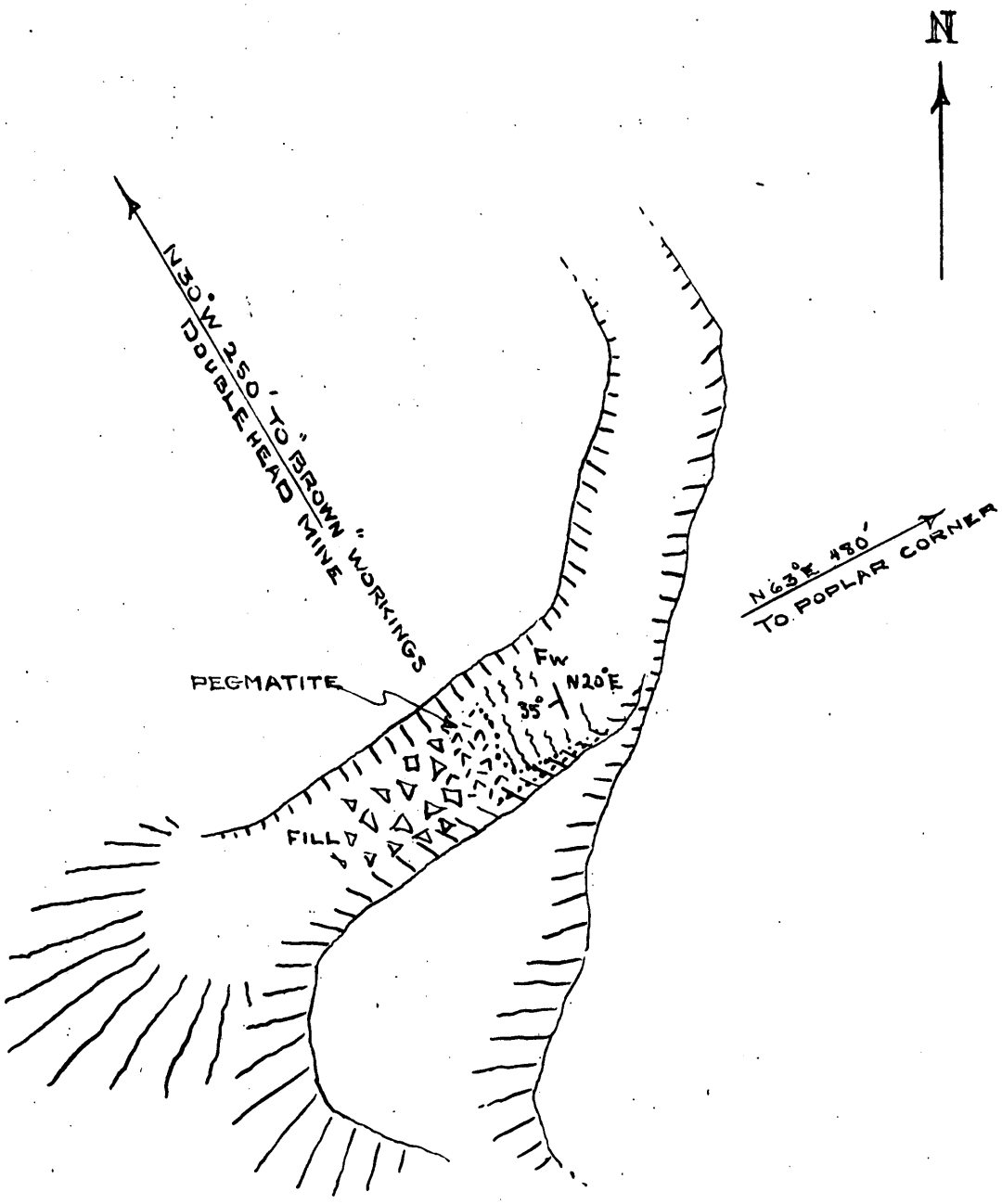

LEANING LOCUST PROSPECT
AVERY COUNTY, N.C.

DMEA-4055 (MICA)

SCALE: 1" = 20'

1/56 SCB

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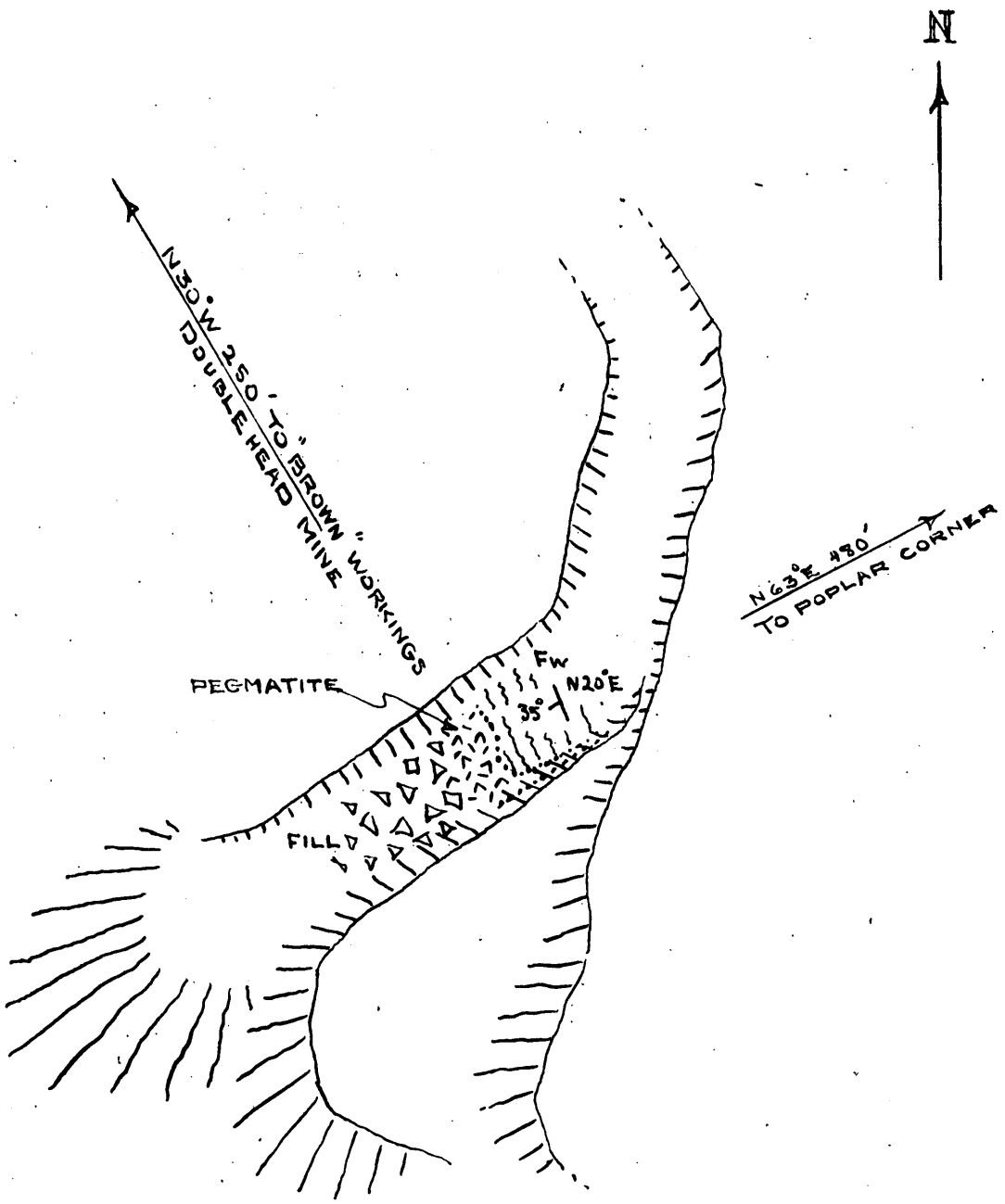


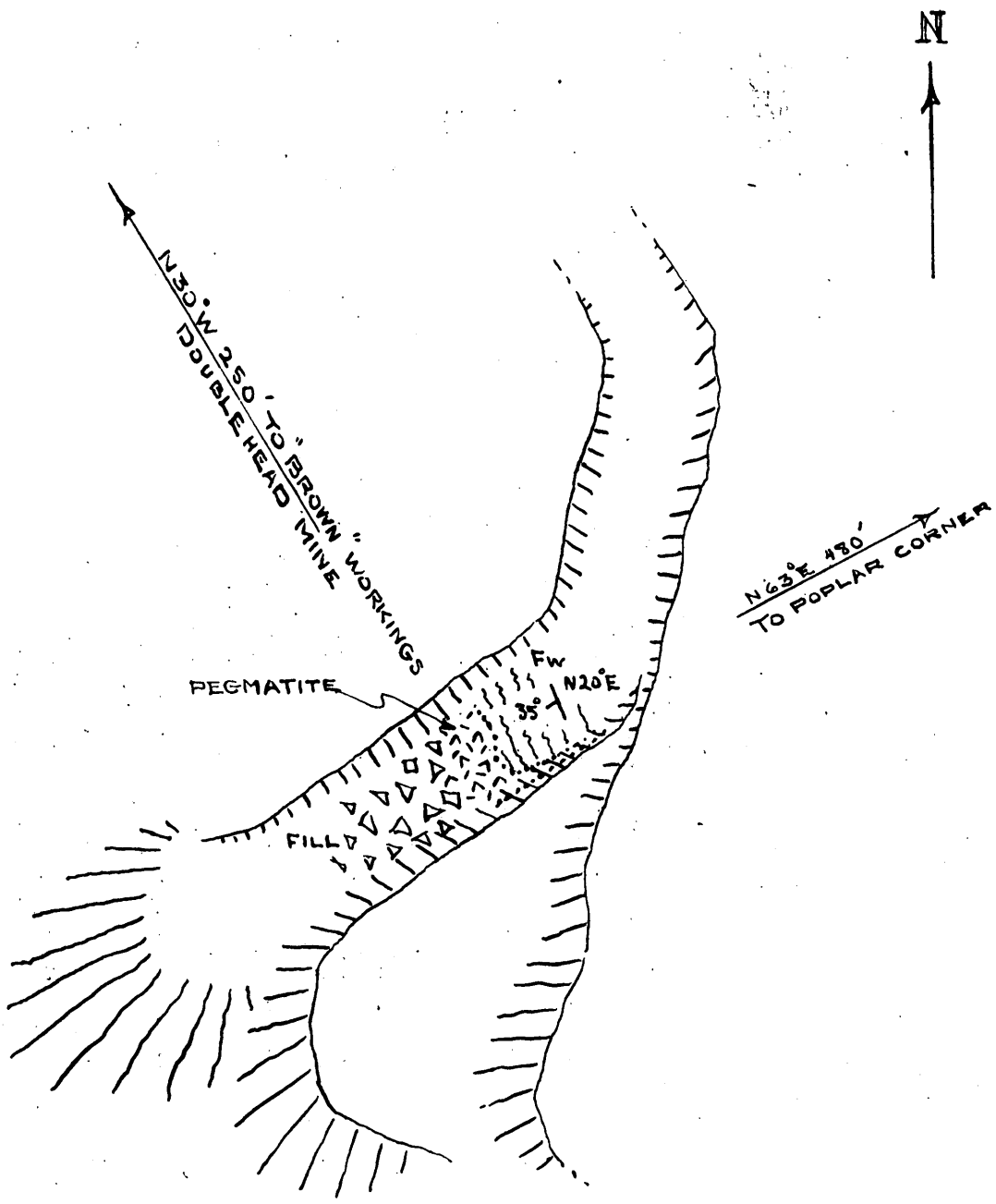
LEANING LOCUST PROSPECT
AVERY COUNTY, N.C.

DMEA-4055 (MICA)

SCALE: 1" = 20'

1/56 SCB

RECEIVED
JAN 9 1956



LEANING LOCUST PROSPECT
AVERY COUNTY, N.C.

DMEA-4055 (MICA)

SCALE: 1" = 20'

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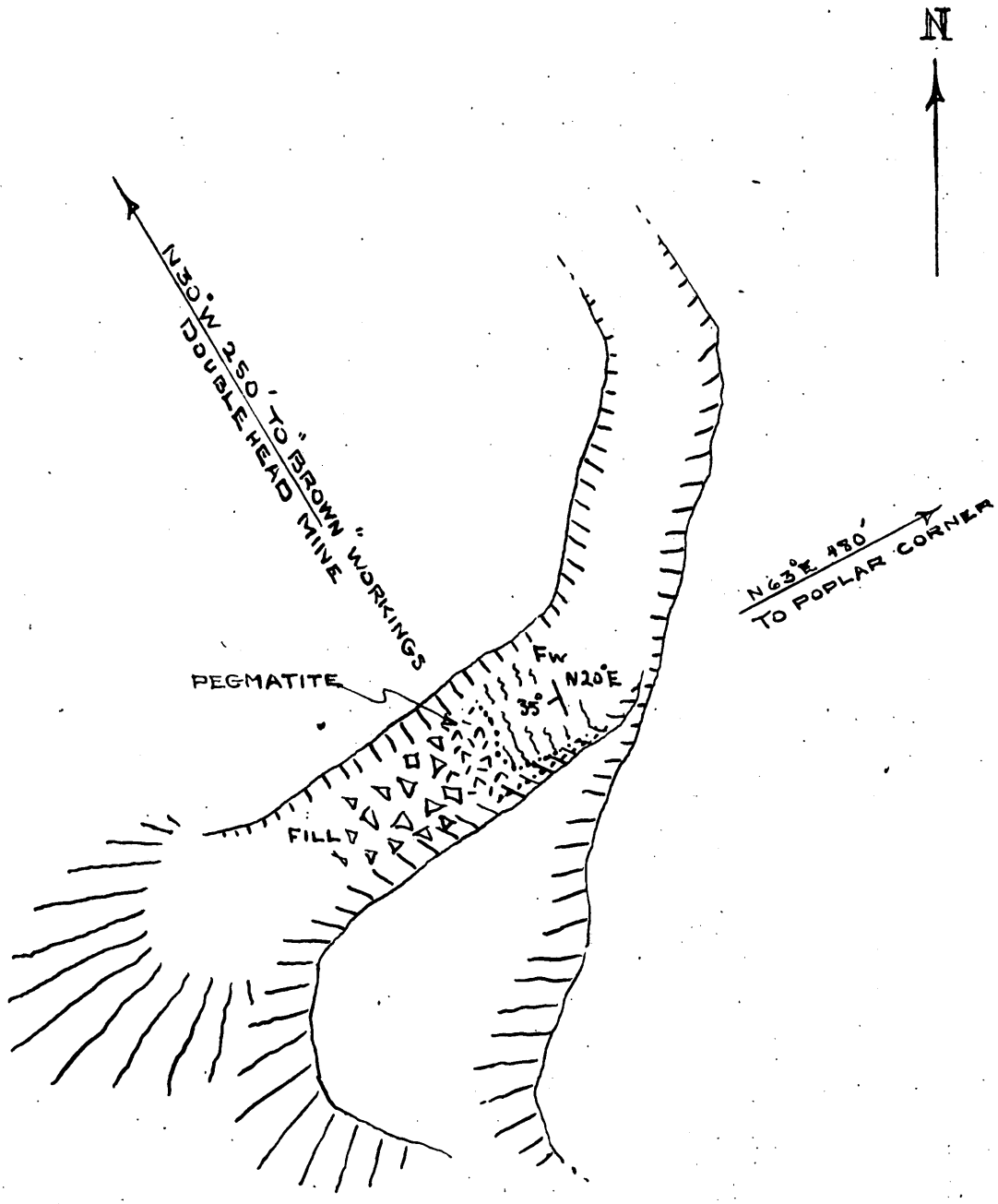
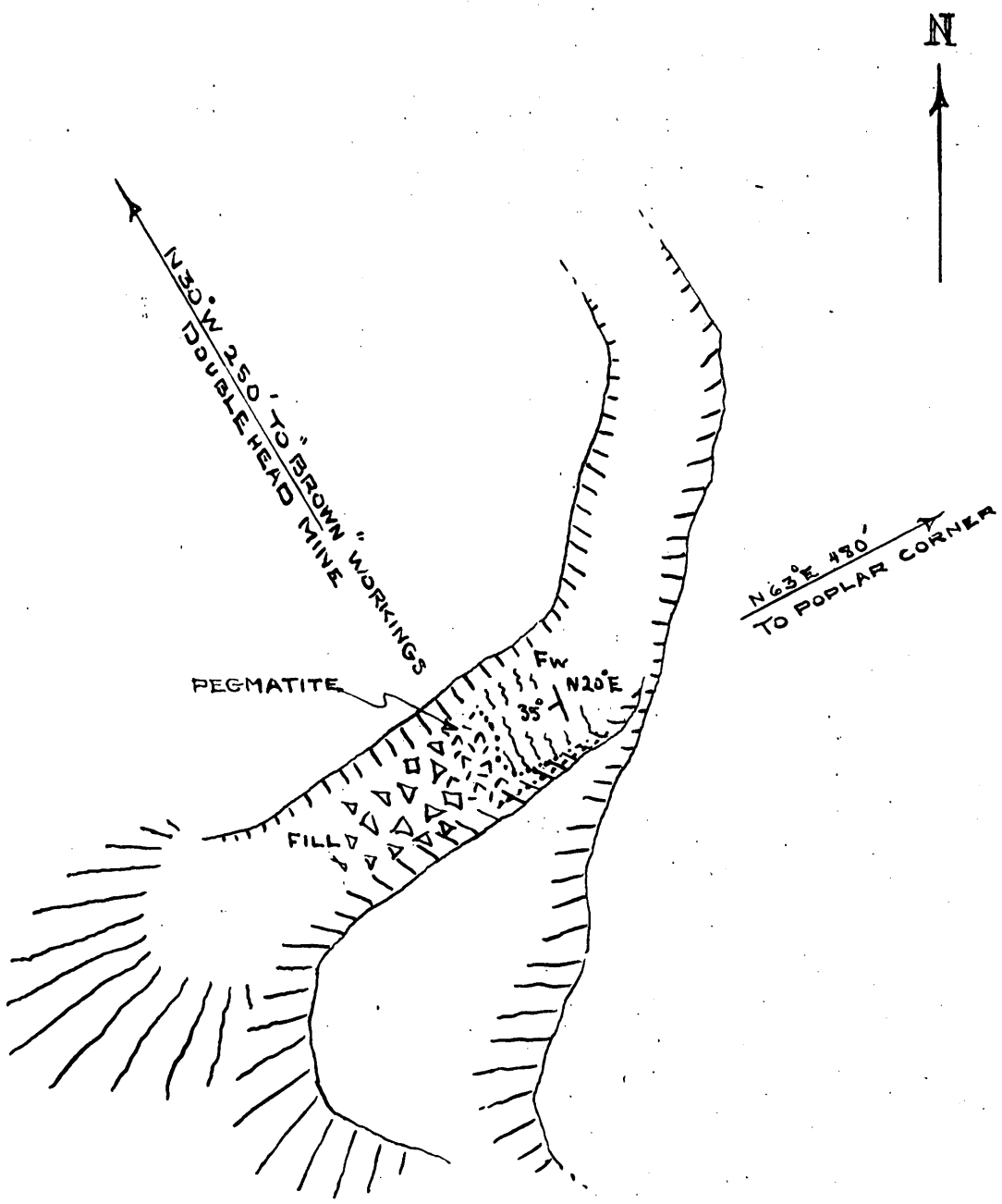


LEANING LOCUST PROSPECT
AVERY COUNTY, N.C.

DMEA-4055 (MICA)

SCALE: 1" = 20'

1/56 SCB



LEANING LOCUST PROSPECT
AVERY COUNTY, N.C.

DMEA-4055 (MICA)

SCALE: 1" = 20'

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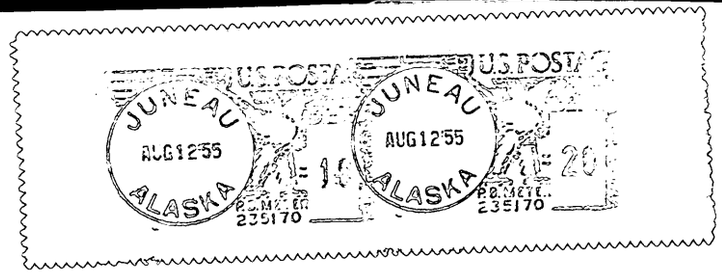
Bureau of Mines
P. O. Box [illegible]
Juneau, Alaska



VIA AIR MAIL

W. S. MARTIN, ACTG. CHAIRMAN

OPERATING COMMITTEE

DEFENSE MINERALS EXPLOR. ADMIN.

INTERIOR DEPARTMENT

WASHINGTON 25, D. C,

VIA AIR MAIL

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

March 7, 1958

Memorandum

OFFICIAL FILE COPY DMEA RECEIVED MAR 7 1958		
DATE	INITIALS	CODE
3/10	C	220
		600

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4055 (mica)

Applicant: Joe C. Vance

Name and Location of Property: Leaning Locust Mine, Avery County, North Carolina

Contract Number: Idm-E 925

Date of Field Team Final Report: February 26, 1958

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: March 3, 1958

Field Team Recommendation: Recommend that this property should not be certified.

Comments:

1. Under DMEA contract 27 feet of trench and adit were rehabilitated, and 100 feet of adit and drift were completed. (19 additional feet of adit were completed at operator's expense.)

2. The only mica lens encountered was small and was in a zone where shear stresses have destroyed the strategic value of the mica.

3. Expenditures -

Total approved (includes DMEA 3212)	$8,902.67
Total cost of project	8,902.67
Government's share of cost	6,677.00
Value of production during operation	Negligible
Royalty paid	2.70
Total cost of Stage III	3,657.67
Gov't. share of cost Stage III	2,897.00

Recommendation:

I concur with the recommendation of the field team that this property should not be certified.

W. F. Dietrich

W. F. Dietrich

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

February 26, 1958

2/28	C	220
2/28	es	130
2/28	Beg	110
3/3	7/3	130
3/4	C	220
3/10	Work	600

Memorandum

To: Operating Committee - DMEA - Washington

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

Subject: Final Report - DMEA-4055, Idm-E925 (mica) Leaning Locust Mine. Avery County, North Carolina

Transmitted are three copies of the subject report.

The Field Team concurs with the Field Examiners that this project should not be certified.

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

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

Field Team Final Rpt

Reviewed by
DMEA OPERATING COMMITTEE
3-3-58
(Date)

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DATE
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UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD TEAM FINAL REPORT, REGION V

DMEA-4055, Idm-E925(mica) LEANING LOCUST MINE
Avery County, North Carolina
AMENDMENT No. III

S. C. Bergman, Geologist
and
F. G. Lesure, Geologist
U.S. Geological Survey

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

February 26, 1958

Reviewed by
DMEA OPERATING COMMITTEE
3-3-58
(date)

FINAL FIELD TEAM REPORT

DMEA-4055, Idm-E925 (mica) LEANING LOCUST
(AMENDMENT No. 3)
Avery County, North Carolina

Operator: Joe C. Vance, Plumtree, North Carolina

SUMMARY

Twenty-seven feet of existing trench and adit were rehabilitated and 119 feet of adit drift completed, 19 feet in excess of the contract amount. The adit, crosscut and followed the hangingwall of a thick feldspathic pegmatite lens. Several sub-parallel lenses of pegmatite were found in the hangingwall by test hole drilling. The intermediate lens is relatively thin and quartz-mica rich, but situated directly across a zone of minor small displacement faults. The resultant stresses have literally destroyed the strategic value of the mica. The overlying pegmatite has some small muscovite along the footwall contact, but is believed to be generally thick and feldspathic as is the main structure.

The Operator requested an amendment for additional work on the intermediate mica-bearing pegmatite. Additional work is not believed to be justified because of limited structural size and the coincidance with the strong stress zone. No reserves were outlined and certification is not recommended.

INTRODUCTION

Location

The prospect is located in the old Doublehead Mine area, on a moderately steep, heavily wooded slope. It is on the northeast side of Doublehead Creek, 4,000 feet N50° W of Plumtree, Avery County, North Carolina (Carvers Gap, N. C.-Tenn. Quad. USGS-TVA Ed. 1934 (208-SE), 1:24,000).

Previous Work

A sequence of concordant, lenticular, shallow-dipping pegmatites has been interm ittently mined and explored over 1000 feet along slope and over a "stratigraphic" thickness of at least 200 feet. Mining and prospecting activity dates back over 50 years. Various pegmatites in the area

have been the target of previous DMEA contracts (docket nos. 2414 and 3212).

The area of the present contract was first under consideration in November 1955, at a point about 100 feet west-southwest of the adit portal, and within the same series of surface excavations. Bulldozing under Stage I of the original contract was completed but because of landslides and the dangerous condition of the cut walls, Stage II was not approved. The present project was submitted under DMEA-4542 and finally consolidated as Stage III of the amended contract (Idm-E925, Docket No. DMEA-4055).

The present adit portal is 100 feet east-northeast of the previous contract site in the east (uphill) wall of the surface excavation.

Contract Work

Bulldozing of about 600 linear feet of access road from the existent ridgetop road to the contract site began June 11, 1957. The existing portal cut and adit was widened and deepened to contract specifications in excess of the allowable rehabilitation. From the end of the rehabilitation, 119 feet of adit drift and crosscut was driven, 19 feet at the Operator's expense. Thirty feet of drift was driven S61°E, 54 feet S19°E, 11 feet due south, and an intermediate crosscut 23 feet S50°W (see map). All work was completed by October 1, 1957. Fifteen feet of drift immediately south of the crosscut was sloped up at 10° in order to gain access to the mica-bearing structure found by the test hole drilling in the back. In addition to rehabilitation and adit work, a toolhouse and powder and exploder magazines were constructed. All work was done efficiently and in accordance with the contract specifications.

GEOLOGY

A thick sequence of sub-parallel, shallow-dipping pegmatites is

exposed by old mine workings and outcrop along the flanks of Doublehead Ridge. The concordantly emplaced structures occur superimposed in vertical sequence, en echelon arrangement, and as repetitious, discontinuous lenses along the same stratigraphic horizon. There is some suggestion of localization of the pegmatites along the crests of gentle arches, and along the forefront of monoclinal folding (see map section). Undoubtedly many other modes of structural localization exist in the area.

It has been noted that pegmatites 6 feet to upwards of 20 feet in thickness are almost always massive perthitic units with very minor quartz and/or plagioclase usually found as very thin discontinuous wall zone units. Practically no mica-potential exists in pegmatite of this type. Structures from 6 feet in thickness down are generally plagioclase-quartz-muscovite rich. This size-composition correlation is noticably present over much of the Plumtree area. It is believed to represent an extended igneous history, reflected by changing magma composition and a related stress or pressure change represented by the related differences in pegmatite size (larger dilation structure-higher or more extended pressure head).

The pegmatite, crosscut and followed by most of the contract work, is a coarse=grained perthite-rich lens an estimated 10 to 15 feet in maximum thickness. The hangingwall contact followed by the drift strikes from N6-16°W to N16-33°E in the intermediate crosscut. Dips range from 0 to 65° to the east. Where the strike changes(see map), overlying pegmatites were discovered diverging to the south-southeast. A 2 to 5 foot thick pegmatite lens occurs within a few inches of the main structure at the junction of drift and crosscut. The structure strikes N 10 to 25°W and dips 0 to 30° to the east. Its eastern or downdip edge is exposed along the east wall of

the southernmost drift heading. It is composed of medium to medium-coarse grained plagioclase, interstitial quartz, and a considerable amount of dark green muscovite in books up to 12 inches across and 6 inches thick. The muscovite has been thoroughly disintegrated (ruled) by stresses reflected by a series of strong joints or small displacement faults in the southermost heading which strikes N64 to 68°E and dips from 55 to 70° northwest to 75° southeast.

The uppermost pegmatite is a structure at least 5 feet thick which is parallel to the intermediate mica-bearing lens, and separated from it by 1 1/2 to 2 feet of country rock. Its footwall contact is exposed in the back of the southernmost heading. Some small green muscovite occurs near or at the footwall contact, but the structure is believed to be largely perthitic in character. All pegmatites are emplaced in a fine-grained quartz-biotite, and feldspathic quartz-muscovite gneiss with some thin interlayering of chloritic hornblende schist.

CONCLUSIONS AND RECOMMENDATIONS

The contract work outlined several large subparallel feldspathic mica-deficient lenses of pegmatite, with an intervening relatively small lens of mica-rich pegmatite. The muscovite although in relatively large books, was thoroughly ruled (literally shredded). There is little chance that further exploration could get away from the indicated stress zone. No reserves of muscovite were outlined and no certification of discovery is recommended. A total of about 250 pounds of badly ruled block was recovered from the work. Its value is unknown, but it would be good only as scrap.

EXPENDITURES

(a)	Total approved (includes DMEA-3212)	$8,902.67
(b)	Total cost of project	8,902.67
(c)	Government's share of cost	6,677.00
(d)	Government's share unexpended	—
(e)	Value of production	unknown but negligible
(f)	Royalty paid to date	2.70
(g)	Total cost of Stage III	3,657.67
(h)	Government's share of cost-Stage III	2,897.00

S. C. Bergman and F. G. Lesure, Geologists
U.S. Geological Survey

L. E. Shirley and S. A. Feitler, Mining Engrs.
U. S. Bureau of Mines

February 26, 1958

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DMEA
RECEIVED MAR 6 1958

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3/7	wra	600

IN REPLY REFER TO:

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

March 5, 1958
Re: DMEA 4055 Idm-E 925
Joe C. Vance
Leaning Locust Mine
Avery County, N. C.
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 authorized the expenditure of $3,862.67 for exploration by drifting of a pegmatite located in the general vicinity of the work done under Contract Idm E658, DMEA 3212. The latter work cost $5,040.00, thus the total expenditure amounts to $8,902.67, of which the Government contributed $6,677.00.

The maps covering the 2 projects do not relate the various openings. However, the work appears to have been done on pegmatites in a thick sequence of subparallel, shallow dipping discontinuous lenses along the same stratographic horizon. In the present case, 2 pegmatites were drifted in and a third was tested by 'upper' drill holes.

Such mica as was found is so thoroughly ruled as to be valueless other than as scrap.

The examiners recommend that the project not be certified. I concur with the recommendation.

N. E. Nelson

N. E. Nelson

DMEA Form 7
(12-56)

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Date	Surname	Code
2/19	Houk	600
2/19	Selfridge	130
2/19	Lamb	130
2/19	Williams	130
"	Johnson	110
"	Mittendorf	100
2/20	C	220
		600

600

FEB 19 1958

Mr. Joe C. Vance

Plumtree, North Carolina

Re: Docket No. DMEA-4055-Mica
Joe C. Vance
Leaning Locust Mine
Avery County, North Carolina
Contract No. Idm-E925

Dear Mr. Vance:

Your September 25, 1957, request for an amendment for 50 feet of additional work has been carefully 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, based on the results of the completed work, indicates to us that further Government participation to explore the Leaning Locust Mine is not warranted. We regret to advise you, under these circumstances, that your request for additional aid is denied.

We wish to thank you for your interest in the Defense Minerals Exploration Administration Program and for bringing the proposed extension of your project to our attention.

Sincerely yours,

C. O. Mittendorf

Administrator

LGHouk:rsi 2/19/58
Copy to: Admr. R. File
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mrs. Buena Avery Vance

8623

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

OFFICE OF THE SECY
DMEA
RECEIVED FEB 17 1958
DATE
2/18 C 220 600

February 13, 1958

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: DMEA-4055, Idm-E925 (mica) Joe C. Vance, Plumtree, NC. Leaning Locust Mine, Avery County, N. C.

Enclosed is a request from the landowners for information on the Operator's request for an amendment to the subject contract, and a copy of my reply.

In the Field Team's memorandum of September 30, 1957 and the final interim report of October 1, 1957, denial of the requested amendment was requested, but apparently the somewhat uncertain wording of the recommendation has delayed any decision. To clarify this, the Field Team recommends a denial of the proposal. Will you please notify the Operator and the landowner of your decision on this?

The Field Team final report will be forwarded in the near future.

Robert A. Laurence

Robert A. Laurence

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

OFFICIAL FILE COPY
DMEA
RECEIVED FEB 17 1958
DATE | INITIALS | CODE

February 13, 1958

Mrs. Buena Avery Vance

Plumtree, North Carolina

Re: DMEA-4055 (mica)
Joe C. Vance
Leaning Locust Mine
Avery County, North Carolina
Contract-Idm-E925

Dear Mrs. Vance:

The decision as to whether or not to approve Mr. Joe C. Vance's request for an amendment to the contract to authorize additional work will be made by our Washington staff, as this office does not have the authority to approve or deny such requests.

Therefore, I am forwarding your inquiry of February 11 to the Washington office.

Very truly yours,

Robert A. Laurence
Executive Officer, DMEA
Region V

RAL/sm
Lynch
Opr. Com.-2
Files

OFFICIAL FILE COPY
DMEA
RECEIVED FEB 17 1958

DATE	INITIALS	CODE

Plumtree, N.C.
Feb. 11, 1958

Mr. Robert A. Laurence
DMEA Region V
Room 13, Post Office Building
Knoxville, Tennessee

Dear Mr. Laurence:

Would you please advise me as to your final disposition of the exploration contract on the Leaning Locust Mine, Operator, Joe C. Vance, Plumtree, N.C.

It is necessary that I know this in order to properly execute the terms of the lease to him.

Thank you for your prompt reply.

Yours truly
Buena Avery Vance
Buena Avery Vance
W. W. Avery Heirs

RECEIVED
FEB 13 19..
U. S. Geological Survey
Geologic Division
Knoxville, Tenn.

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

EXTRA COPY
D
RECEIVED
DATE CODE

February 13, 1958

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: DMEA-4055, Idm-E925 (mica) Joe C. Vance, Plumtree, NC.
Leaning Locust Mine, Avery County, N. C.

Enclosed is a request from the landowners for information on the Operator's request for an amendment to the subject contract, and a copy of my reply.

In the Field Team's memorandum of September 30, 1957 and the final interim report of October 1, 1957, denial of the requested amendment was requested, but apparently the somewhat uncertain wording of the recommendation has delayed any decision. To clarify this, the Field Team recommends a denial of the proposal. Will you please notify the Operator and the landowner of your decision on this?

The Field Team final report will be forwarded in the near future.

Robert A. Laurence

RAL/zm
cc
Lynch
Files

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

February 13, 1958

Mrs. Buena Avery Vance

Plumtree, North Carolina

Re: DMEA-4055 (mica)
Joe C. Vance
Leaning Locust Mine
Avery County, North Carolina
Contract-Idm-E925

Dear Mrs. Vance:

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Therefore, I am forwarding your inquiry of February 11 to the Washington office.

Very truly yours,

Robert A. Laurence
Executive Officer, DMEA
Region V

RAL/zm
Lynch
Opr. Com.-2
Files

October 15, 1957

Memorandum

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

From: Personnel Assistant, Electrotechnical Experiment Station, Norris, Tennessee

Subject: Monthly reports and vouchers

We are enclosing two copies each of the following monthly reports and vouchers:

Idm-R925 Joe C. Vance
Docket No. DMEA-4055
5th and final payment - month of September
Amount $573.05

Idm-E1082 Moody Rock Mining Company
Docket No. DMEA-4625
5th and final payment - month of September
Amount $693.00

Helen R. Miller

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

EXTRA COPY
DMEA
RECEIVED OCT 1957

DATE	INITIALS	CODE
10/17	KJ	110
		600

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

Budget Bureau No. 42-R1036.5

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

RECEIVED OCT 17 1957 PAID ON VOUCHER & SCHEDULE OF PAYMENTS

20

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of Sept., 1957 Docket No. DMEA 4055 Contract No. Idm-E 925
Operator's Name Joe C. Vance Minerals Mica
Address Plumtree, N. C.
Contract Amount, $ 3657.00 Government Participation: 75 % Amount, $ 2743.25

ITEMS OF COSTS	FOR OPERATOR'S USE: Monthly Total	Totals Previously Reported	Totals To Date	FOR GOVERNMENT USE ONLY: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing		65.25	65.25			
Crosscutting						
Drifting	764.06	2708.94	3473.00			
Portal Preparation		119.42	119.42 ✓			
(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	764.06	2893.61	3657.67	764.06	2893.61	3657.67

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

Date 10-7-57 *Payee Joe C. Vance

Per Joe C. Vance 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:

$ 573.05

Signature Helen R. Miller
(Authorized Certifying Officer)

Date OCT 15 1957 Vou. No. 70
(See other side)

191.02

(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 925 in accordance with the terms of the contract.

Signature J Feitler Title MINING ENGINEER U. S. BUREAU OF MINES Date OCT 14 1957

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A Lawrence Title EXECUTIVE OFFICER DMEA FIELD TEAM REGION V Date OCT 14 195

MONTHLY REPORT OF OPERATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.2

RECEIVED OCT 17 1957 D.M.E.A.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of Sept. 1957 Docket No. DMEA 4055 Contract No. Idm-E 925
Operator's Name Joe C. Vance Minerals Mica
Address Plumtree, N. C.

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Drifting	Feet	764.06	22	3473.00	100	34.73	100	3473.00
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Bulldozing				65.25	1	65.25	1	65.25
Trenching								
Test Pits								
Roads and Trails								
Portal Preparation				119.42	1	119.42	1	119.42
TOTAL DISTRIBUTED COSTS		764.06		3657.67				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		764.00		3657.67				

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 10-7-57 Operator Joe C. Vance

Per Joe C. Vance 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)

Steitler

MINING ENGINEER
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

Leaning Locust Mine

Joe C. Vance, Operator

DMRA No. 4055

Mica

Contract No. Idm- E 925

Work Summary

9-3 Drilled one round, mucked & cleaned up. Visited by the field Team. Was told to drill the rest of my units in the pegmatite.
9-4 Drilled 2 rounds, shot.
9-5 Mucked, Drilled and shot.
9-6 Drilled 2 rounds, shot and recovered some small books of mica.

9-9 Mucked, worked on air line & air lines. Mucked
9-10 Mucked all day.
9-11 Drilled, shot a d mucked.
9-12 Mucked. Pegmatie narrowing down. some small mica showing.
9-13 Pegmatite looks better, for mic. Drilled and shot 2 rounds.

9-16 Recovered around 150 pounds of block mica out of muck shot down on 13th. Visited by field team. They told me mine looked better but that I only had six feet more to go on my contract. Mucked.
9-17 Drilled and shot 2 rounds. Mucked
9-18 Mucked, drilled and shot. Pegmatite looks good but no mica.
9-19 Drilled and shot 2 rounds, Mucked out. Pegmatite is beginning to turn down in the mountain where it should make a mine and produce mica. Finished up my footage under my contract had to close down. Sure would like to pull in this pegmatite another ~~[illegible]~~ 50 feet.

EXTRA COPY
D M E A
RECEIVED OCT 29 1957

DATE	INITIALS	CODE

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
10/11	Talbert	800
10/14	C	320
		600

OCT 11 1957

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

Re: Docket No. DMEA-4055 (Mica)
Joe C. Vance
Leaning Locust Mine
Avery County, N. C.
Contract No. Idm-E925
and
Docket No. DMEA-4625 (Mica)
Moody Rock Mining Company
Moody Rock Mine
Yancey County, N. C.
Contract No. Idm-E1082

Dear Mr. Laurence:

As requested in your memoranda of October 9, 1957, a Report of Review in lieu of a final audit of the referenced projects has been prepared. The original and three copies of each report, together with the original of the final MF-104's submitted with yourmemoranda, are enclosed.

If you concur with the facts stated in these Reports of Review, the original and one copy of each Report of Review should be released to the regional finance officer, one copy should be forwarded to each Operator, and one copy of each should be retained in your files. If for any reason you do not concur, please return the original and all copies of the reports to this Division with your comments.

Sincerely yours,

(Signed) J. L. Chambers

Jay L. Chambers, Director
Contract Administration
and Audit Division

Enclosure

EDTalbert/wb
October 11, 1957

Copy to: Docket (2)
Admr. Reading File
Mr. Chambers

8623

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

WASHINGTON 25, D.C.

OFFICIAL FILE COPY
DMEA
RECEIVED OCT 11 1957

DATE	INITIALS	CODE
10/11	C	220
10/11	[illegible]	800
10/11	[illegible]	600

October 9, 1957

Memorandum

To: Operating Committee, DMEA - Washington

From: Acting Executive Officer, DMEA - Region V

Subject: Operator's Final Report. DMEA-4055, Idm-E925-Mica.
Joe C. Vance, Operator, Plumtree, N.C.
Leaning Locust Mine, Avery County, N. C.

Attached is the original and two copies of the Operator's final report on the subject contract.

V. J. Lynch

V. J. Lynch

operator's Final Rpt

OFFICIAL FILE COPY
DMEA
RECEIVED OCT 11 1957
DATE | INITIALS | CODE

Plumtree, N. C.
Oct. 7, 1957

DMEA
Knoxville, Tenn.

Re: DMEA Contract No. ~~4055~~
Idm-E 925, Mica
Leaning Locust Mine
Joe C. Vance, Operator

Dear Sir:

This is my final summary of work accomplished under the above contract. I started work June 5, 1957. Had the loose surface bulldozed off and the portal reconditioned. Hired two men, set in my machinery and started to drilling.

Pulled 78 feet in pegmatite which was poor and contained no mica but I never did find the bottom slate. I drilled some test holes and found a richer pegmatite and pulled in that for the last 22 feet. I recovered about 150 pounds of block mica but most of it was cut up very badly. This pegmatite is becoming surrounded by permanent slates and looks the most promising of any pegmatite that I have found in any exploration project yet.

It should be tested further and I have ask for a 50 foot amenment to this contract. I hope it will be granted.

Yours truly

Joe C. Vance

Joe C. Vance

RECEIVED
OCT 9 - 1957
U. S. Geological Survey

OFFICIAL FILE COPY
DMEA
RECEIVED OCT 11 1957

DATE	INITIALS	CODE
10-11	CJM	220
"	CJM	100
10-11	WRA	600

INTERIM REPORT

DMEA-4055, Idm-E925(mica) LEANING LOCUST MINE

Operator: Joe C. Vance, Plumtree, North Carolina

Location: About 4,000 feet N50°W of Plumtree, Avery County, N.C.

All work under the contract has been completed with 119 feet of drift which includes 19 feet driven at the Operator's expense. The pegmatite in which most of the work was done, although large, contained ~~no~~ little muscovite of strategic quality.

A superjacent pegmatite body found by percussion drill holes, was explored by 41 feet of drift S 16°E. This pegmatite is 2 to 5 feet thick and strikes approximately N25°W with a dip from flat to 30°E. A good quantity of muscovite marred by extreme ruling and some bending was encountered. Books up to 12 inches long and 9 inches thick are so ruled and cross-ruled that strips as wide as 1/2 inch are rare. About 150 lbs of mediocre to poor block was saved from this drift and about 250 pounds from the entire project.

The footwall of a third body of pegmatite is exposed in the back of the S16°E drift 14 feet back from the face (27' from its beginning). The few scrap size books of muscovite exposed also exhibit ruling.

Similar flat lying, closely spaced, lenticular pegmatite bodies in this vicinity have been produc~~ed~~tive. However,

the extreme ruling of the muscovite at this Prospect, casts doubt on the value of additional work here. The probability of getting out of the stress zone with any reasonable amount of work is considered remote.

Inspected:
October 1, 1957

SAFeitler

Stanley A. Feitler, Mining Engineer
Bureau of Mines

S. C. Bergman

S. C. Bergman, Geologist
Geological Survey

z

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

EXTRA COPY

RECEIVED		1957
DATE		CODE
		600

October 9, 1957

Memorandum

To: Jay L. Chambers, Director, Contract Administration and Audit Division, DMEA

From: Acting Executive Officer, DMEA - Region V

Subject: Completion of DMEA-4055, Idm-E925-Mica
Leaning Locust Mine, Avery County, N.C.
Joe C. Vance, applicant(operator)

Stage III, of the subject amended contract has been completed.

The following units of work have been acceptably performed as verified by our Field Examiners:

Access road constructed - 225 yds of material excavated.

Portal preparation completed - 60 cu.yds. of rock removed.

Drifting - A total of 100 feet driven.

An adequate final engineering and geological report has been received, and a report of review is requested.

Final MF-104 and 104A attached.

V. J. Lynch

VJL/ZM
Opr. Com-2
Lynch
Files

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
10/3	Anderson	600
10/3	Houk	100
		220

600

October 3, 1957

Memorandum

To: Mr. C. O. Mittendorf, Administrator

From: Lawrence G. Houk, Director, Division of Nonmetallic Minerals

Subject: Amendment No. 1 - Docket No. DMEA-4055-Mica
Joe C. Vance
Leaning Locust Mine
Avery County, North Carolina
Contract No. Idm-E925

The Division of Nonmetallic Minerals concurs in Amendment No. 1 to the subject contract as written and executed in the field. This amendment extends the completion date from September 15, 1957 to October 15, 1957.

Amendment No. 1 is justified because of unforeseen delays due to rain and repair of machinery, the Operator needed more time than provided for in the contract, to complete the project.

Walter C. Anderson
Walter C. Anderson
Division of Nonmetallic Minerals

WCAnderson:rsi 10/3/57
Copy to: Admr. R. File
Mr. Houk

8623

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

OFFICIAL FILE COPY
DMEA
RECEIVED OCT 2 1957

DATE	INITIALS	CODE
10/2	C	220
		130
10/2	start	600

September 30, 1957

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: DMEA-4055, Idm-E925 (mica) Leaning Locust Mine, Avery County, N.C. Joe C. Vance, Plumtree, N.C.

Enclosed are 3 copies of a letter from the Operator requesting an amendment to provide additional work.

Based on the results accomplished at the time of the last inspection, we would not recommend any more work. However, the field men will examine the completed project this week, and we will submit our recommendations when they return.

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

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

OFFICIAL FILE COPY
DMEA
RECEIVED OCT 2 1957

DATE	INITIALS	CODE

Plumtree, N. C.
Sept. 25, 1957

Mr. Robert A Laurence
Executive Officer
DMEA
Knoxville, Tenn.

Re:DMEA-4055,Idm-E 925 Mica
Amendment No. 1
Leaning Locust Mine

Dear Mr. Laurence:

I have just completed the 100 foot allowed me on the contract referred to above. I will give you a complete summary of the work accomplished when I send in my vouchers on the first of October. Meanwhile, I would like for you to consider allowing me 50 more feet of tunnell on this contract.

I have found two viens carring small mica and I am pulling the bottom vein at my own expense the balance of this week so that I will be able to show the field team as much of the vein as possible when they make their inspection next Monday.

I have just now pulled through the granit and slates and into what I believe to be the real lead of the mine, but without some help from you I wont be able to pull it far enough to get to the mica. It seems to me that it would be aloss to me and to the DMEA to stop just as we get to a point where we might start producing. 50 more feet would put us in the pegmatite far enough to make a definite decision on the quality and quanity of mica we might produce.

Please give this request your immediate and favorable consideration.

Yours truly

Joe C. Vance

Joe C. Vance

RECEIVED
SEP 27 1957
Knoxville, Tenn.

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

OFFICIAL FILE COPY
DMEA
RECEIVED OCT 1 1957

DATE	INITIALS	CODE
10/1	B	220
	esf	130
10/2	[illegible]	600

September 27, 1957

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region V - Knoxville

Subject: Amendment No. 1. DMEA-4055, Idm-E925 (mica)
Joe C. Vance, Leaning Locust Mine,
Avery County, North Carolina

Attached is the Original and one copy of the subject amendment. The usual distribution of the other copies has been made.

This amendment was necessary due to unforeseen delays due to rain and repair of machinery.

Robert A. Laurence

Robert A. Laurence

zm

OFFICIAL FILE COPY
DMEA
RECEIVED SEP 30 1957

DATE	INITIALS	CODE
9-30	C	220
30	COM	100
10/2	Hmb	600

INTERIM REPORT

DMEA-4055, Idm-E925(mica) LEANING LOCUST MINE

Operator: Joe C. Vance, Plumtree, North Carolina

Location: About 4,000 feet N50°W of Plumtree, Avery County, N.C.

The N35E drift collared 66 ft from the portal was advanced 16 ft. during the interim. Pegmatite 3 to 5 ft thick striking N 25°W and dipping from nearly flat to 30°NE is being explored. This body appears to be an apophysis of the main pegmatite.

The body is composed principally of plagioclase, fine-grained quartz, and muscovite with some perthite and minor sericite, and garnet. The muscovite, although pentiful, and in books up to 12 inches long by 6 inches thick, is intensely ruled and some is bent.

Approximately 150 lbs of workable block was reportedly recovered during the interim.

The Operator was told to drive the remaining 6 ft on this pegmatite body.

Inspected:
Sept. 16, 1957

SEFeitler

Stanley E. Feitler, Mining Engineer
Bureau of Mines

F. G. Lesure

S. C. Bergman and F. G. Lesure, Geologists
Geological Survey

z

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

Budget Bureau No. 42-R1036.5

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

PAID ON VOUCHER & SCHEDULE
VOUCHERS K- 12

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of August, 1957 Docket No. DMEA 4055 Contract No. Idm-E 925
Operator's Name Joe C. Vance Minerals Mica
Address Pluntree, N. C.
Contract Amount, $ 3657.00 Government Participation: 75 % Amount, $ 2743.25

ITEMS OF COSTS	FOR OPERATOR'S USE: Monthly Total	Totals Previously Reported	Totals To Date	FOR GOVERNMENT USE ONLY: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing		65.25	65.25			
Crosscutting						
Drifting	972.44	1736.50	2708.94			
Portal Preparation		119.42	119.42			
(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	972.44	1921.17	2893.61	972.44	1,921.17	2,893.61

EXTRA COPY
DMEA
RECEIVED SEP 16 1957

DATE	INITIALS	CODE

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

Date 9-3-57 *Payee Joe C. Vance

Per Joe C. Vance 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:

$729.33

Signature Gilbert R. Mueller
(Authorized Certifying Officer)

Date SEP 12 1957 Vou. No. 47
(See other side)

4

243.11

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. Idm. E925 in accordance with the terms of the contract.

Signature W. G. Beck Title MINING ENGINEER U. S. BUREAU OF MINES Date SEP 5 1957

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lawrence Title EXECUTIVE OFFICER DMEA FIELD TEAM REGION V Date SEP 5 1957

MONTHLY REPORT OF OPERATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of August 1957 Docket No. DMEA 4055 Contract No. Idm-E 925
Operator's Name Joe C. Vance Minerals Mica
Address Plumtree, N. C.

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Drifting	Feet	972.44	28	2708.94	78	34.73	100	3473.00
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
~~Stripping~~ Bulldozing				65.25	1	65.25	1	65.25
Trenching								
Test Pits								
Roads and Trails								
Portal Preparation				119.42	1	119.42	1	119.42
TOTAL DISTRIBUTED COSTS		972.44		2893.61				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		972.44		2893.61				

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 9-3-57 Operator Joe C. Vance

Per Joe C. Vance Title Operator

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)

REMARKS:

(For Government use only)

RECEIVED SEP 16 D.M.E.A.

W. A. Beck
MINING ENGINEER
U. S. BUREAU OF MINES

SEP 5 1957

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

LEANING LOCUST MINE

JOE C. VANCE, OPERATOR

DMEA NO. 4055 MICA Contract No. Idm-E 925

WORK SUMMARY

8-1 Drilled two rounds, shot and mucked.

8-2 Mucked, drilled and shot.

8-5 Visited by field Team, mucked in afternoon.

8-6 Extended air line and water line. Drilled and shot.

8-7 Mucked. Pegmatite looks good but no mica.

8-8 Drilled 5 test holes in bottom. drilled one round. Shot.

8-9 Mucked and cleaned up tunnel, scaled down top and sides.

8-12 Drilled two rounds, shot and mucked.

8-13 Changed oil in Compressor, drilled and shot.

8-14 Mucked, drilled and shot.

8-15 Moved water tank, connected new pipe, mucked.

8-16 Drilled two rounds, shot and mucked.

8-19 Visited by field team. Instructed by them to drill direct west. Still in Pegmatite.

8-20 Drilled two rounds, shot. Pegmatite staying about the same.

8-21 Mucked out on morning shift. Drilled and shot in side to make more room to turn west.

8-22 Mucked. Drilled two rounds in heading. shot.

8-23 Drilled one round, shot and mucked untill 2 o'clock. Started drilling test holes 20 feet from heading, drove through back slate and hit pegmatite with mica. Vien had a lot of mica but it was cut up very badly, too small for market.

8-26 Drilled two rounds in main heading, shot and mucked partly clean. Moved back to where test hole shots showed vein with mica and started to make room to drill.

8-27,28,29,30, Worked at this place , drilled and shot and straightened up heading for Field Team inspection and advice.

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DATE INITIALS CODE
EXTRA

RECEIVED
SEP 5 - 1957

INTERIM REPORT

DMEA-4055, Idm-E925 (Mica) LEANING LOCUST MINE

Operator: Joe C. Vance, Plumtree, North Carolina

Location: About 4,000 feet N50°W of Plumtree, Avery Co., N. C.

Stage III - Amended Contract

Crosscutting and percussion test hole drilling has been in progress during the Interim. A crosscut advance of 8 feet has been made from the drift in a N70°E direction, at a point 97 feet from the portal. An 8 foot horizontal test hole has been drilled 5 feet from the present drift face in a N70°W direction, which cut 4 feet pegmatite and 4 feet of biotite gneiss. Two vertical test holes 6 feet long were also drilled in the floor at this same point which cut 3 feet of pegmatite and 3 feet of biotite gneiss. Test holes drilled in the hanging wall area at a point 66 feet from the portal encountered a mica-bearing structure continuing to the southeast. Instructions were given for driving the remaining 22 feet of drift to explore this structure. Mica recovery at this point has been scant because of limited work performed. The mica is badly ruled but contains only small amounts of stain.

Some additional timber work has been completed at the portal and an extension has been placed on the exhaust of the air compressor. Progress on this contract is satisfactory.

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DMEA
RECEIVED SEP 13 1957

DATE	INITIALS	CODE
9-13	C	220
	Hrch	600

L. E. Shirley

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

F. G. Lesure

F. G. Lesure, Geologist
U. S. Geological Survey

Date inspected:
September 3, 1957

INTERIM REPORT

DMEA-4055, Idm-E925 (mica) LEANING LOCUST MINE

Operator: Joe C. Vance, Plumtree, North Carolina

Location: About 4000 feet N. 50° W. of Plumtree, Avery County, N. C.

Stage III - Amended Contract

During the interim the heading was advanced 20 feet S. 25° W. along the hanging wall for a total of 70 feet of new drift. From the portal the drift runs 47 feet S. 56° E. (27 feet rehabilitation), 19 feet S. 20° E., and 31 feet S. 25° W.

The attitude of the hanging wall and the results of test drilling indicate that the pegmatite flattens to the northwest.

The Operator was instructed to crosscut the pegmatite at right angles to the hanging wall to explore for mica on the footwall.

SAFeitler

S. A. Feitler and L. E. Shirley
Mining Engineers
U. S. Bureau of Mines

S. C. Bergman and F. G. Lesure
Geologists
U. S. Geological Survey

Date inspected:

August 19, 1957

OFFICIAL FILE COPY
DMEA
RECEIVED 8 1957
DATE | | POST
9/3 | Com | 100
9/4 | Hoch | 600

INTERIM REPORT

DMEA-4055, Idm-E925 (mica) LEANING LOCUST MINE

Operator: Joe C. Vance, Plumtree, North Carolina

Location: About 4,000 feet N50°W of Plumtree, Avery County, N.C.

Stage III Amended Contract

Drifting under the contract now totals 50 feet of which 11 feet were completed during the interim.

The hanging wall of the pegmatite strikes N 35°E, dips 65° SE and has a selvage of scrap mica 1 to 2 feet thick. The footwall is not exposed. Plagioclase feldspar and quartz are more prominent in the last 10 feet, but little book mica has been encountered.

From the portal, the drift runs 41 feet S 56°E; 19 feet S20°E; and 11 feet S 10°W.

Drifting will be continued along the hanging wall of the pegmatite.

Inspected: August 5, 1957

S A Feitler

S. A. Feilter and L. E. Shirley,
Mining Engineers, Bureau of Mines

F. G. Lesure, Geologist
Geological Survey

OFFICIAL FILE COPY
DMEA
RECEIVED
DATE
Z 19 8/W Core Hand 100 600

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

Budget Bureau No. 42-R1036.5

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

PAID ON VOUCHER & SCHEDULE OF PAYMENTS K-

6

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of July, 1957 Docket No. DMEA 1055 Contract No. DMEA 925

Operator's Name Joe C. Vance Minerals Iron

Address Pinetree, N. C.

Contract Amount, $ 3697.00 Government Participation: 75 % Amount, $ 2773.25

ITEMS OF COSTS	FOR OPERATOR'S USE: Monthly Total	Totals Previously Reported	Totals To Date	FOR GOVERNMENT USE ONLY: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing Road		65.25	65.25			
Crosscutting	1319.74	416.76	1736.50			
Drifting						
Portal reparation		119.12	119.12			
(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	1319.74	601.43	1921.17	1319.74	601.43	1921.17

RECEIVED AUG 13 1957 D.M.E.A.

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

Date 8-2-57 *Payee Joe C. Vance

Per Joe C. Vance 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:

$ 989.80

Signature Helen R. Mellin (Authorized Certifying Officer)

Date AUG 9 1957 Vou. No. 24

(See other side)

379.94

(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-925 in accordance with the terms of the contract.

Signature [illegible] Title MINING ENGINEER U. S. BUREAU OF MINES Date AUG 5 1957

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lawrence Title EXECUTIVE OFFICER DMEA FIELD TEAM REGION V Date AUG 5 1957

MONTHLY REPORT OF OPERATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of July 1957 Docket No. DMEA [illegible] Contract No. [illegible]
Operator's Name Joe O. Vance Minerals [illegible]
Address [illegible]

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Drifting	[illegible]	1339.74	33	1733.00	50	34.73	100	3473.00
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Sampling Building				68.25	1	68.25	1	68.25
Trenching								
Test Pits								
Roads and Trails								
Portal Preparation				112.42	1	112.42	1	112.42
TOTAL DISTRIBUTED COSTS		1339.74		1921.17				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		$1339.74		1921.17				

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 8-2-57 Operator Joe O. Vance

Per Joe O. Vance 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)

34731 3/10 17365

RECEIVED AUG 13 1957 D.M.E.A.

N. J. Lynch
MINING ENGINEER
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

[illegible]
[illegible]

DMEA No. 4[illegible] DMEA CONTRACT # 14[illegible]-8 925

WORK DURING

7-1 Drilled two round in morning, mucked in afternoon.
7-2 Driller and operator up heating, in soft pegmatite.
7-3 Drilled 8 rounds, 2 hot green burn and holes, got some small rough mica broken, carried.
7-5 Extended air & water line, drilled into back wall slate. Made shot & mucked.

7-8 Mucked out. Started drilling about North 25° E. Pegmatite looks good but no mica.
7-9 Visited by Field Team. Told to follow back wall, mucked out, drilled one round.
7-10 Drilled 1 test hole about 7½ feet around 4 feet from back wall. Drilled in pegmatite at this point. Could not tell how thick it was.
7-11 Drilled 8 rounds, shot & mucked.
7-12 Drilled 2 seven foot [illegible] test holes where bottom slate turned over, 27 feet from portal, in pegmatite all the way. Finished mucking and drilled 1 round.

7-15 Mucked until noon, drilled and shot in afternoon.
7-16 Pegmatite looks good. Mucked and drilled and shot.
7-17 Mucked and drilled and shot.
7-18 Mucked, extended air line, changed oil in compressor, drilled and shot.
7-19 Mucked in morning, drilled in afternoon and shot.

7-22 Mucked out clean, drilled and shot. Visited by Field Team.
7-23 Mucked and drilled and shot, Pegmatite looks better, still no mica.
7-24 Drilled 2 rounds, shot, saw very small bodes of mica, Mucked out.
7-25 Drilled test hole in bottom. Found to be drilling in small mica . Drilled 1 round in heading. Pegmatite shows a few flecks of small mica.
7-26 Mucked out and drilled 4 rounds, shot.

7-29 Mucked, Drilled and shot. Slate seems to be dropping down. Looks more favorable for mica.
7-30 Drilled shot and mucked.
7-31 Drilled 2-7 feet holes in bottom, plenty of pegmatite. Drilled, shot and mucked.

EXTRA COPY
DMEA
RECEIVED AUG 12 1957

DATE	INITIALS	CODE

OFFICIAL FILE COPY
DMEA
RECEIVED AUG 5 1957

DATE	INITIALS	CODE
8/5	COM	100
8/6	Hmk	

INTERIM REPORT

DMEA-4055, Idm-E925 (mica) LEANING LOCUST MINE

Operator: Joe C. Vance, Plumtree, North Carolina

Location: About 4,000 feet N50°W of Plumtree, Avery Co., N. C.

Stage III - Amended Contract

Drifting continues on this contract and totals 39 feet, an advance of 20.5 feet during the Interim. Twenty feet have been driven S56°E, and the remaining 19 feet have been driven S20°E. All of the work including drift rehabilitation has been conducted in petmatite, with the exception of the last 6 feet of the S56°E drift section which required partial work in biotite gneiss due to local changes in the strike of the body. The hanging wall contact now strikes due north, dips 55°E and is the only contact visible at present; drift work during the Interim has been conducted in pegmatite adjacent to this contact. Material encountered is predominantly feldspathic containing scattered quartz and small, ruled muscovite in a zone 8 inches to 2 feet thick flanking the contact. No commercial production has resulted from work completed to date.

The operator was advised to incline the drift as necessary to keep the drift section in pegmatite. Progress on this contract is satisfactory.

L. E. Shirley

L. E. Shirley and S. A. Feitler, Mining Engineers
U. S. Bureau of Mines

F. G. Lesure, Geologist
U. S. Geological Survey

Dateinspected:
July 22, 1957

OFFICIAL FILE COPY
DMEA
RECEIVED JUL 22 1957

DATE	INITIALS	CODE
23	A	60

INTERIM REPORT

DMEA-4055, Idm-E925 (mica) LEANING LOCUST MINE

Operator: Joe C. Vance, Plumtree, North Carolina

Location: About 4000 feet N50°W of Plumtree, Avery Co., N. C.

Stage III, Amended Contract

Drifting is underway on this contract, after completion of 27 feet of rehabilitated adit, and advance in new ground totals 18.5 feet. The drift advance has followed feldspathic pegmatite containing lenses of rich mica-quartz material occurring at indefinite intervals in the drift. The advance has been made in a S56°E direction; instructions were given for turning the drift and inclining to a greater degree if necessary to remain in contact with the pegmatite. No commercial production has resulted from drift work completed to date. Timber work recommended at the time of the last visit has been completed. Recent progress on this contract is satisfactory.

L. E. Shirley

L. E. Shirley and S. A. Feitler,
Mining Engineers
U. S. Bureau ofMines

S. C. Bergman

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

Date inspected:

July 8, 1957

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

Budget Bureau No. 42-R1036.5

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

PAID ON VOUCHER & SCHEDULE OF PAYMENTS K- 2

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of June, 1957 Docket No. DMEA 4055 Contract No. Idm-E 925

Operator's Name Joe C. Vance Minerals Mica

Address Plumtree, N. C.

Contract Amount, $3,657.00 Government Participation: 75 % Amount, $ 2,743.25

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
~~Bulldozing~~ Portal Prep.	119.42	-0-	119.42			
Crosscutting						
Drifting	416.76	-0-	416.76			
Bulldoz. Road	65.25	-0-	65.25			
(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	601.43	-0-	601.43	601.43	-	601.43

RECEIVED JUL 5 1957 D.M.E.A.

RECEIVED JUL 15 1957 D.M.E.A.

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

Date 7-1-57 *Payee Joe C. Vance

Per Joe C. Vance 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:

$ 451.07

Signature Helen R. Meier
(Authorized Certifying Officer)

Date JUL 12 1957 Vou. No. 3

(See other side)

2 150.36

(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-925 in accordance with the terms of the contract.

Signature S. C. Bergman Title GEOLOGIST, U. S. G. S. Date JUL 2 1957

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lawrence Title EXECUTIVE OFFICER DMEA FIELD TEAM ~~REGION V~~ Date JUL 2 1957

MONTHLY REPORT OF OPERATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.1
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of June 1957 Docket No. DMEA 4055 Contract No. Idr-E 925
Operator's Name Joe C. Vance Minerals Mica
Address Plumtree, N. C.

OPERATION	Unit	Costs This Month	Units This Month	Costs to Date	Units to Date	Unit Costs to Date	Authorized by Contract: Units	Authorized by Contract: Unit Costs
Drifting	12	436.76	12	436.76	12	36.73		
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Road and Trail Bulldoz	1	65.25	1	65.25	1	65.25		
Portal Preparation	1	119.42	1	119.42	1	119.42		
Total Distributed Costs		601.43		601.43				Total Costs Authorized by Contract
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
Total Costs		601.43		601.43				

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 7-1-57 Operator Joe C. Vance

Per Joe C. Vance Title Operator

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

Remarks:

(Instructions on reverse)

(For Government use only)

R. G. Bergman
GEOLOGIST, U. S. G. S.

JUL 2 1957

RECEIVED JUL 5 1957 D.M.E.A.

RECEIVED JUL 15 1957 D.M.E.A.

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 83-38475

Leaning Locust Mine
Joe C. Vance, Operator

DMEA No. 4055 Mica Contract # Ida-E 925

Began work on the above contract on June 5, 1957.

6-5 Had a Bulldozer doze the access road and clear off dump site.

6-6 Moved in Air Compressor, tool house, powder magazine, and exploder magazine. Gathered in supplies and connected up pipes and machinery.

6-7 Began enlarging the existing drift to the size of 5' x 7' by drilling up the bottom.

6-10-11-12-13-14, Drilled, shot and mucked out and timbered the 27 feet of existing drift to meet the 5' x 7' foot tunnel required before starting stage III. Finished up the "Portal Preparation" on the 14th.

6-17 Due to the fact that I had to find a new man to drill, didnot accomplish any work the week of the 17th.

6-24 Started drilling on the 100 foot drift. Drilled, shot and mucked.

6-25 Visited by the field team. Drilled, shot and mucked.

6-26 Drilled, shot and mucked. Pegmatite changed in appearance and contained small flakes of mica.

6-27 and 28. Drilled, shot and mucked.

EXTRA COPY
DMEA
RECEIVED JUL 5 1957

DATE	INITIALS	CODE
7/6		

RECEIVED
JUL 2 - 1957
Moscow, Idaho

OFFICIAL FILE COPY
DMEA
RECEIVED JUL 5 1957

DATE	INITIALS	CODE
7/5	C	220
	Copy	100
7/9	Hook	
N. C.		

INTERIM REPORT

DMEA-4055, Idm-B-925 Leaning Locust Mine
(mica)

Operator: Joe C. Vance, Plumbree, North Carolina

Location: About 4000 feet N50°W of Plumtree, Avery Co., N. C.

Stage III - Amended Contract

The starting date on this contract is June 11, 1957. Access road construction consisting of the removal of 225 cubic yards of material has been completed. Portal preparation, clearing dump site and drift enlargement has been completed and required the removal of 60 cubic yards of material. Suggestions were made for improving the safety of the portal by retimbering. Drifting has begun; a burnt out has been pulled in the face and surrounding holes for a 5' x 7' round have been drilled out. Instructions were given for driving the drift from the present face.

Equipment at the site consists of a 105 c.f.m. air compressor with necessary drilling attachments, jackleg and essential handtools. A toolhouse, powder magazine and exploder magazine used on a previous contract have been moved to this site and are now in use. Progress on this contract is satisfactory.

Messrs. F. Gervosio and J. Pilac, I.C.A. participants from the Phillipines, accompanied the Field Examiners on this visit to the mine.

Inspected: June 25, 1957

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

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1315 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

June 10, 1957

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 12 1957

DATE	INITIALS	CODE
6/12	C	220
6/13	B	215
6/17	Hunt	600

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA - Acting Executive Officer, Region V

Subject: Signed Contract - Idm-E925, DMEA-4055(Amended)-mica
Joe C. Vance, Plumtree, N.C.

Transmitted are three signed copies of the subject contract. The usual disposition of the other copies has been made.

V. J. Lynch

V. J. Lynch

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

OFFICIAL FILE COPY
D M E A
RECEIVED MAY 22 1957

DATE	INITIALS	CODE
5/22	JWS	220
5/22	H	600

May 20, 1957

Memorandum

To: Finance Officer, DMEA - Region V -

From: Acting Executive Officer, DMEA Region V-Knoxville

Subject: Royalty Payment - DMEA-4055, Idm-E925-mica
Joe C. Vance, Plumtree, N.C.
Leaning Locust Mine, Avery County, N.C.

Transmitted is a check in the amount of $2.70 for estimated royalty on mica from the subject mine.

Attached are letters of explanation.

V. J. Lynch

ZM.
cc
Lynch
Mittendorf
Shirley
Files

Mitchenden of

RECEIVED
MAY 20 1957
Knoxville, Tenn.

OFFICIAL FILE COPY
DMEA
RECEIVED MAY 22 1957

DATE	INITIALS	CODE

Plantation, N.C.
May 18th 1957

RE-DMEA 4055 ~~4559~~
Fudway Point Hen
County Co

Mr. Lynch,
Dear Sir,

I received your bill, you say we would be the new contract on the above mine.

I am writing simply to check the #2 Co. there is 5% of $54.00 on the 200 lbs of black mica received under the original contract. This mica has not been sold yet, I do not have enough to make a sale, as the pipe will not bring from than 1000 lbs of black mica.

This is the way I intended to sell my mica @ $54.00 per ton.

I hope that this meets with your approval and that you will be in a position to send me the new contract.

Thank you very much

Yours Truly

Geo C. Lance

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
4/29	Houk	600
4-29	Chambers	800
5/10	Selfridge	130
"	[illegible]	110
"	Rittenhouse	100
5/13	C	220
		225

600

MAY 13 1957

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

Re: Docket No. DMEA-4055-Mica
Joe C. Vance
Leaning Locust Mine
Avery County, North Carolina
Contract No. Idm-E925

Dear Mr. Laurence:

Enclosed are the original and five copies of a proposed short-form amended contract signed by the Administrator for the Government. It consists of the form, Annex I (1 page), Consent to Lien and Subordination Agreement, Annex II (2 pages), Exhibit A (2 pages), and a map of Leaning Locust No. 2. Also enclosed are two extra copies of Annex I, Annex II, Exhibit A and the map for Field Team use.

Please note that application number DMEA-4542 is being withdrawn and Contract No. Idm-E925, DMEA-4055, is being amended to include Government participation under DMEA-3212, Contract No. Idm-E658.

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

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

Copies of memoranda dated January 29 and 31, 1957, by Mr. N. E. Nelson, USGS, and Mr. W. F. Dietrich, USBM, respectively, relating to the project are enclosed.

Sincerely yours,

George C. Selfridge
(By eg)
Chairman, Operating Committee

Approved:
F. F. Yopes
(By eg)
Member, Bureau of Mines
Thor H. Kiilsgaard
(By eg)
Member, Geological Survey
Enclosures 12

LGHouk:gad 4/29/57
Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

P.S. Reference is made to your letter of November 16, 1956, to Mr. Joe C. Vance on royalty which may be due on 200 lbs. of run-of-mine mica. Settlement of the royalty account must be made before this proposed amended contract is executed.

D.S.

8623

	Costs	Paid
E658, Wmba - 3219 Stage I & II	฿ 50[illegible].00	฿ 3,780.00
E925, Wmba - 4055 Stage I (bulldozing) only completed	205.00	153.75
	฿ 5245.00	฿ 3933.75

Royalty due on DMEA 4055 —
should be collected before this
proposed contract is executed.

Any royalty

Reference to your letter of Nov 16, 1956 to
Joe Williams on royalty which may
be due on sale of new process device.
Settlement of the royalty account must
be made before this proposed amended
contract and supplemental

Government's copy

MF-200A
(Rev. April 1956)

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

DMEA No.	*Commodity*	*Contract No.*	*County*	*State*
4055	Mica	*Idm–E* 925	Avery	North Carolina

It is agreed ....., between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and JOE C. VANCE

whose mailing address is Plumtree, North Carolina

hereinafter called the "Operator," as follows:

ARTICLE 1. *Authority and project.*—(a) 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 Annex I (land description), Exhibit A (work and costs), and the maps and documents listed therein. The project work is a search for indicated or undeveloped deposits of the commodity designated above. The Operator shall begin the work on or before ....., and, subject to the provisions of Article 7 and Exhibit A, shall complete the work within four months from the date of the contract. **See Annex II.**

(b) The description of the work and the fixed cost for each unit of work to be performed (per foot of drilling, per foot of drifting, per hour of operations, etc.) are hereby agreed upon as specified in Exhibit A. The estimated total cost of the project work is ~~$8,852.00~~ 8,902.00. The Government will contribute 75 percent of the fixed unit cost of the work performed, not exceeding ~~$6,639.00~~ 6677.00, in accordance with the provisions of Articles 4 and 5.

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

ARTICLE 2. *Operator's property rights.*—(a) The Operator represents and undertakes that Annex I correctly describes the land which is the subject of this contract and the nature of the Operator's rights of property and possession therein (whether as owner, lessee, or otherwise), and that such right, title, or interest is subject only to the following claims, liens, or encumbrances: Royalty as set forth in the lease.

(b) 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 and Subordination Agreement attached.

(c) 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. 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. Two copies of such instrument shall be furnished to the Government. If the Government's rights to royalty as provided in Article 6 have been terminated, the provisions of this paragraph (c) shall become inapplicable.

ARTICLE 3. *Performance of the work.*—(a) Operator's responsibility.—The work shall be performed diligently, efficiently, expertly, in a workmanlike manner, and in accordance with good mining standards and State regulations governing health, safety, and liability insurance covering employment. The Operator shall provide suitable and adequate equipment, facilities, materials, supplies, and labor to complete the work, as specified in Article 1 (a).

(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 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 4. *Contribution by the Government.*—The Government will make its contribution on the basis of the monthly vouchers referred to in Article 5 (b); but all payments by the Government are provisional only, subject to audit, and until the account between the Operator and the Government is finally audited and settled and the Operator's final report has been rendered, the Government may withhold such sums as it sees fit but not in excess of 10 percent of the estimated total cost of the work. 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 will not contribute to the cost of any work performed prior to the date of this contract. The Government may make payments for the account of the Operator directly to independent contractors and suppliers rather than to the Operator.

ARTICLE 5. *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 all pertinent books, documents, papers, and records of the Operator.

(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 6. *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 the Operator has rendered a sufficient final report (see Article 5), may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development. **See Annex II.**

(b) *Royalty on production.*—The Operator, as principal if the Operator is the producer or as surety if the Operator is not the producer (for example, if the Operator either transfers or fails to retain his interest in the land), shall pay to the Government a royalty on all minerals mined or produced from the land, as follows: [redacted] **See Annex II**

(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, 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, but excluding fabricating or manufacturing) applied to the crude ore or other production after it is extracted from the ground to put it into a commercially marketable form.

(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 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 7. *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 Government may also avail itself of any other remedy the law may provide for breach of contract, including the right to rescind the contract and to demand repayment of all moneys contributed by the Government under the contract.

(c) The giving of any notice by the Government under the provisions of this Article 7 shall not affect the Government's rights as provided for in the contract with respect to a percentage royalty, and liens to secure the payment thereof, and such rights shall be fully preserved.

ARTICLE 8. *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 the mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 9. *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 10. *Changes and added provisions.*—

See Annex II which is attached hereto and made a part hereof.

AMENDED EXPLORATION PROJECT CONTRACT
JOE C. VANCE
DOCKET NO. DMEA-4055

EXHIBIT A

Description of the Work

1. All work specified and authorized in Contract No. Idm-E658 (Docket No. DMEA-3212) and in the Prior Contract has been completed and constitutes Stages I and II. All work described in this Amended Contract constitutes Stage III.

2. The Operator shall perform the following work as Stage III of this Amended Contract:

STAGE III

At a location about 120 feet N. 80 E. of the Leaning Locust Prospect No. 1, and N. 60 E. 350 feet to the Poplar corner described in the lease, the following additional work shall be performed in the area indicated on the map entitled "Leaning Locust No. 2, Avery County, North Carolina, DMEA-4055 (Mica)," attached hereto and made a part hereof:

(a) Construct 300 linear feet of access road.

(b) Portal preparation.

(c) Drive an ~~inclined~~ ~~5 feet by 7 feet~~ 5 - by 7 - foot inclined drift (timbered where necessary) on the pegmatite or in as close proximity as possible for a distance not to exceed 100 feet. The location, inclination, direction, and extent of all the work are subject to the approval of the Government.

Fixed Unit Costs

Total Cost of Stage I and Stage II (already paid)?	~~$5,193.75~~ 5,245.00

Stage III

Construction access road - 225 cubic yards @ $0.29/cu. yd.	$ 65.25
Portal preparation, enlarging drift to 5 feet by 7 feet and clearing dump site, approximately 60 cubic yards.	~~120.00~~ 119.42
Driving 100 feet of inclined drift @ $34.73/ft.	3,473.00

the sum of $3,780.00 contributed for the Stage I work already completed and ~~the work completed under Stage II~~, plus all sums contributed by the Government under the Amended Contract) is fully repaid, whichever occurs first.

153.25

5. The Operator releases and agrees to save the Government harmless from all claims and demands arising out of Contract No. Idm-E658 (Docket No. DMEA-3212) and the Prior Contract.

Total Estimated Cost of Stage III		3657.67 ~~$3,658.25~~

S U M M A R Y

Stage I and Stage II

Actual Cost (already paid)	5,245.00 ~~$5,193.75~~	
Government Contribution @ 75% (already paid)		3 933.75 ~~$3,895.31~~

Stage III

Estimated Total Cost	3657.67 3,658.~~25~~	
Government Contribution @ 75%		2,743.~~69~~ 25
Estimated Total Cost of Project	8902.67 ~~$8,852.00~~	
Estimated Total Government Contribution @ 75%		6677.00 ~~$6,663.00~~

Driving 100 feet of inclined drift @ $34.73/ft.	$3,473.00	
Total Estimated Cost of Stage III		$3,657.67

SUMMARY

Stage I and Stage II		
Actual Cost (already paid)	$5,245.00	
Government Contribution @ 75% (already paid)		$3,933.75
Stage III		
Estimated Total Cost	3,657.67	
Government Contribution @ 75%		2,743.25
Estimated Total Cost of Project	$8,902.67	
Estimated Total Government Contribution @ 75% (rounded)		$6,677.00

April 29, 1957

Memorandum

To: Mr. Allen S. Dakan, Chief, Operations Control and Statistics Division

From: L. G. Houk, Chief, Nonmetallic Minerals Division 4055

Subject: Cancellation of application number - Docket No. DMEA-4542-Mica
Joe C. Vance
Leaning Locust Mine
Avery County, North Carolina

The subject application number is considered cancelled and the docket contents may be consolidated with Docket No. DMEA-4055, Contract No. Idm-E925.

LGHouk:gad 4/29/57
Copy to: Admr. R. File
Mr. Houk

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

OFFICIAL FILE COPY
DMEA
RECEIVED APR 10 1957

DATE	INITIALS	CODE
4-10	C	220
		600

April 8, 1957

Memorandum

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

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

Subject: DMEA-4542 (Mica), Joe C. Vance, Plumtree, N. C.
Leaning Locust Mine, Avery County, N. C.

Enclosed is a copy of a letter from the Applicant, stating that the Doublehead workings (DMEA-3212) are within the lease area of the subject application, and expressing a willingness to assume the total obligation of the previous DMEA contracts on this area.

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

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

RAL/as
cc
Opr. Com. 2
Lynch
Shirley
Files

OFFICIAL FILE COPY
DMEA
RECEIVED APR 10 1957

DATE	INITIALS	CODE

Plumtree, N. C.
April 5, 1957

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

Re: DMEA-4542 (Mica)
Joe C. Vance, Plumtree, N.C.
Leaning Locust Mine
Avery County, N. C.

Dear Mr. Laurence:

In reply to your letter of March 27.

The lease on the Leaning Locust Mine is recorded in the office of Register of Deeds of Avery County, N. C. in Book # 53 at Page 264.

Also, a survey of this lease shows that it does cover the Double-head workings of DMEA-3212. Therefore; if it is necessary that I assume the total obligation of the previous DMEA contracts in case a discovery is certified, I will do so.

I hope the above information will expedite processing of the contract so that I can get started on the work at once.

Thank you very much for your prompt attention to this.

Yours very truly

Joe C. Vance

RECEIVED
APR 8 - 1957
Geologic Division
Knoxville, Tenn.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

ROOM 13 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

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DMEA
RECEIVED MAR 29 1957

DATE	INITIALS	CODE
3/29	C	220
3/29	WTR	600

March 27, 1957

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: DMEA-4542-Mica. Joe C. Vance, Plumtree, N.C.
Leaning Locust Mine, Avery County, N.C.

Reference is made to your letter of March 25.

Evidently your letter and our memo of the same date crossed in the mail. Our memo provided the data requested in items 1 and 3 of your letter. For item 2, we will have to await a reply to our letter of March 25 to Mr. Vance, and a supplementary letter mailed to him today.

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

V. J. Lynch
V. J. LYNCH
MEMBER, BUREAU OF MINES

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 313 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

OFFICIAL FILE COPY
DMEA
RECEIVED MAR 29 1957

DATE	INITIALS	CODE
3/29	C	220
3/29	[illegible]	600

March 27, 1957

Mr. Joe C. Vance

Plumtree, North Carolina

Re: DMEA-45~~12 (misc.)~~
Joe C. Vance, Plumtree, N.C.
Leaning Locust Mine,
Avery County, N. C.

Dear Mr. Vance:

Please refer to my letter of March 25.

If a contract for work at the Leaning Locust Mine is approved, it will be prepared as an amendment to the earlier contract, Idm-E925 (DMEA-4055). It will then be necessary that you assume the obligation for repayment of $3,933.75 spent on the two previous DMEA projects on this land. This amount will be added to the amount provided in the Amendment, and the total will be subject to repayment if the project is certified as a discovery.

If your survey shows that the Doublehead workings (DMEA-3212) are actually outside the 16.7 acre tract, then only the amount previously spent at the Leaning Locust, or $153.75, will be added to the amount of the new work.

Your prompt attention to this will expedite further processing of this application.

Sincerely yours,

Robert A. Laurence
Executive Officer, DMEA
Region V

RAL/zm
cc
Opr. Com.-3
Lynch
Shirley
Files

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

OFFICIAL FILE COPY
DMEA
RECEIVED MAR 27 1957

DATE	INITIALS	CODE
3/27	C	220
		600

March 25, 1957

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: DMEA 4542 (Mica) Joe C. Vance, Plumtree, N. C.
Leaning Locust Mine, Avery County, N. C.

Reference is made to your letter of January 30. Reply has been delayed because it has taken a long time to get the desired information from the Applicant.

Enclosed herewith is a copy of the lease and a copy of a letter from Mrs. Buena A. Vance, representing the W. W. Avery heirs. The book and page recording are not given.

We are unable to answer the question as to whether the project areas of DMEA 3212 falls within this lease without a precise survey, which the Applicant has not yet submitted. The lease areas of DMEA 4055 and 4542 are identical. The enclosed sketch shows approximately the boundaries of the leases and the location of the workings. We do not think for a minute that this sketch is more than 50% correct but it is the best we can do from the information on hand.

We are writing to the Operator again requesting more information.

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

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

RAL/as
cc
Opr. Com. 2
Lynch
Shirley
Files

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 151 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

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DMEA
RECEIVED MAR 27 1957

DATE	INITIALS	CODE
3/27	C	220
3/29	WRR	600

March 25, 1957

Mr. Joe G. Vance
Plumtree, N. C.

Re: DMEA 4542 (Mica)
Leaning Locust Mine
Avery County, N. C.

Dear Mr. Vance:

This morning we received a letter from Buena A. Vance, agent for the W. W. Avery Heirs, and a copy of the lease covering the subject tract. This contains part of the information we need, but it is still inadequate for preparation of a contract.

Please submit the following:

1. Book and page of recording of the deed for the entire W. W. Avery Heirs tract.

2. A survey, showing the boundaries of all three leases (DMEA-3212, DMEA-4055, DMEA-4542) and the locations of the DMEA work done previously at the Doublehead and Leaning Locust Mines. It is imperative to determine precisely whether or not the Doublehead workings of DMEA-3212 are within the 16.7 acre tract of the present application.

Sincerely yours,

Robert A. Laurence
Executive Officer, DMEA
Region V

RAL/as
cc
Opr. Com. 3
Lynch
Shirley
Files

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

MAR 25 '57

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

Re: Docket No. DMEA-4542-Mica
Joe C. Vance
Leaning Locust Mine
Avery County, North Carolina

Dear Mr. Laurence:

Reference is made to our letter of January 30, 1957, requesting certain information concerning the subject application.

We stated that if the contract areas of DMEA-4055 and DMEA-3212 are within the 16.7 acre tract described in the subject application, we will amend DMEA-4055, Contract No. Idm-E925. In order to proceed with this amendment we would appreciate having the following information:

1. Since we have no lease with DMEA-4542 application, we should have a statement by Buena A. Vance, Agent for the W. W. Avery Heirs, to the effect that the lease with DMEA-4055 is in good standing.
2. Assurance by Joe C. Vance to assume the obligation for repayment of $3,933.75 spent on the two previous DMEA projects on this land.
3. The book and page of recording and the total acreage held by the W. W. Avery Heirs adjoining the leased area.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

Frank D. Lamb
Member, Bureau of Mines

Thor H. Kiilsgaard
Member, Geological Survey

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

WCAnderson:gad 3/18/57

Plumtree, N. C.
March 22, 1957

DMEA
MAR 28 1957
DATE | INITIALS | CODE

Mr. Robert A. Lawrence
Executive Officer
D. M. E. A. Region V
Knoxville, Tennessee

Re: Leaning Locust Mine

Dear Mr. Lawrence:

I am writing you in regard to the lease on the Leaning Locust Mine from the W. W. Avery heirs to Joe C. Vance.

The lease is still in effect and in good standing. I am attaching a copy of it to this letter.

The boundry of land containing the plot on which the lease is drawn consists of 360 acres. This 360 acre boundry of land joins or lies close to other lands owned by our family.

We are very glad to cooperate with the lessee in getting some exploration work done and will appreciate any aid you can give him.

You have the consents to lien signed by all members of the family on this mine.

Thank you for your favorable consideration on this contract for Joe C. Vance.

Yours very truly,

Buena A. Vance

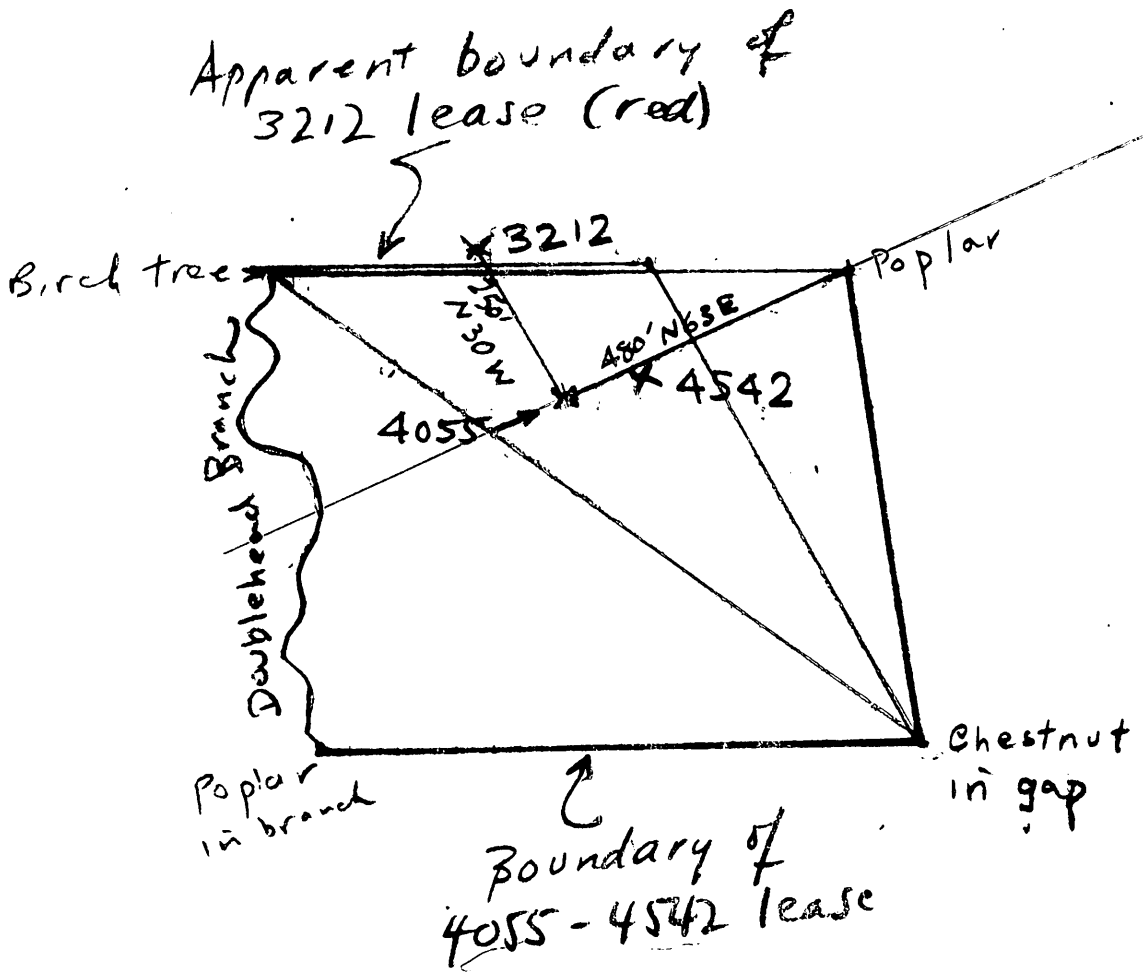
Buena A. Vance,
Agent for W. W. Avery Heirs

Enclosure

RECEIVED
MAR 25 1957
Geologic Division
Knoxville, Tenn.

OFFICIAL FILE COPY
DMEA
RECEIVED MAR 27 1957

DATE	INITIALS	CODE



DMEA 4542

1" = 30 ft

February 4, 1957

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

Re: Docket No. DMEA-4542-Mica
Joe C. Vance
Leaning Locust Mine
Avery County, North Carolina

Mr. Houk: On the Joe Vance, Leaning Locust Mine, did you get that letter?

Mr. Laurence: Yes. Bergman will talk with him today and explain to him that if he gets a contract he will be liable for all that was spent on the previous contracts.

Mr. Houk: If you are sold on it we will go along but we prefer to wait until they extend that line northeastward. We will write up a contract if they want to go ahead. Did you get our letter on the Arnold Young?

DEFENSE MINERALS ADMINISTRATION

97023

PRODUCTION EXPANSION DIVISION

PROCUREMENT APPLICATIONS

Name of Company and Address _____

Name of Mine and Location _____

Docket No. DMA - _____ Date received by P.E.D. _____

Metals or Minerals involved _____

Length of Contract (preproduction plus production) _____

Amount of Metals or Minerals in tons, units or pounds _____

Floor price or Guaranteed price and whether or not escalated _____

Maximum Government Commitment _____

Comments on Contract: _____

_____

_____

_____

_____

_____

Date sent to Legal Division _____

Date of Recommendation to D.P.A. for Certification _____

Date Certification sent to G.S.A. by D.P.A. _____

Date signed into Contract by G.S.A. _____

Additional Remarks: _____

_____

_____

_____

_____

NOTE: If application is denied, or if it is recommended for change into exploration, etc., please state under additional remarks.

Interior—Duplicating Section, Washington, D. C.

Signed _____

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

OFFICIAL FILE COPY
DMEA
RECEIVED JAN 31 1957

DATE	INITIALS	CODE
1-31	CW	220
2-26	WA	600

January 31, 1957

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA- 4542 (mica)

Applicant: Joe C. Vance

Name and Location of Property: Leaning Locust No. 2 Prospect, Avery Co., N. C.

Date of Field Team Report: 1/21/57

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 1/24/57

Field Team Recommendation: Recommend approval of a contract as outlined in Field Examiner's report.

Comments: 1. Recent adit work at this prospect has exposed two pegmatites, one of which appears worthy of a limited exploration program.

2. The lower of two pegmatites is of good mineralogic and textural environment for the occurrence of strategic muscovite.

3. Muscovite of a greenish-brown color occurs in books up to 6 inches across.

4. 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 recommendation of the field team for approval of a contract for the work outlined in the report of the field examiner.

W F Dietrich

W. F. Dietrich

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
1/30	Houk	600
1/30	Selfridge	130
"	Johnson	110
"	Chatterton	100
1/31	C	220

600

JAN 30 1957

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

Re: Docket No. DMEA-4542-Mica
Joe C. Vance
Leaning Locust Mine
Avery County, North Carolina

Dear Mr. Laurence:

Reference is made to the subject application and the relationship of the land area described in the Consent to Lien and Subordination Agreement with the contract areas in DMEA-4055 and DMEA-3212.

The applicant is the same in all three cases and it appears that all three projects are within the tract described in the lease in DMEA-4055 (identical description with the Consent to Lien and Subordination Agreement description submitted with DMEA-4542). We received no lease with the DMEA-4542 application, and are willing to accept the lease on DMEA-4055, providing we receive a statement by Buena A. Vance, Agent, for the W. W. Avery Heirs, to the effect that the lease is in good standing.

If all the projects are within the 16.7 acre tract described in the subject application then DMEA-4055, Contract No. Idm-E925, will be amended and Joe C. Vance will be required to assume the obligation for repayment of $3,933.75 spent on the two previous DMEA projects on this land.

Mr. Joe C. Vance should be requested to supply the book and page of recording and the total acreage held by the W. W. Avery Heirs adjoining the leased area.

Sincerely yours,

Approved:

Frank D. Lamb (JHB)
Member, Bureau of Mines

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

George C. Selfridge
Chairman, Operating Committee (JHB)

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

LGHouk:gad 1/29/57

8623

IN REPLY REFER TO:

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

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DMEA
RECEIVED JAN 31 1957

DATE	INITIALS	CODE
1/31	C	220
2/26	ara	600

January 29, 1957

Re: DMEA 4542
Joe Vance
Leaning Locust No. 2
Prospect
Avery Co., N. C.
$3,661.00 - 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 applicant requested assistance in exploring a pegmatite within about 100 feet of the location of work done, DMEA 4055 Idm-E925, on another pegmatite. The work approved by contract E 925 was not completed due to a slide.

A curved pegmatite on which work is now recommended has been explored by a 27 foot adit-incline. A 25 pound block of mica was, reportedly, recovered from the incline. No other production appears to have been made. Despite the apparent lack of significant production from the work already done the examiners and Field Team recommend that the adit-incline be deepened 100 feet. The recommendation is based on the quality of the mica recovered, the mineralogy and environment of the pegmatite.

A staged work program may be warranted, Stage I to include the preparatory work and perhaps 25 feet of new adit-incline. If the pegmatite shows a mica-bearing potential greater than that exhibited to date, the recommended work should follow.

N. E. Nelson

N. E. Nelson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D. C.~~
Room 13, Post Office Building
Knoxville 2, Tennessee

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DMEA
RECEIVED JAN 23 1957

DATE	INITIALS	CODE
1-23	C	220
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1-25	cw	220
		[redacted]
2-26	DWA	600

January 21, 1957

Memorandum

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

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

Subject: Field Examination Report, DMEA-4542 - Mica
Joe Vance, Plumtree, North Carolina
Leaning Locust No. 2 Prospect, Avery County, N. C.

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

It should be noted that the two pegmatites described in this report are entirely separate from the one which was partially explored under the previous contract, DMEA-4055.

Tie-in to the property corner, as indicated on the map of the earlier contract, shows that there is adequate area in the lease for the proposed work.

We recommend approval of a contract for the work outlined in the report.

Robert A. Laurence
Robert A. Laurence
Executive Officer

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

Enclosures 13

Reviewed by
DMEA OPERATING COMMITTEE
1-25-57
(date)

on-site exam Rpt

OFFICIAL FILE COPY
DMEA
RECEIVED JAN 23 1957

DATE	INITIALS	CODE
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UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REGION V

FIELD EXAMINATION REPORT

ON

DMEA-4542,(mica) LEANING LOCUST NO.2 PROSPECT
Avery County, North Carolina

By

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

and

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

Reviewed by
DMEA OPERATING COMMITTEE
1-25-57
(date)

January 21, 1957

OFFICIAL FILE COPY
DMEA
RECEIVED JAN 23 1957

DATE	INITIALS	CODE
		130
		220

FIELD EXAMINATION REPORT

On

DMEA-4542 (mica) LEANING LOCUST NO.2
Avery County, North Carolina

Applicant: Joe C. Vance, Plumtree, North Carolina

Summary

Two shallow adits have been driven recently into the southeast wall of a large bulldozer and rock excavation on two separate flat-dipping and parallel pegmatites, superimposed on top of each other in the cut wall. The upper pegmatite is a feldspathic mica and quartz-deficient body not worthy of any further exploration. The lower structure is a pegmatite of good mineralogic and textural environment for the occurence of strategic muscovite, and does contain some good quality green muscovite. An inclined adit-drift is recommended to explore the downdip extensions of the lower pegmatite.

Introduction

Location:

The prospect is located in the old Doublehead Mine area approximately 100 feet northeast of the previous Leaning Locust contract site (DMEA-4055). It is on the northeast side of Doublehead Creek about 4,000 feet N 50° W of Plumtree, Avery County, North Carolina (Carvers Gap, N. C._Tenn. Quad. 1927, 1:24,000).

Examination:

The property was examined December 12, 1956, over a period of two hours. The examiners were accompanied by Messrs. Joe and Ira Vance.

A northeast-southwest trending bulldozer and rock excavation has been made by the applicant on the fairly steep wooded south slope of Doublehead Mountain. It is part of a larger series of excavations, adits, and shafts extending along the slope of the mountain for possibly 1,000 feet. Two low-dipping pegmatites are exposed in the southeast wall of the immediate excavation. A 12-foot deep adit has been driven in the upper pegmatite and a 27-foot deep inclined adit driven S 80° E

Reviewed by
DMEA OPERATING COMMITTEE
1-25-57
(date)

in the lower pegmatite which is about 10 feet "stratigraphically" below the upper pegmatite. A program is recommended which would rehabilitate the existing lower inclined adit and drive an additional 100 feet of inclined adit-drift. The applicant has had previous association with DMEA contracts and has always operated satisfactorily.

Geology

As designated on the report map, Adit No.1, has been driven in a barren feldspathic pegmatite of unknown thickness. It strikes roughly north-south and dips gently into the hill. Two apophyses of pegmatite occur over the lower incline which represents the southern termination of the upper structure. Composition of the upper pegmatite is predominently buff to pinkish perthite with very minor disseminated quartz and plagioclase. No muscovite was noted in this structure. The lower pegmatite outcrops over a strikelength of about 12 feet and is an arcuate 5 to 6 feet thick structure which has an attitude of north 25° E to N 30° W, 15° NE to 73° W 35° SW.

Adit No.2, has been driven 27 feet into this exposure in a S 80° E direction and entirely in pegmatite. The structure is concordantly implaced in a quartz-biotite gneiss and interlayered biotite-muscovite gneiss. There is a thin contact zone of biotite-schist. Pegmatite in the lower exposure is composed of a coarsely crystalline mixture of oligoclase, perthite, and quartz, with considerable small green muscovite and minor sericite biotite.

Muscovite is a greenish-brown color and is found in books up to 6 inches across. It is generally flat, but has minor bending, ruling, and a minor amount of fine mineral intergrowth either biotite and/or iron exides. A 25 pound block has reportely been recovered from adit no.2. No sales of muscovite have been made to date from this exposure.

The configuration of the hanging wall contact indicates a gently southeasterly plunging anticlinal roll on which the proposed drifting should follow as far as possible.

Conclusions and Recommendations

Recent adit work at this prospect has exposed two pegmatites, one of which appears worthy of a limited exploration program. The Field Examiners are of the opinion that the quality of the mica and mineralogy justifies the following program:

Construction of an access road; preparation of the existing adit and portal to dump area; and driving 100 feet of inclined drift in pegmatite.

Access Road - 300 feet long by 10 feet wide by 2 feet deep - 225 cu. yds @ .30¢/cu.yd .... ~~$68.00~~ $65.25
29

Preparation - including enlargement of present drift to 5' x 7' and widening trench from portal to dumping area by hand methods: 60' x 5' x 5' = 60 cu.yds @ $2/cu.yd.... $120.00

Drive 100 feet inclined drift, 5' x 7' in cross section and timbered where necessary (50 shifts)

Labor:

1 - Foreman-Miner @ $1.75/hr.	$700.00
1 - Hoistman @ $1.50/hr	600.00
1 - Laborer @ $1.00/hr,	400.00

Equipment(rental)

Compressor, air- 105 c.f.m @ $150/Mo.	375.00
Air rock drill w/hose @ $40/Mo.	100.00
Sump Pump @ $40/Mo	100.00
Jack Leg @ $25/Mo.	63.00
Air blower @ $35/Mo.	75.00

Supplies:

Gasoline and oil	175.00
Explosives	275.00
Drill steel	150.00
Small tools, & Pipe, etc.	115.00
Timber, 2000 b.f. @ $65/M	130.00
Sales Tax	25.00
Liability & Social Security	190.00

Estimated cost of drifting.....$3473.00

Total estimated cost of project..... ~~$3661.00~~ $3658.25

January 21, 1957

S. C. Bergman & A. R. Taylor, Geologists
USGS

L. E. Shirley, Mining Engineer
USBM

z

Docket Copy
Surname:
Hopkins
Houk
Kiilsgaard
Lamb.
Selfridge
Fitzsimmons

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

H

NOV 28 1956

Mr. Joe C. Vance

Plumtree, North Carolina

Re: Docket No. DMEA-4542-Mica
Joe C. Vance
Leaning Locust Mine
Avery County, North Carolina

Dear Mr. Vance:

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

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

Sincerely yours,

C. O. Mittenbergs

Administrator

JHopkins:gad 11/27/56
Copy to: Admr. R. File
Docket
Field Team, Region V
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

R.C.L.

Docket Copy
Surname:
Hopkins
Houk
Selfridge
Hyman

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

NOV 28 1956

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

Re: Docket No. DMEA-4542-Mica
Joe C. Vance
Leaning Locust Mine
Avery 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 dated November 19 and 21, 1956, by Mr. N. E. Nelson, USGS, and Mr. W. F. Dietrich, USBM, respectively, relating to the project are enclosed.

If a contract is recommended, please request the applicant to furnish a copy of his lease.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (JHB)

Approved:

Frank D. Lamb (JHB)
Member, Bureau of Mines

Thor H. Kiilsgaard (JHB)
Member, Geological Survey

Enclosures 4

JHopkins:gad 11/27/56
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

R.C.L.

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

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

November 21, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA-4542 (mica)

Applicant: Joe C. Vance

Name and Location of Property: Leaning Locust Mine, Avery County, N. C.

Date Application Rec'd. by Br. of Ceramic & Fertilizer Materials: 11/16/56

Comments:

1. This prospect was approved for a 2-stage exploration program under DMEA-4055.

2. Contract was terminated after a landslide covered bulldozed trench.

3. Applicant has cleaned up debris from landslide and re-exposed pegmatite containing strategic mica.

4. On initial inspection field examiners noted books of mica up to 12 inches across and 1/2 inch thick.

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 NOV 23 1956 DMEA

November 19, 1956

Re: DMEA 4542
Joe C. Vance
Leaning Locust Mine
Avery County, North Carolina
$6,115.00 - Mica

Memorandum

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

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

Subject: Review of application.

The applicant requests assistance continuing the work started under Idm-E925 (DMEA 4055), a contract approving a 2-stage work program. Stage I work was completed after which a slide filled the pit, and, as it made it virtually impossible to do Stage II work, the contract was terminated.

The applicant has cleaned out the pit and wishes to resume where the work left off.

Another examination is warranted and recommended.

N. E. Nelson

N. E. Nelson

November 16, 1956

Mr. Joe C. Vance

Plumtree, North Carolina

Re: Docket No. DMEA-4055 - Mica
Leaning Locust Mine
Avery County, North Carolina
Contract No. Idm-E925

Dear Mr. Vance:

During the exploratory work done at the Leaning Locust Mine under the subject exploration contract, some 200 lbs. of fairly good quality block mica was recovered.

Under the terms of the contract (Article 7, b, 1), the Government is to receive a royalty of 5% on all mica produced between April 19, 1956 and November 26, 1956, or until the Government's contribution of $153.75 is repaid. This includes any mica which may have been produced from the property after the exploration contract was terminated.

Please send me your check, payable to the Defense Minerals Exploration Administration, for 5% of the value of all such mica, including scrap and punch, accompanied by certified copies of sales tickets, invoices or other documentary evidence of value, at your earliest convenience.

Very truly yours,

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

RAL/mg
cc - Operating Committee (3)
Lynch
Shirley
File

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

RECEIVED
NOV 16 1956
D.M.E.A.

November 14, 1956

Memorandum

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

From: Executive Officer, DMEA Field Team, Region V

Subject: Application from Joe C. Vance, Plumtree, North Carolina
Leaning Locust Mine, Avery County, North Carolina (Mica)

Enclosed are the original and two copies of the subject application, with six copies of the Consent to Lien. We are keeping the fourth copy for our use.

Item 3-d states that a copy of the lease is attached. No lease was found in the material received here. Probably it is the same lease that was submitted with DMEA-4055; therefore, I have not asked the applicant for it.

Item 4-a states that Stage II of DMEA-4055 was not authorized because the field men could not see the pegmatite. This is only partly true. Enough pegmatite was exposed, even after the slide, to infer its probable position, which indicated that only a very small area was available for exploration. Mr. Kiilsgaard was with us at that time, and is familiar with the situation and the reasons for termination.

Because Mr. Vance states that he has done more work at this prospect after termination of the contract, we will have to make a field examination before recommendations on the new proposal can be made.

Robert A. Laurence

Robert A. Laurence

Enclosures 10

Docket Copy
Surname:

Hopkins
Houk
Selfridge
H Johnson
Mottendorf

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 Bldg.
Knoxville 2, Tennessee

NOV 1 1956

Re: Docket No. DMEA-4055-Mica
Joe C. Vance
Leaning Locust Mine
Avery County, North Carolina

Dear Mr. Laurence:

Reference is made to the Operator's Final Report dated May 26, 1956, on the subject contract, in which it was stated about 200 pounds of mica had been recovered but had not yet been sold.

Before we can write the closing letter on this contract, due November 26, 1956, royalties due the Government must have been paid.

Please contact the Operator to remind him of his obligation to pay this royalty if the mica recovered during the project has been sold.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (HB)

Approved:

Frank D. Lamb (HB)
Member, Bureau of Mines

Thor H. Kiilsgaard (HB)
Member, Geological Survey

JHopkins:gad 11/9/56
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

CW

IN REPLY REFER TO:

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

RECEIVED
SEP 27 1956

September 26, 1956

Re: DMEA 4055 Idm E925
Joe C. Vance
Leaning Locust Prospect
Avery Co., N. C.
Approved $2,948.00
Expended 205.00
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 the expenditure of $2,948.00 on the exploration of a new pegmatite down slope from old mines. Large books of strategic mica were mentioned in the examination report as occurring in the newly stripped pegmatite. A landslide buried the sidehill cut and made further work costly and dangerous.

In the opinion of the examiners Stage II work is not warranted and it is recommended that no certification be made.

Perhaps the work is being 'stopped too soon'.

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

N. E. Nelson

N. E. Nelson

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

RECEIVED
SEP 20 1956

September 19, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA-4055 (mica)

Applicant: J. C. Vance

Name and Location of Property: Leaning Locust Mine, Avery County, N. C.

Contract Number: Idm-E 925

Date of Field Team Report: 8/31/56

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 9/6/56

Field Team Recommendation: Certification not recommended.

Comments:

Stage I was completed at a total cost of $205.00. Stage II, at a total cost of $2,405 was not authorized because of the small size of the target and excessive costs. No reserves were outlined in Stage I.

Recommendation:

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

W. F. Dietrich

W. F. Dietrich

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

RECEIVED
SEP - 4 1956

August 31, 1956

Memorandum

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

From: Executive Officer, DMEA Field Team, Region V

Subject: Final Report, DMEA-4055, Idm-E925 (mica)
Joe C. Vance, Plumtree, North Carolina
Leaning Locust Prospect, Avery County, North Carolina

Enclosed are the original and three copies of the subject final report.

Certification is not recommended.

Robert A. Laurence

Robert A. Laurence

Enclosures 4

Field Team Final Rpt

Reviewed by
DMEA OPERATING COMMITTEE
9-7-56
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

RECEIVED
SEP - 4 1956

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT

On

DMEA-4055, Idm-E925 (mica) LEANING LOCUST PROSPECT
Avery County, North Carolina

By

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

and

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

August 31, 1956

Reviewed by
DMEA OPERATING COMMITTEE
9-7-56
(date)

EXPLORATION PROJECT

FIELD TEAM FINAL REPORT, REGION V

RECEIVED
SEP - 4 1956

On

DMEA-4055, Idm-E925 (mica) LEANING LOCUST PROSPECT

Operator: Mr. Joe C. Vance, Plumtree, North Carolina

Location:

The prospect is on the northeast side of Doublehead Creek and on the south slope of Doublehead Mountain about 4,000 feet N. 50° W. of Plumtree, Avery County, North Carolina (Carvers Gap, N.C.-Tenn. Quadrangle, 1927, 1:24,000).

Introduction:

A 2-stage exploration contract was executed as of April 19, 1956. Stage I bulldozing was completed on May 4, 1956. Subsequent heavy rains in the area caused extensive landslides into the cut and completely covered the exposure to considerable depth. On examination, very little could be seen to justify Stage II. A dangerous overhanging cut bank would have to be removed at considerable expense and considerable slide material excavated from the cut bottom. In view of considerable additional preliminary expense and poor position of the target in relation to the hillslope, approval for Stage II was not granted. About $200.00 worth of additional bulldozing was done at the Operator's expense to improve the entry road and enlarge the cut. An estimated 800 cubic yards of material was removed in an effort to better expose the target pegmatite. About 200 pounds of fairly good quality block muscovite was recovered from the bulldozing. No buildings, magazines or other improvements were constructed under the contract. No reserves were outlined and no certification is recommended.

Geology:

A segment of mica-bearing pegmatite was exposed in northeast trending bulldozer cut by the Operator before the original examination. About 12 strike length feet of pegmatite at least 8 feet thick was uncovered. The structure has an attitude of N. 20° W. 35° SW and is concordant with a very fine grain biotite gneiss. Pegmatite consists of a coarse mixture of plagioclase, perthite, disseminated quartz, muscovite, with minor sericite and biotite. The muscovite is generally in large relatively thin books up to 12 inches across and 1/2 inch thick. It is brownish-green in color, mostly flat with minor bending and ruling. Occasional fine specks of iron oxides and/or biotite were observed in the mica.

Conclusions:

Stage II was not authorized because of the limited size of the target and the excessive costs in rehabilitating the slumped cut and dangerous cut bank. About 200 pounds of block muscovite were recovered from the bulldozing but no reserves were outlined and no certification is recommended.

Expenditures:

(a)	Total approved	$2948.00
(b)	Total cost of project	205.00
(c)	Government's share of cost	153.75
(d)	Government's share unexpended	2057.25
(e)	Value of production	130.00
(f)	Royalties paid to date	None

August 31, 1956

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

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

g

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

JUN 2 1956

Mr. Robert A. Laurence
Executive Officer
DMEA Field Team, Region V
Room 14, Post Office Building
Knoxville 2, Tennessee

Dear Mr. Laurence:

Enclosed are the original and two copies of Reports of Review covering the following completed or terminated Exploration Project Contracts:

Contract No.	Docket No.	Operator
Idm-F790	DMEA-3689	Zeb Angel, and his assignee, Carolina Mining Company
Idm-F852	DMEA-3825	Paul Freeman
Idm-F925	DMEA-4055	Joe C. Vance

If you concur with the facts stated therein, the original and one copy of each Report of Review should be forwarded to the Certifying Officer and one copy of each should be retained in your files. If, for any reason, a Report of Review does not have your concurrence please return all copies thereof to this Division.

Copies of Field Team reports received in this office have provided a means of verification for the work performed under unit costs provisions of the contracts.

Sincerely yours,

(Signed) J. L. Chambers

Jay L. Chambers, Chief
Contract Administration
and Audit Division

Enclosures

FDTalbert/ama
June 25, 1956

Copy to: Docket - DMEA-4055
Admr. Reading File
Helen Miller
Mr. Chambers

RGL.

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

Final

Budget Bureau No. 42-R1036.5

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

TO BE ON VOUCHER & SCHEDULE

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of May 195 56 Docket No. DMEA 4055 Contract No. Idm-E 925
Operator's Name Joe C. Vance Minerals Mica
Address Plumtree, N.C.
Contract Amount, $ 2,948.00 Government Participation: 75 % Amount, $ 2,211.00

RECEIVED MAY 31 1956

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing	205.00		205.00			
Crosscutting						
Drifting						
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	205.00		205.00	205.00		205.00

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

Date May 26, 1956 *Payee Joe C. Vance

Per Joe C. Vance 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:

$ 153.75

Signature Helen R. Melin
(Authorized Certifying Officer)

Date MAY 29 1956 Vou. No. 2325

(See other side)

51.75

(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. 925 in accordance with the terms of the contract.

Signature S. C. Bergman Title Geologist, USGS Date 5/28/56

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lawrence Title EXECUTIVE OFFICER DMEA REGION V Date MAY 28 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.

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

RECEIVED
MAY 31 1956

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of May 1956 Docket No. DMEA 4055 Contract No. Idm-E 925
Operator's Name Joe C. Vance Minerals Mica
Address Plumtree, N. C.

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
Bulldozing	1	205.00	1	205.00	1	205.	1	205.00
TOTAL DISTRIBUTED COSTS		205.00		205.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		205.00		205.00				

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 May 26, 1956 Operator Joe C. Vance

Per Joe C. Vance Title Operator

REMARKS: Due to a landslide covering the pegmatite Stage II of contract was not authorized ~~for above contract~~ Work not continued. Refer to letter of May 14th. from DMEA office at Knoxville, Tenn.

→ 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)

S.C. Bergman - Geologist USGS
5/28/56

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

OPERATOR'S MONTHLY PROGRESS REPORT

RECEIVED
MAY 31 1956

JOE C. VANCE
Plumtree, N. C.

DMEA 4055 MICA
CONTRACT NO. Idm-E 925

Work accomplished

May 1956.

Bulldozed trench approximately 50 feet by 40 feet by 8 feet, exposed pegmatite and recovered around 200 pounds of block mica which was of good quality but had a great deal of surface stain. Due to a landslide over the pegmatite ~~which~~, the Field Men were not able to authorize continuing Stage II of contract.

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

RECEIVED
MAY 31 1956

May 29, 1956

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region V

Subject: Operator's Final Report - Idm-E925, DMEA-4055 (mica)
Joe C. Vance, Operator, Leaning Locust Mine, Avery County, North Carolina

Transmitted is the original, and three copies(copies made by this office) of the Operator's final report on the subject project.

Stage II was not authorized due to a landslide and to the lack of sufficient target area for exploration. Certification will not be requested.

Final Operator's Rpt

Robert A. Laurence
Robert A. Laurence

RECEIVED
MAY 3 1 1956

Plumtree, N. C.

May 26, 1956

RECEIVED
MAY 2 8 1956
U. S. Geological Survey
Geologic Division
Knoxville, Tenn.

Mr. Robert A. Laurence

DMEA Executive Officer

Room 13, Post Office Building

Knoxville, Tennessee

Re: DMEA 4055 (Mica)
Contract Idm-E 925
Leaning Locust Mine
Avery County, N. C.

Dear Sir:

Please accept this letter as my final report on the above named Contract. I did the work called for in Stage I of contract and recovered aroung 200 pounds of block mica which was surface stained. I have not processed it for sale yet as there is not enough of it to make a sale to the U.S.Mica Depot, but when it is sold I will send the U.S. Treasurer 5% of the amount it is sold for.

Due to the landslide which you and your Field Men saw when you visited the Mine, you did not authorize Stage II of above named contract; therefore, I ceased work at this prospect.

Please let me know if you need any further information before closing this Exploration Project.

Yours truly

Joe C Vance

Joe C. Vance

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

RECEIVED
MAY 23 1956

May 21, 1956

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: DMEA-4055, Idm-E925 (mica) Joe Vance, Plumtree, N. C.
Leaning Locust Mine, Avery County, N. C.

Reference is made to the interim report of May 8, 1956.

The principal reason for non-approval of Stage II is that the Stage I bulldozing revealed sufficient information on the attitude and thickness of the pegmatite to indicate that a sufficient target for the Stage II work does not exist. In addition, the large slide and potential new slides would have made Stage II difficult, even if there had been a promising target.

Mr. Kiilsgaard and Mr. Laurence visited this project with the Field Examiners and Operator, and agreed with the recommendation for termination. A letter has been sent to the Operator notifying him of the non-approval of Stage II.

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

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

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

RECEIVED
MAY 16 1956

May 14, 1956

Mr. Joe C. Vance

Plumtree, North Carolina

Re: DMEA-4055 (Mica)
Contract Idm-E925
Leaning Locust Mine
Avery County, North Carolina

Dear Mr. Vance:

This is to advise you that Stage II of subject contract will not be authorized.

We also wish to advise you that your request of May 8 for an additional $500.00 for bulldozing in Stage I of the contract cannot be recommended.

Very truly yours,

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

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

RECEIVED
MAY 16 1956

Plumtree, N. C.
May 8, 1956

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

Re: DMEA-4055 (Mica)
Leaning Locust Mine
Avery cCounty, N. C.

Dear Sir:

Last Friday May 4th, after signing and mailing my contract to you, I had a bulldozer move out the waste and muck from the pegmatite at my mine, so that it would be exposed for your field team to inspect on their visit today. When we got to the mine, we found that there had been a land slide since Friday which had covered the work previously done with the bulldozer.

The field team advised me that I would need more bulldozing before I would be able to start drilling on the pegmatite. When you have consulted with the field team for further information on this, I would like for you to allow me an additional $500.00 for the purpose of bulldozing this slide and the loose dirt directly above the mine.

Thank you for your due consideration of this request.

Very truly yours

Joe C. Vance

Joe C. Vance

Stage II will not be authorized

RECEIVED
MAY 10 1956

4055 H

Date 5/18/56

Referred to:

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

Note comments in report regarding:

1. Stage II denial
2.
3.
4.

and take appropriate action.

- - - - - -

Action taken by Divisions

Terminated

ROBERT E. ADAMS

Initials

RECEIVED
MAY 18 1956

INTERIM REPORT

DMTA-4055, Idm-5925 (mica), Leaning Locust Mine

Operator: Joe C. Vance, Plumtree, N. C.

Location: 4000 feet N. 50° W. of Plumtree, Avery County, N. C.

Stage I - bulldozing was completed on May 4. However, heavy rains that followed on May 6 started a landslide that filled the trench leaving very little pegmatite exposed.

The operator has requested additional money for bulldozing.

The Field Team recommends Stage II not be approved.

Inspected: May 8, 1956

A. L. Peyton

A. L. Peyton, Mining Engineer
Bureau of Mines

A. R. Taylor /for

S. C. Bergman, Geologist
Geological Survey

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

RECEIVED
MAY 7 - 1956

May 3, 1956

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Signed Contract - DMEA-4055, Idm-E925, Joe C. Vance
Plumtree, N. C. Leaning Locust Mine (mica)

Transmitted are three signed copies of the subject contract. The usual distribution of the other copies has been made.

Robert A. Laurence

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

V. J. Lynch

V. J. Lynch, Member
Bureau of Mines

DOCKET COPY
Surname:

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

APR 19 1956

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

Re: Docket No. DMEA-4055-Mica
Joe C. Vance
Leaning Locust Mine
Avery County, North Carolina

Dear Mr. Laurence:

Reference is made to the unexecuted contract on the subject property and your memorandum dated April 11, 1956, quoting the applicant as being willing to accept your recommendation of a revised contract providing for $205.00 worth of bulldozing, as originally recommended, and 75 feet of drift, and/or crosscut, and/or incline at $35.00 per foot.

Accordingly, we enclose the original and five copies of a revised contract embodying your recommendations which have been signed by the Administrator with effective date as shown. Attachments to the contract are Annex I, Consent to Lien, Exhibit "A"(2 pages) and map of the Leaning Locust Mine. Two extra copies of Exhibit "A" are enclosed for the use of the Field Team.

Please present the contract to the Applicant for execution and distribute the enclosed copies in the usual manner.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

/s/ Robert W. Geehan

Member, Bureau of Mines

Thor H. Kiilsgaard

Member, Geological Survey

Enclosures: 8

JHopkins:ms 4/17/56
Copy to: Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Hopkins
Admr. R. File

Government's Copy

MF-200A
(Revised June 1954)

Docket No. DMEA 4055

Commodity Mica

Contract No. Idm-E 925

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

It is agreed this MAR 6 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] Joe C. Vance, whose mailing address is Plumtree, 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 Avery, 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 set forth in Operator's 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 Owners

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

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

ARTICLE 3. *The exploration project.*—The project is a search for indicated or undeveloped deposits of Strategic Mica The work to be performed is described in Exhibit "A." The Operator on or before shall commence the work, and on or before May 30, 1956 (unless the Operator's obligation to complete the work is terminated—see Article 8) shall complete the work.

Exploration Permit

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 $2,496.00 The Government will contribute 75 percent of the fixed unit costs as work is performed, in a total sum not in excess of $1,872.00: *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

EXPLORATION PROJECT CONTRACT
JOE C. VANCE
DOCKET NO. DMEA-4055

Exhibit "A"

Description of the Work

The location of the work is shown on the map entitled, "Leaning Locust Prospect Avery County, N. C., DMEA-4055 (Mica)" attached hereto and made a part hereof.

The Operator shall perform the work specified in Stage I and as much of Stage II as is approved by the Government in writing.

Stage I

1. With a Model D-8 or equivalent bulldozer excavate a trench approximately 50 feet by 40 feet by 8 feet to expose the contacts of the pegmatite and provide a portal site.

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 $2\frac{1}{2}$ feet.

(c) An exploder storage magazine, minimum dimensions 2 feet by $1\frac{1}{2}$ feet by 1 foot.

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

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

2. Drive 75 feet of adit-drift and/or crosscut and/or incline having minimum cross-sectional dimensions of 5 feet by 7 feet in the clear of timber.

All work shall be timbered as necessary.

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

Fixed Unit Costs

Stage I

1. Bulldozing trench approximately
   50 feet by 40 feet by 8 feet
   592 cubic yards @ $0.35/cu. yd. $205.00

Stage II

1. Construct:

Toolhouse	$ ~~75.00~~ 76.00
Powder magazine	~~26.00~~ 26.00
Exploder magazine	~~15.00~~ 16.00

2. Drive 75 feet of drift and/or crosscut and/or incline
   75 feet @ ~~$29.00/ft.~~ 35.00 ~~2,175.00~~ 2625.00

Estimated Total Cost of Project	~~$2,496.00~~ 2948.00
Government Participation @ 75%	$1,872.00 $2211.00

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

RECEIVED
APR 13 1956

April 11, 1956

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: DMEA-4055 (mica) Joe C. Vance, Plumtree, North Carolina
Leaning Locust Mine, Avery County, N. C.

On April 5, Mr. Vance wrote as follows: " Please be advised that I will accept the contract calling for 75 feet of drifting and/or crosscutting and/or sinking incline at $35.00 per foot. I am assuming that the contract will also cover an allowance for the necessary bulldozing."

The Field Team recommends approval of a contract providing for $205 worth of bulldozing as originally recommended, and 75 feet of drift and/or crosscut and/or incline at $35.00 per foot.

Robert A. Laurence

Robert A. Laurence

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

RECEIVED
APR 6 - 1956

April 4, 1956

Mr. Joe C. Vance

Plumtree, N. C.

Re: DMEA-4055-Mica
Leaning Locust Mine
Avery County, N. C.

Dear Mr. Vance:

Please advise me if you will accept a contract providing for drifting and/or crosscutting and/or sinking incline, 75 feet @ $35/ft., at the Leaning Locust Mine. If so, a contract will be prepared and sent for your signature.

Our Field Examiners will be in the Spruce Pine district next Monday, Tuesday and Wednesday and will be glad to discuss this with you.

Very truly yours,

Robert A. Laurence
Executive Officer, DMEA
Region V

RAL/sm
cc:
Lynch
Shirley
Opr. Com.-3
Files

April 3, 1956

Mr. James Hopkins calling Mr. Robert A. Laurence, Knoxville, Tenn.

Re: Docket No. DMEA-4055 - Mica
Joe C. Vance
Leaning Locust Mine
Avery County, North Carolina

Mr. Hopkins: I want to talk about DMEA-4055, Joe C. Vance, Leaning Locust Mine, they sent the contract back to us.

Mr. Laurence: Oh yes Joe C. Vance would not sign the contract and we returned it to you with his letter.

Mr. Hopkins: They sent a breakdown at $43.62. You have recommended $35.00 a foot.

Mr. Laurence: That was the top.

Mr. Hopkins: Will he accept that $35.00 a foot.

Mr. Laurence: I have not talked with him but Bergman who is here in the office thinks he will accept.

Mr. Hopkins: Find out for sure. If he will accept we will send the contract back to him for drifting, and/or crosscutting and/or incline. (No raising, no additional bulldozing.)

Mr. Laurence: That is right.

Mr. Hopkins: We will change it from $29.00 to $35.00.

DEFENSE MINERALS ADMINISTRATION

97023

PRODUCTION EXPANSION DIVISION

PROCUREMENT APPLICATIONS

Name of Company and Address _____

Name of Mine and Location _____

Docket No. DMA - _____ Date received by P.E.D. _____

Metals or Minerals involved _____

Length of Contract (preproduction plus production) _____

Amount of Metals or Minerals in tons, units or pounds _____

Floor price or Guaranteed price and whether or not escalated _____

Maximum Government Commitment _____

Comments on Contract: _____

_____

_____

_____

_____

_____

Date sent to Legal Division _____

Date of Recommendation to D.P.A. for Certification _____

Date Certification sent to G.S.A. by D.P.A. _____

Date signed into Contract by G.S.A. _____

Additional Remarks: _____

_____

_____

_____

_____

NOTE: If application is denied, or if it is recommended for change into exploration, etc., please state under additional remarks.

Interior—Duplicating Section, Washington, D. C.

Signed _____

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

RECEIVED
MAR 29 1956

March 27, 1956

Memorandum

To: Operating Committee, DMEA- Washington

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

Subject: DMEA-4055-Mica. Leaning Locust Mine, Avery County, N. C.

Enclosed are three copies of a letter from Joe C. Vance, giving his breakdown of costs for the proposed contract. It seems high to us, as 1.5 foot per day is a slow advance for an adit. Please refer to an earlier field team memorandum on this subject.

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

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

RECEIVED
MAR 26 1956
Geologic Mapping
Knoxville, Tenn.

Plumtree, N. C.
March 22, 1956

RECEIVED
MAR 30 1956

Mr. Robert A. Laurence
DMEA Executive Officer
Region V
Room 13, Post Office Building
Knoxville, Tenn.

Re: DMEA-4055- Mica
Leaning Locust Mine
Avery County, N. C.

Dear Sir:

As per your request in letter of March 19th., I am listing below an estimated cost-list of operating a mine project on a cost per day basisy and the average of 1½ foot per day in pulling adit of minimun dimension of 5 feet by 8 feet. This estimate does not take in consideration the wear and tear of the machinery nor possibl breakdowns; the cost of setting in the machinery; the wear and tear and replacement of small tooles, water and air lines, laying track, setting in timber, the cost of timbers; nor the cost of hauling in supplieas also it doesnot include the operators time nor labor.

Cost itemized below:

1 Driller @ $1.25 per hour	$10.00 per day
2 Muckers @ 1.00 per houb	16.00 " "
1 Hoist operator @ $1.10 per hour	8.80 " "
Powder @ $23.87 per hundred	11.92
Exploders @ 25¢ regular, 30¢ delays	9.25
Gas-10 gal. per day	3.00
Oil-1 Qrt. per day	35
Drill oil & grease	35
Light-carbide-tamping bags, steel sharpened & rebitted-average	5.75
Total per day	$65.42
Total cost per foot	43.62

I hope tha above covers the breakdown that you wanted on the cost per foot to pull an adit in hard-rock. This is the type of rock in which the Leaning Locust mine lays.

Thank you for your consideration of this.

Yours [illegible]

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 203 POST OFFICE BLDG.
WASHINGTON 25, D.C.
KNOXVILLE 2, TENN.

March 21, 1956

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: DMEA-4055, Contract Idm-E925, Joe C. Vance, Plumtree, N. C. (mica)

We are returning herewith all copies of the subject contract which have not been signed by the Operator. Attached is a letter from the operator stating his reasons for not signing the contract.

In the examination report the field examiners did not take into account the possible need of an incline in the work under Stage II. An incline drift may be necessary because of its structural attitude and relation to the slope of the hill. It is therefore recommended that sentence 1, of section 2 of Stage II, Exhibit "A" be rewritten to read - "drive 75 feet of adit drift or incline and/or crosscut".....

Also, because the drift will be in unweathered hard pegmatite, and possibly inclined, we recommend an increase in the cost per foot of drift, as outlined in section 2 of Stage II, from $29.00/foot to $35/foot.

We do not recommend the additional bulldozing requested by the Operator.

V. J. Lynch

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

S. C. Bergman

S. C. Bergman, Geologist
Geological Survey

RECEIVED
MAR 2 6 1956

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1050 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

RECEIVED
MAR 21 1956

March 19, 1956

Mr. Joe C. Vance

Plumtree, North Carolina

Re: DMEA-4055 - Mica
Leaning Locust Mine
Avery County, N. C.

Dear Mr. Vance:

Your letter of March 16 and the unsigned contract will be sent to our Washington office for consideration

Before we can make any recommendation concerning the higher unit cost which you request, we will need a breakdown of costs to justify the estimated $45.00 per foot for driving the adit.

Please send this information at your earliest convenience.

Very truly yours,

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

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

Plumtree, N. C.
March 16, 1956

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

Re: Docket No. DMEA 4055-Mica
Joe C. Vance, Leaning Locust Mine
Avery County, North Carolina

Dear Sir:

In regards to the contract which your Field Team brought to me this week: I didnot sign it as your allowance per foot on that contract would not cover 25% of the cost per foot to pull this mine. As you know, labor is up 25¢ on the hour and this mines lies in a very hard rock that will be very hard to pull. I would like for you to rewrite the specifications in the following sections:

Under exhibit "A", Stage II, No. 2 where it now reads "Drive 75 Feet of Adit-Drift and/or Crosscut", please add ~~an~~"and/or Incline"

Under fixed units cost, stage II, page 2, No. 2 where it reads "Drive 75 feet @ $29.00 per foot", please change to read "Drive 75 feet @ $45.00 per foot".

Mr. Laurence, last summer the Duncan Mica Co. paid for Bulldozing this prospect in the amount of $690.00. but we started too far up the hill and missed the~~y~~ vien and they quit. Later I bulldozed for 2 days about 200 feet lower and ~~and~~ hit the vien containing a good quality mica and the quality improved as I got deeper in the vien. I could not go on with this prospect as the muck from workings 500 feet above this prospect started sliding in on me. There is from 4 to 15 feet of muck above this prospect that will have to be removed by bulldozing. The heavy rains this winter have increased the slides over the vein, but I did recover one block of mica that weighed 60 pounds and sold it for $95.00.

I would like for you to grant me enough bulldozing to clear this muck down to the pegmatite, the amount to be determined by ~~the Field Team~~ Me as we do the bulldozing. To allow bulldozing @ $10.00 per hour upto but not to exceed $600.00. When pegmetite is clear We would start the drilling at the point which the field team thinks best.

I hope that this request will meet with your approval.

Yours truly

Joe C. Vance

Joe C. Vance

RECEIVED
MAR 28 1956

RECEIVED
MAR 12 1956

March 8, 1956

Mr. Joe C. Vance

Plumtree, North Carolina

Re: DMEA-4055, Idm-E925-Mica
Leaning Locust Mine, Avery County,
North Carolina

Dear Mr. Vance:

Enclosed are the original and six copies of a new Consent to Lien for the referred contract. Please have all copies signed as indicated and hold them in your office until the field engineers arrive in Plumtree on March 13. The engineers will have the contract with them for your signature. They will advise you concerning procedures to complete the contract.

The enclosed copies of the old Consent to Lien are of no value and may be disposed of as you see fit.

Very truly yours,

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

VJL/am
cc:
Opr. Com.-2
Lynch

Shirley
Files

DOCKET COPY
Surname:

Hopkins
Houk
Chamberlain
Selfridge
Johnson

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

600

MAR - 6 1956

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

Re: Docket No. DMEA-4055-Mica
Joe C. Vance
Leaning Locust Mine
Avery County, North Carolina

Dear Mr. Laurence:

Enclosed are the original and five copies of a proposed contract which have been signed by the Administrator for the Government with effective date as shown. Attachments to the contract are Annex I, "Exhibit A" and map of the Leaning Locust Mine. Two extra copies of "Exhibit A" are enclosed for the use of the Field Team. Also enclosed are copies of a new Consent to Lien. Please secure the Lessor's signature and attach to the Contract before presenting it to the Applicant.

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 "Exhibit A" are to be returned to this office, together with the proposed changes for consideration.

Copies of memoranda dated January 16 and 26, 1956, 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 (GVB)

Approved:

/s/ O. M. Bishop (GVB)
Member, Bureau of Mines

Thor H. Kiilsgaard (GVB)
Member, Geological Survey

Enclosures: 21

JHopkins:ms 3/2/56
Copy to: Docket
Operating Committee
Mr. Killsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Hopkins
Admr. R. File

PS: Enclosed are original Consent to Lien forms to be returned to the Lessors.

R.C.B.

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

FEB 29 1956

Memorandum

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

From: Associate Solicitor, Division of Mineral Resources

Subject: Docket No. DMEA-4055, Joe C. Vance (Mica)

The Consent to Lien signed by the Lessors inadequately described the land. We have prepared another draft of Consent to Lien, here attached.

Robert P. Dwyer

RECEIVED
FEB 16 1956

Plumtree, N. C.
Feb. 14, 1956

Mr. L. G. Houkl, Chief
Nonmetallic Minerals Division
U.S. Dept. of the Interior
DMEA, Washington, D.C.

Re: Docket No. DMEA-4055-Mica
Joe C. Vance
Leaning Locust Mine
Avery County, N. C.

Dear Sir:

In reference to your letter of Feb. 7, 1956, Buena Avery Vance, one of the four heirs of W. W. Avery, is the agent for the other three, Waites Avery, Corinna Avery Aldridge, Gwendolyn Avery Phillips, to rent and lease the property for the purpose of acquiring an income for the estate.

However, I am enclosing new copies of consent to Lien which are signed by all four heirs, all of age. I hope that this meets with your approval and that you will be able to process my loan throught to compleation.

Thank you very muc h.

Yours truly

Joe C. Vance

Joe C. Vance

DOCKET COPY
Surname:

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

FEB 7 1956

Mr. Joe C. Vance

Plumtree, North Carolina

Re: Docket No. DMEA-4055-Mica
Joe C. Vance
Leaning Locust Mine
Avery County, North Carolina

Dear Mr. Vance:

Reference is made to the Consent to Lien and Lease on the subject property executed by Buena A. Vance, Agent for W. W. Avery Heirs.

Please furnish this office with evidence of Buena A. Vance's authority to act in this capacity.

Sincerely yours,

L. G. Houk, Chief
Nonmetallic Minerals Division

JHopkins:ms 2/7/56
Copy to: Admr. R. File
Docket
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Hopkins

DEPARTMENT OF THE INTERIOR
Office of the Solicitor

Date FEB 6 1956

Referred to: Mr. L. G. Houk, Nonmetallic Minerals Div.
Room 4453

From: Associate Solicitor, Div. of Mineral Resources

For: Information and retention _____

Information and return _____

Necessary action and return _____

Comment and return _____

Distribution in office or region _____

Remarks: We suggest that evidence of Buena A. Vance's authority to act as agent for the W. W. Avery heirs be obtained, if not already in some other file.

Recd per Lacks per v Gale

FROM SOLICITOR
FEB 6 1956
FOR SIGNATURE

(Signature)

New Siens attached to Contract Jo H

INT.-DUP. SEC., WASH., D.C.

84986

Memorandum

To: Files

From: James Hopkins

Subject: Evaluation of application for exploration assistance and Field Team report

Docket No DMEA 4055 Mica

Joe Vance, Plumtree, North Carolina

Lenning Locust Mine

Avery County, North Carolina

This property is located about 250 feet down the slope of Doublehead Mountain below Doublehead Mine which was the subject of Contract No Tfm 6-650 (Docket No DMEA 3012). The project work on this contract was unsuccessful in making a significant discovery of strategic mica. The mica found in the pegmatite was sparse, small and heavily mineral stained.

Mica: In an exposed segment of pegmatite, large books of strategic muscovite were seen in place. The mica is brownish-green, splitting in irregular masses and for most part of small dimensions in the pegmatite. Strategic size and grade can be trimmed from the large sheets of muscovite.

Pegmatite:

The exposed segment in the cut may be

10 feet in thickness but structural relationships are obscure. The footwall contact strikes N20°W and dips 35° SW. The pegmatite is a coarse mixture of quartz, perthitic microcline, plagioclase, muscovite, sericite and biotite. The wall rock is a very-fine-grained biotite gneiss.

Workings:

The quartz-feldspar-muscovite pegmatite has been unexplored and occurs downslope from a 1000-foot strike length of old workings of the Doublehead mine. The pegmatite is exposed by a 150-foot long arcuate bulldozer trench.

Comments:

This pegmatite (leaning locust) appears to belong to the series of pegmatites found and mined on the south slope of Doublehead mountain. Very little strategic mica was found in the old workings but the companies research should show strategic mica occur in large books in the pegmatite. This is the basis of their recommendation that the application be approved.

As the topography is not shown on the map the field team proposal cannot be clearly visualized. Examination of the old maps indicate that an adit would

"locks" very fast by exploring with an adit-drift.

If locks could be rapidly gained, the proposal will have considerable merit.

Apparently an excellent opportunity to deepen the existing trench with a bull-dozer to prepare a portal site is afforded.

The maps are incomplete and inadequate. The location and direction of the proposed work is missing as well as contours to indicate topography.

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

RECEIVED
JAN 30 1956

January 26, 1956

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: DMEA-4055 (mica) Joe C. Vance, applicant. Leaning Locust Mine, Avery County, N. C.

In reply to your letter of January 20, 1956 requesting additional information on the subject maps, we are returning your copies of the maps with the proposed location of Stage I work superimposed on them. Location of Stage II is dependent on completion of Stage I. Other data requested have also been added.

All future maps will contain topographic contours, legend with appropriate symbolism, and color accented where it will be of assistance.

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

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

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

RECEIVED
JAN 26 1956

January 26, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA - 4055 (mica)

Applicant: Joe Vance

Name and Location of Property: Leaning Locust Mine, Avery Co., N. C.

Date of Field Team Report: 11/29/55

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 1/23/56

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

Comments:

1. Large books of strategic grade mica were observed in place, in the bulldozer trench.

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

3. Stage I consists of bulldozing to determine the structural relationships and provide for an adit site; Stage II consists of 75 feet of underground development.

4. Total estimated costs are in the amount of $2,610.

Recommendation:

I concur with the field team's recommendation.

W. F. Dietrich

W. F. Dietrich

Docket Copy
Surname:

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

JAN 20 1956

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

Subject: Docket No. DMEA-4055 - Mica
Joe C. Vance
Leaning Locust Mine
Avery County, North Carolina

Dear Mr. Laurence:

Reference is made to the Field Team Report dated November 29, 1955, on the subject property, recommending Government assistance in an exploration project.

We are returning two copies of the DMEA map for more information. Please indicate with dashed lines the location, direction, and extent of the proposed work and show with a few contour lines the topography of the immediate area. We will transfer these data to the copies of the map that are being retained here.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GCS)

Approved:

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

Thor H. Kiilsgaard (GCS)
Member, Geological Survey

Enclosures 2

JHopkins:gad 1/18/56
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Hopkins

R.G.S.

IN REPLY REFER TO:

74

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

RECEIVED
JAN 17 1956

January 16, 1956

Re: DMEA 4055
Joe C. Vance
Leaning Locust Mine
Avery Co., N. C.
$2,610.00 - 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 applicant asked assistance in doing an estimated $4,900.00 worth of work on a newly discovered pegmatite, downslope from old mines. Large books of strategic mica occur in the new discovery.

The examiners recommend an alternate work program consisting of:--

Stage I, Bulldozing 592 cu. yds. at 35 cents/cu. yd.	$ 205.00
Stage II, "Drifting" and/or raising, 75 feet	2,290.00
Buildings	115.00
	$2,610.00

The work proposed appears to be adequate.

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

N. E. Nelson

N. E. Nelson

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

RECEIVED
JAN 9 1956

January 6, 1956

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V - Knoxville

Subject: Field Examination Report, DMEA-4055 (mica) Joe Vance, Plumtree, N. C. Leaning Locust Mine, Avery County, N. C.

Enclosed are four copies of the subject report, nine extra copies of the sketch map, and four copies of a letter and sketch submitted by the applicant.

The available information indicates a probability of a deposit of strategic mica, and we recommend approval of a two-stage, unit-cost (short form) contract for the work as outlined in the report.

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

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

Reviewed by
DMEA OPERATING COMMITTEE
1-18-56
(date)

Tn. site
Lyman Pet

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

RECEIVED
JAN 9 1956

EXAMINATION REPORT BY FIELD TEAM, REGION V

On

DMEA-4055, THE LEANING LOCUST MINE
(Mica)
Avery County, North Carolina

By

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

and

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

November 29, 1955

Reviewed by
DMEA OPERATING COMMITTEE
1-18-56
(date)

FIELD EXAMINATION REPORT

DMEA-4055 (mica) THE LEANING LOCUST MINE

Applicant: Joe C. Vance, Plumtree, North Carolina

A quartz-feldspar-muscovite pegmatite is exposed in an arcuate 75-foot long bulldozer trench, immediately downslope from about a 1,000-foot strike length series of old workings of the Doublehead mine (DMEA-244 and 3212). Some of the works date back fifty or more years. This prospect (Leaning Locust) is virtually unexplored. It has large books of strategic muscovite in place. On this basis it is recommended that the application be approved.

The prospect is on the northeast side of Doublehead Creek and on the south slope of Doublehead Mountain about 4,000 feet N. 50° W. of Plumtree, Avery County, North Carolina (Carvers Gap, N. C.-Tenn., quadrangle, 1927 (1/24,000)). The field examiners, accompanied by Mr. Joe C. Vance and Mr. T. B. Vance spent one hour in the examination on November 29, 1955.

The applicant has been associated with previous DMEA contracts and has conducted them in a satisfactory manner.

The exposed segment of the pegmatite may be 10 feet in thickness, but the structural relationships are obscure. A footwall contact is exposed in the middle of the trench with an attitude of N. 20° W. strike and dip of 35° SW.

The pegmatite is a coarse mixture of quartz, perthitic microcline, plagioclase, muscovite, sericite, and biotite. The wall rock is a very-fine-grained biotite gneiss.

Strategic grade, brownish-green, mica is generally in large books. The mica is flat, with an occasional reeve and/or mineral stain. A small percentage is badly ruled. Mica of strategic size and grade can be trimmed from the large crystals of muscovite.

The field examiners recommend a two stage project. Twenty hours of bulldozing is proposed to determine the structural relationships and provide for an adit site. The second stage is suggested as 75 feet of adit and/or crosscut, and/or raise, depending on the results of Stage I.

Estimated costs are as follows:

Stage I - Bulldozing to expose pegmatite and contacts - 50' x 40' x 8' or 592 cubic yards @ $0.35/cubic yard	$205.00

Stage II -

Drive 75 ft. of adit-drift and/or crosscut and/or raise (35 shifts)

Toolhouse		$75.00
Powder magazine		25.00
Exploder		15.00

Labor:

1 - Miner @ $1.50/hr.	$420.00	
2 - Laborers @ $1.00/hr.	560.00	

Equipment (rental)

Compressor, drill and jackleg, @ $250/Mo.	440.00	

Supplies:

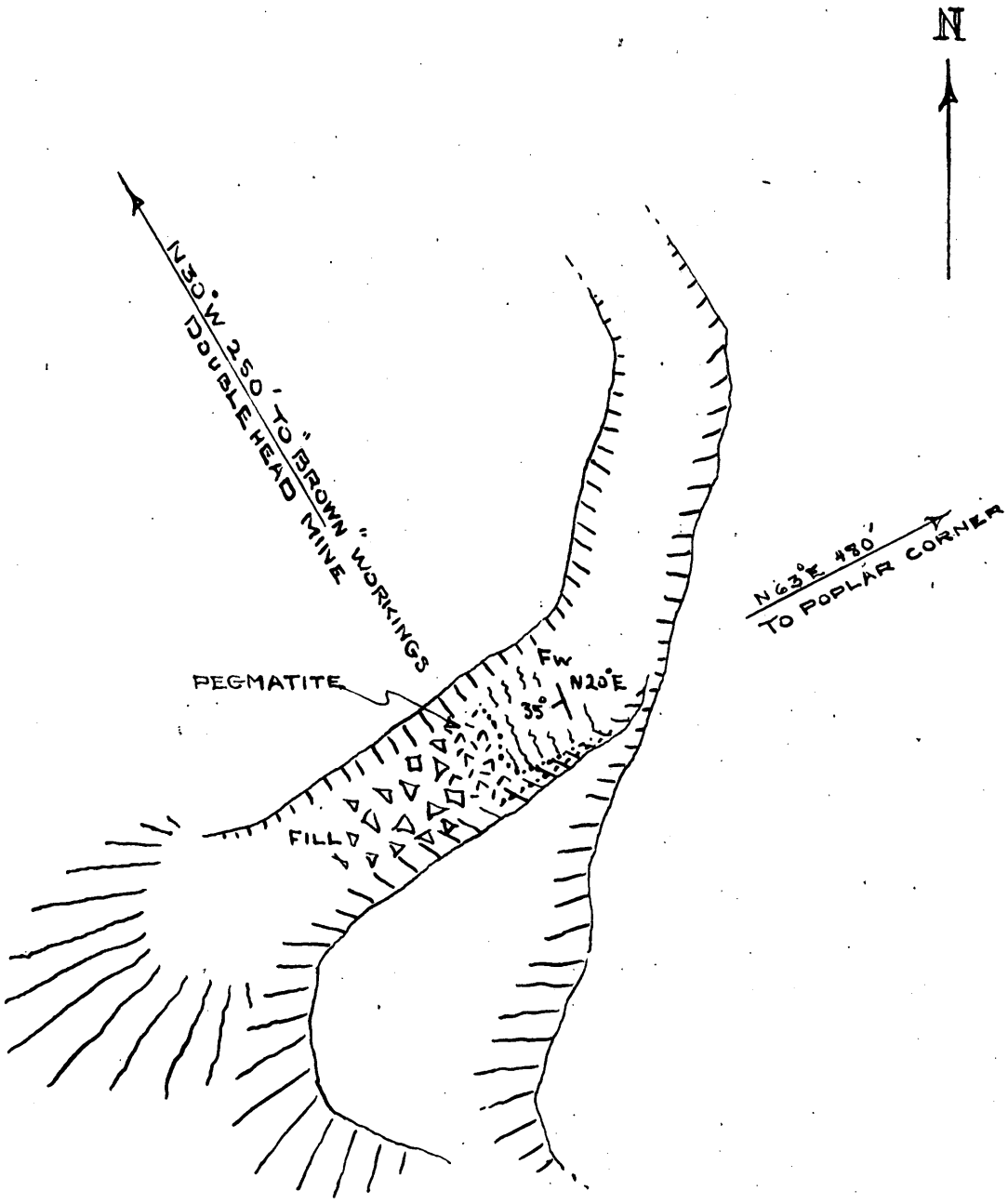
Explosives	230.00	
Drill steel	110.00	
Gasoline and oil	140.00	
Small tools and pipe	85.00	
Timber, 550 b.f. @ $65/M	35.00	
Miscellaneous	130.00	
Insurance	100.00	
Social Security	20.00	
Sales tax	20.00	
Total estimated cost Stage II		$2,405.00
Total estimated cost Stages I and II		$2,610.00

Inspected: Nov. 29, 1955

L. E. Shirley, Mining Engineer
Bureau of Mines

and

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



LEANING LOCUST PROSPECT
AVERY COUNTY, N.C.

DMEA-4055 (MICA)

SCALE: 1" = 20'

1/56 SCB

Plumtree, N. C.
Nov. 30, 1955

Mr. Robert A. Laurence
Executive Officer
DMEA Field Team, Region 5
Room 13, Post Office Building
Knoxville 2, Tenn.

Re: Docket No. DMEA-4055-Mica
Joe C. Vance
Leaning Locust Mine
Avery County, North Carolina

Dear Mr. Laurence:

The Field Examiners inspected my mica prospect- The Leaning Locust Mine- on November 29th. and they ask me to send you the attached sketch and calls in the lease.

I think that I have a very good prospect but it is going to take a great deal of work to get it ready and in shape to begin the actual drilling in pegmatite. I will appreciate all the help that you can give me on the bulldozing as there is a great deal of loose muck directly above the mine that should be moved to avoid slids after operation has been started.

I hope the attached information meets your requirments.

Thank you.

Yours truly

Joe C. Vance

Joe C. Vance

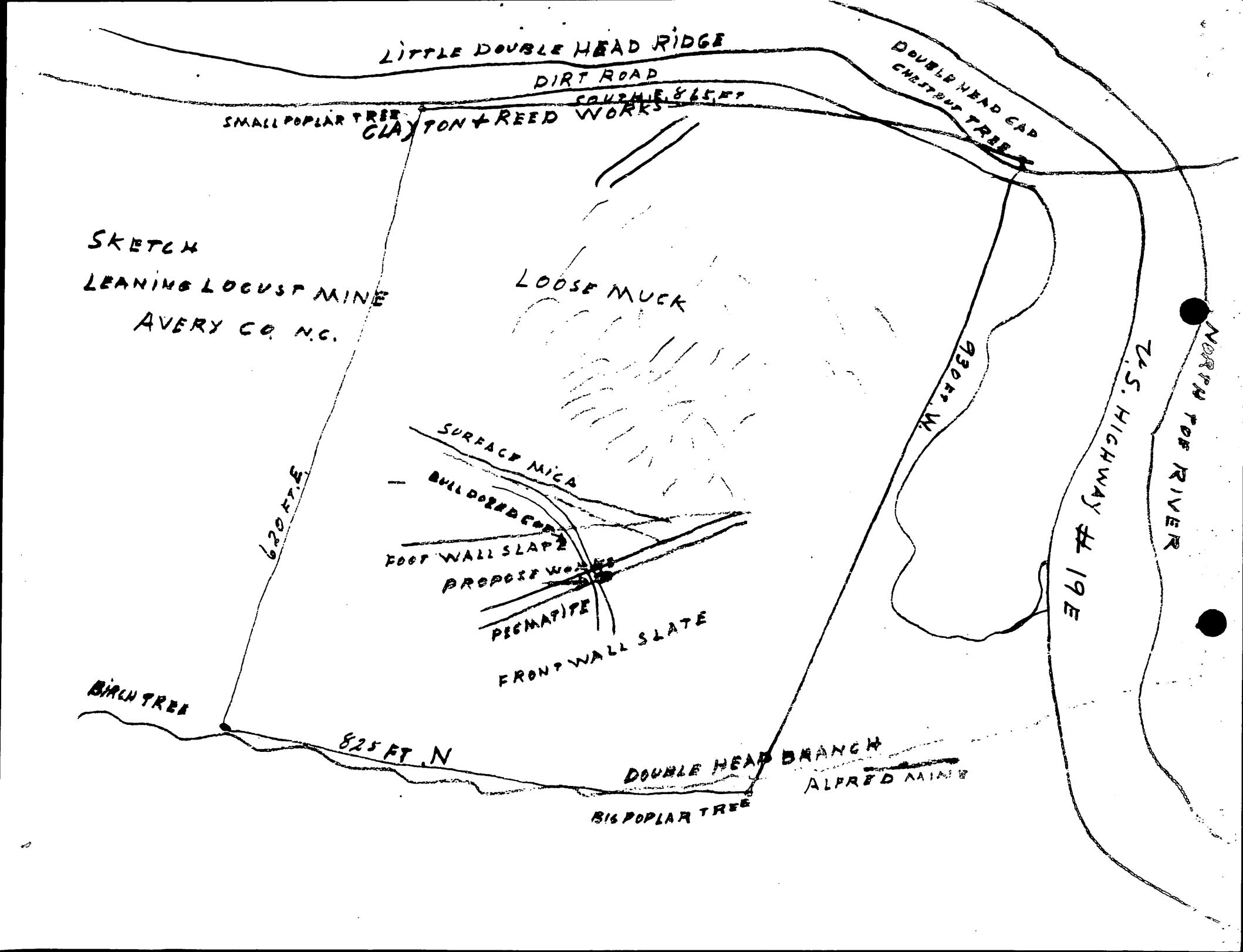
JCV/s

RECEIVED
JAN 9 1956

RECEIVED
DEC 2 - 1955

Calls as appears in lease on Leaning Locust Mine Begining at a Big Chestnut Tree in Little Doublehead Gap, running west 930 feet to a Big Poplar Tree on bank of Doublehead Branch, thence, north with said Branch 825 feet to a Birch Tree on right bank of Doublehead Branch, thence, east 850 feet to a Poplar tree on top of Little Doublehead Ridge, thence, south east 750 feet to the begining.

Lease to Joe C. Vance, dated November 7th. 1955.


LITTLE DOUBLE HEAD RIDGE
DIRT ROAD
COURSE 865 FT
DOUBLE HEAD GAP
CHESTNUT TREE
SMALL POPLAR TREE
CLAYTON + REED WORKS
SKETCH
LEANING LOCUST MINE
AVERY CO. N.C.
LOOSE MUCK
930 FT. W
U.S. HIGHWAY # 19E
NORTH FOR RIVER
SURFACE MICA
BULLDOZED CUT
FOOT WALL SLATE
PROPOSE WORKS
PEGMATITE
FRONT WALL SLATE
620 FT. E
BIRCH TREE
825 FT. N
DOUBLE HEAD BRANCH
ALFRED MINE
BIG POPLAR TREE

DOCKET FILE
Surname:

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

NOV 17 1955

Houk
Nelson
Selfridge
JHopkins

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

Subject: Docket No. DMEA-4055 - Mica
Joe C. Vance
Leaning Locust Mine
Avery 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 dated November 10, 1955, by N. E. Nelson, USGS, and W. F. Dietrich, USBM, relating to the project are enclosed.

Sincerely yours,

By ESS

Chairman, Operating Committee

Approved:

By ESS

Member, Bureau of Mines

By ESS

Member, Geological Survey

Enclosures 4

JHopkins:ad 11/15/55
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Killsgaard, 5222
Mr. Houk
Mr. Hopkins:
Mr. Dietrich, 3061

R.G.L.

DOCKET FILE
Surname:

Hope
Lowe
Nelson
Leehan
Jeffrey
F. Johnson

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

NOV 17 1955

Mr. Joe C. Vance

Plumtree, North Carolina

Re: Docket No. DMEA-4055 - Mica
Joe C. Vance
Leaning Locust Mine
Avery County, North Carolina

Dear Mr. Vance:

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,

(for)

Administrator

JHopkins:ad 11/15/55
Copy to: Admr. R. File
Docket
Operating Committee
Field Team, Region V
Mr. Dietrich, 3061
Mr. Kiilsgaard, 5222
Mr. Houk
Mr. Hopkins

R.C.G.

Hopkins

IN REPLY REFER TO:

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

RECEIVED
NOV 10 1955

November 10, 1955

Re: DMEA 4055
Joe C. Vance
Leaning Locust Mine
Avery Co., N. C.
$4,900.00 - Mica

Memorandum

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

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

Subject: Review of application.

The applicant requests assistance in doing stripping and drifting (tunnelling) on a newly-discovered pegmatite. The applicant claims he recovered around 100 pounds of good quality green mica while doing stripping with a bulldozer.

The prospect is 125 feet below some old mines (Reed and Clayton) from which, according to the applicant, a large quantity of mica was recovered 30 years ago.

From the information afforded, I conclude an examination is warranted and recommend that the application be referred to the Field Team.

N. E. Nelson

N. E. Nelson

Hopkins

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

RECEIVED
NOV 1 1955

November 10, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4055 (mica)

Applicant: Joe C. Vance

Name and Location of Property: Leaning Locust Mine, Avery Co., N. C.

Date Application Rec'd. by Br. of Ceramic & Fertilizer Materials: 11/9/55

Comments:

1. This is a new prospect and there are no records available in this office on this prospect.

2. From limited work done, it appears that good quality mica occurs on this property.

3. Additional details of cost of proposed exploration program are required but could be obtained during a field team examination.

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

November 9, 1955
Subject: DMEA-4055
Re: Exploration Assistance
Leaning Locust Mine

Mr. Joe C. Vance
Plumtree, North Carolina

My dear Mr. Vance:

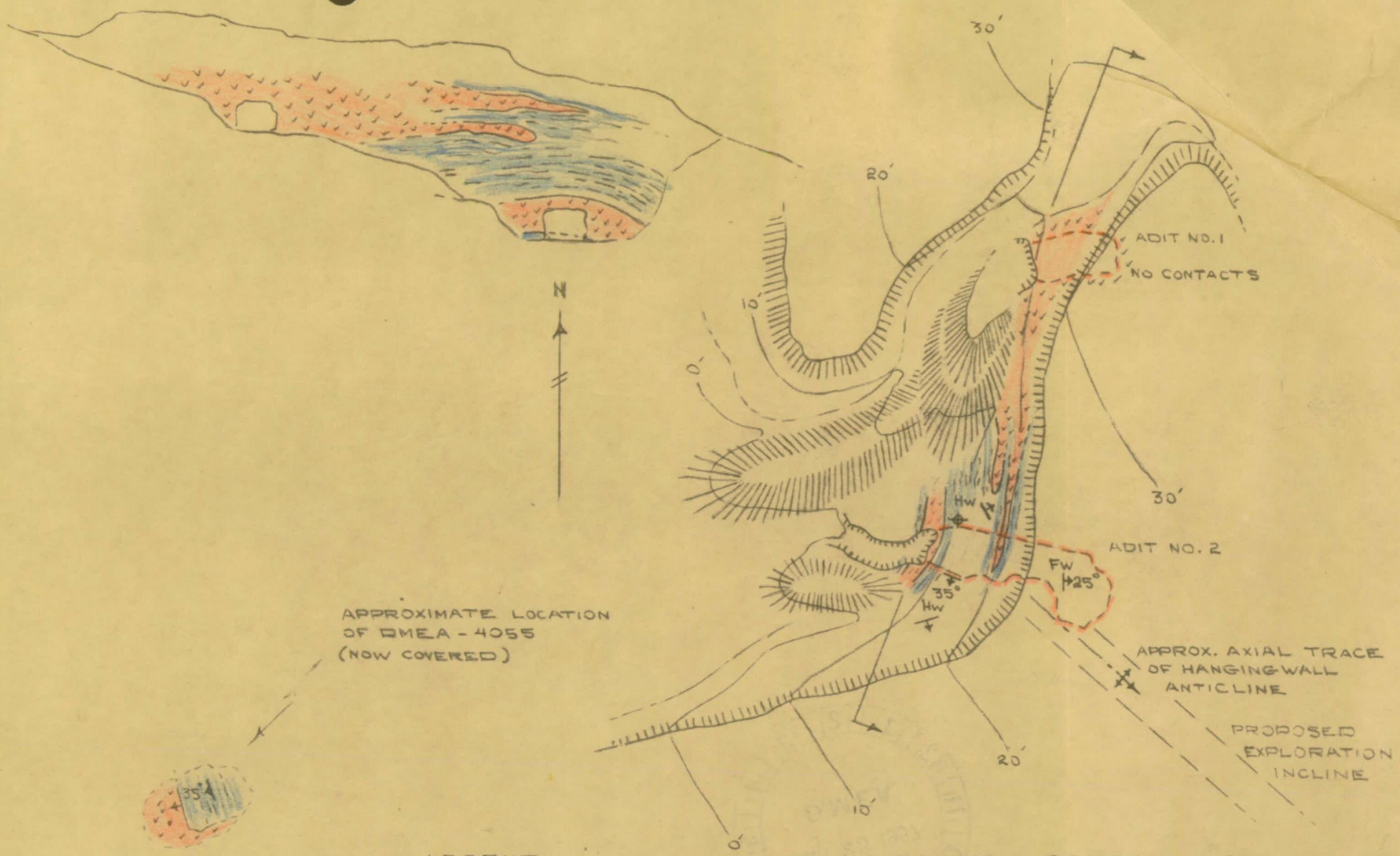
The receipt of your application dated November 8, 1955 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-4055 and referred to the Nonmetallic Minerals Division.

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

Sincerely yours,

Robert E. Adams, Chief
Operations Control and
Statistics Division



LEGEND

- PEGMATITE
- QTZ-BIOTITE & MUSCOVITE-BIOTITE GNEISS
- EXCAVATION
- DUMP
- UNDERGROUND ADIT

LEANING LOCUST NO. 2

AVERY COUNTY, NORTH CAROLINA

DMEA - ~~4542~~ 4055 (MICA)

SCALE: 1" = 20'

RECEIVED
JAN 23 1957
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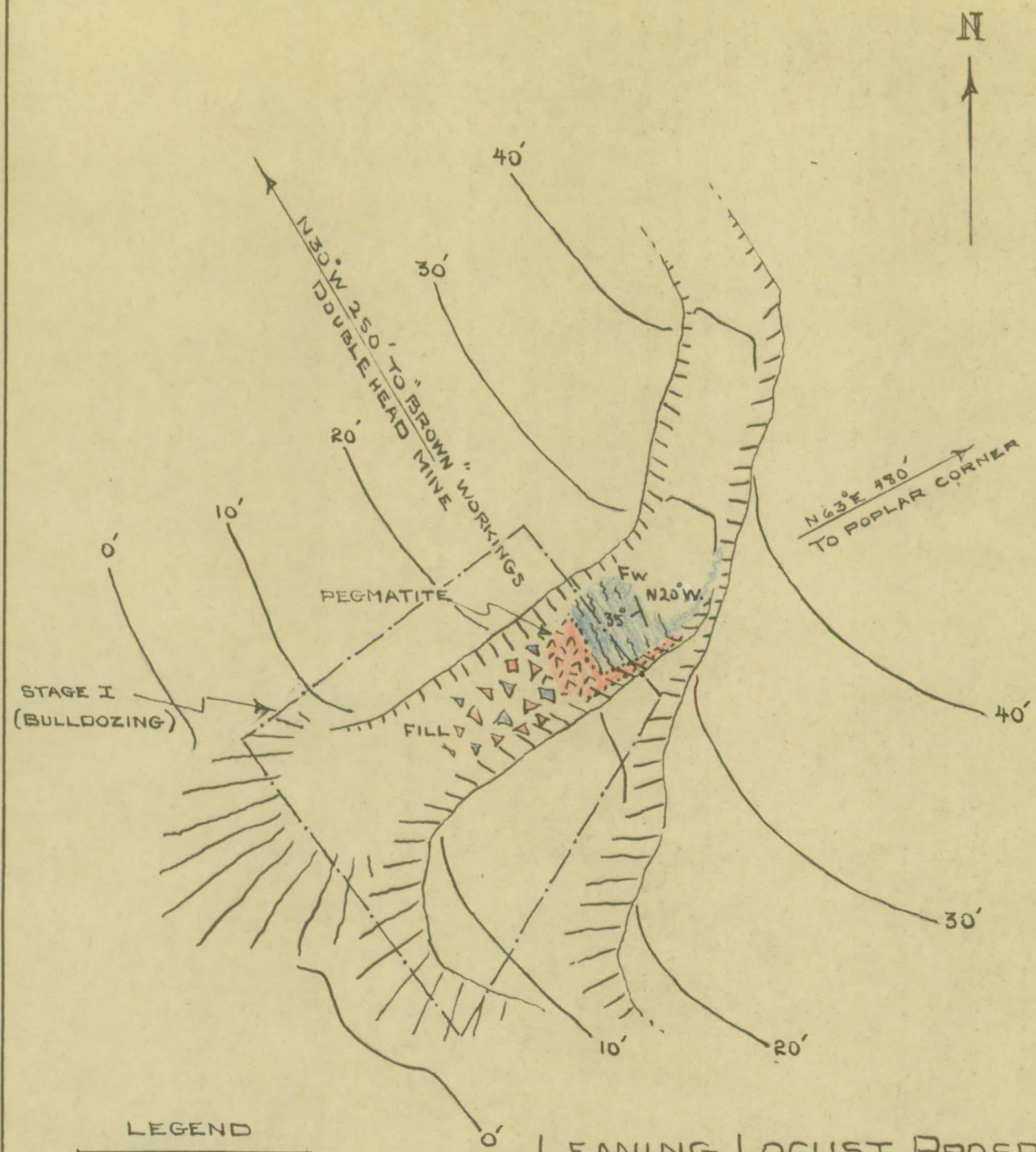


LEGEND

- GNEISS
- MICA BEARING PEGMATITE
- BROKEN ROCK FILL

LEANING LOCUST PROSPECT
AVERY COUNTY, N.C.

DMEA-4055 (MICA)

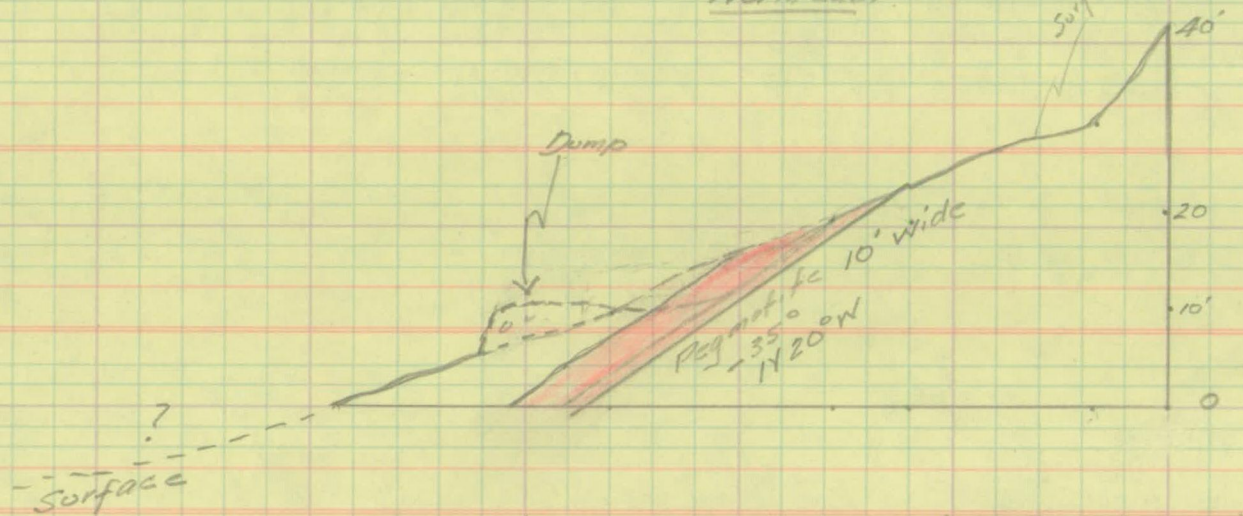
SCALE: 1" = 20'

1/56 SCB

RECEIVED
JAN 9 1956

RECEIVED
JAN 3 0 1956

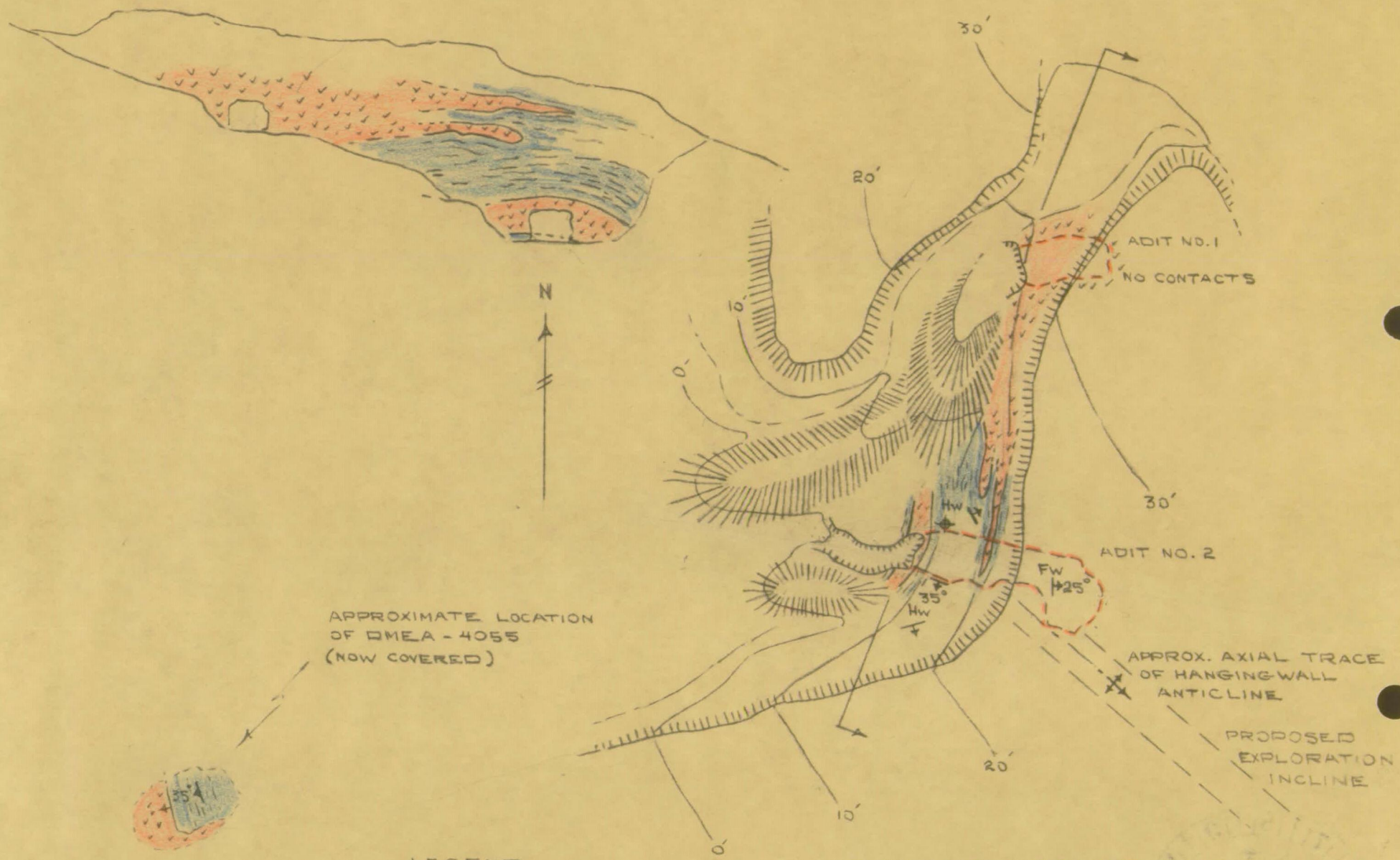
Section through Cut. DMEA 4055
Northeast



Work Authorized: (a) Bulldozing to expose Pegmatite
(b) Drifting on Pegmatite
and/or
Crosscutting

Operator requests 75 ft drifting and/or Crosscutting
and/or incline

Field Team recommends $35.00/ft because of hard ground



LEGEND

- PEGMATITE
- QTZ-BIOTITE & MUSCOVITE-BIOTITE GNEISS
- EXCAVATION
- DUMP
- UNDERGROUND ADIT

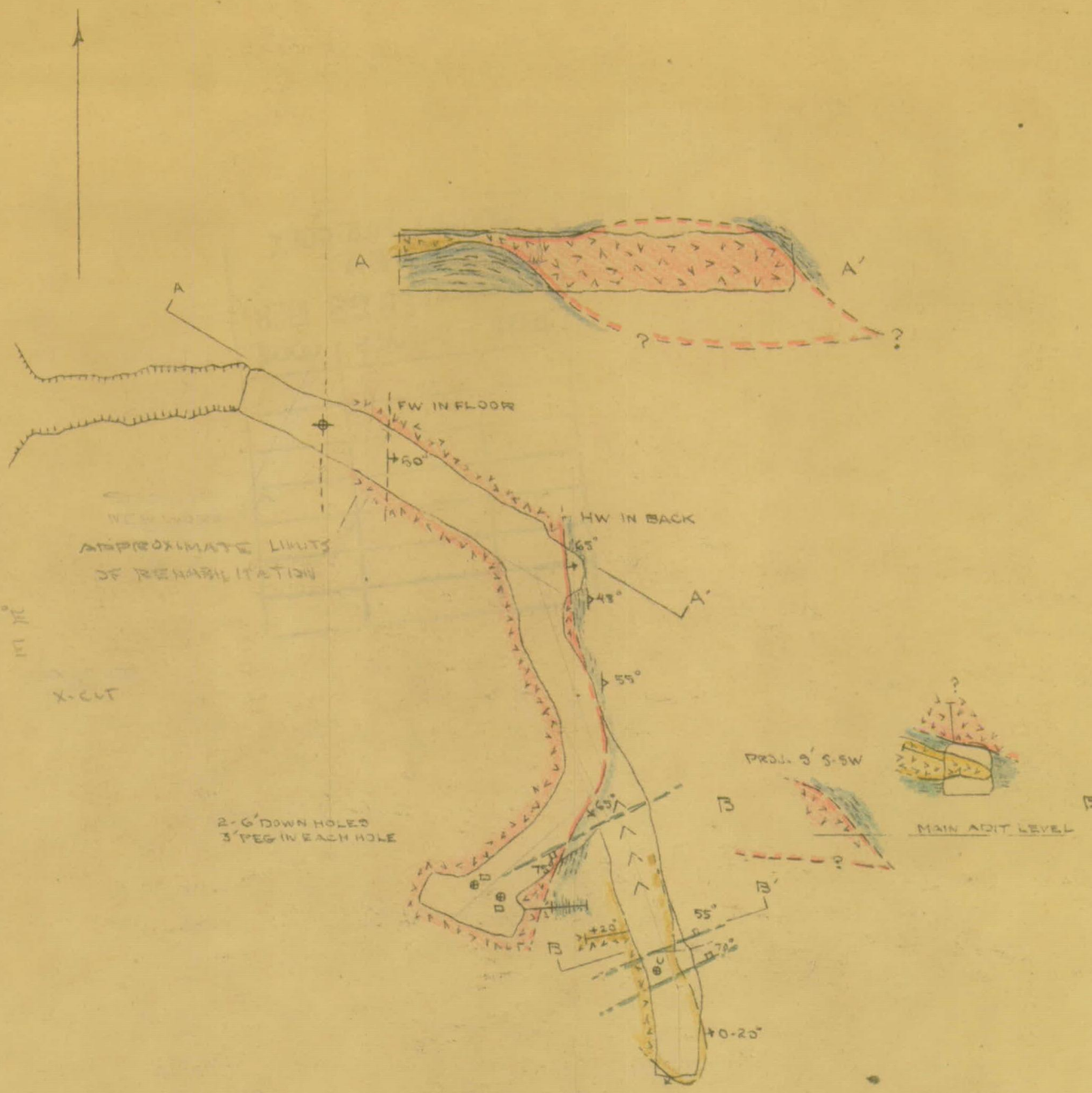
LEANING LOCUST NO. 2

AVERY COUNTY, NORTH CAROLINA

DMEA - ~~4512~~ 4055 (MICA)

SCALE: 1" = 20'

RECEIVED
JAN 23 1957
D.M.E.A.



LEANING LOCUST - AMENDMENT III
AVERY COUNTY, NORTH CAROLINA

DMEA-4055, Idm-E925
(MICA)

SCALE: 1" = 20'

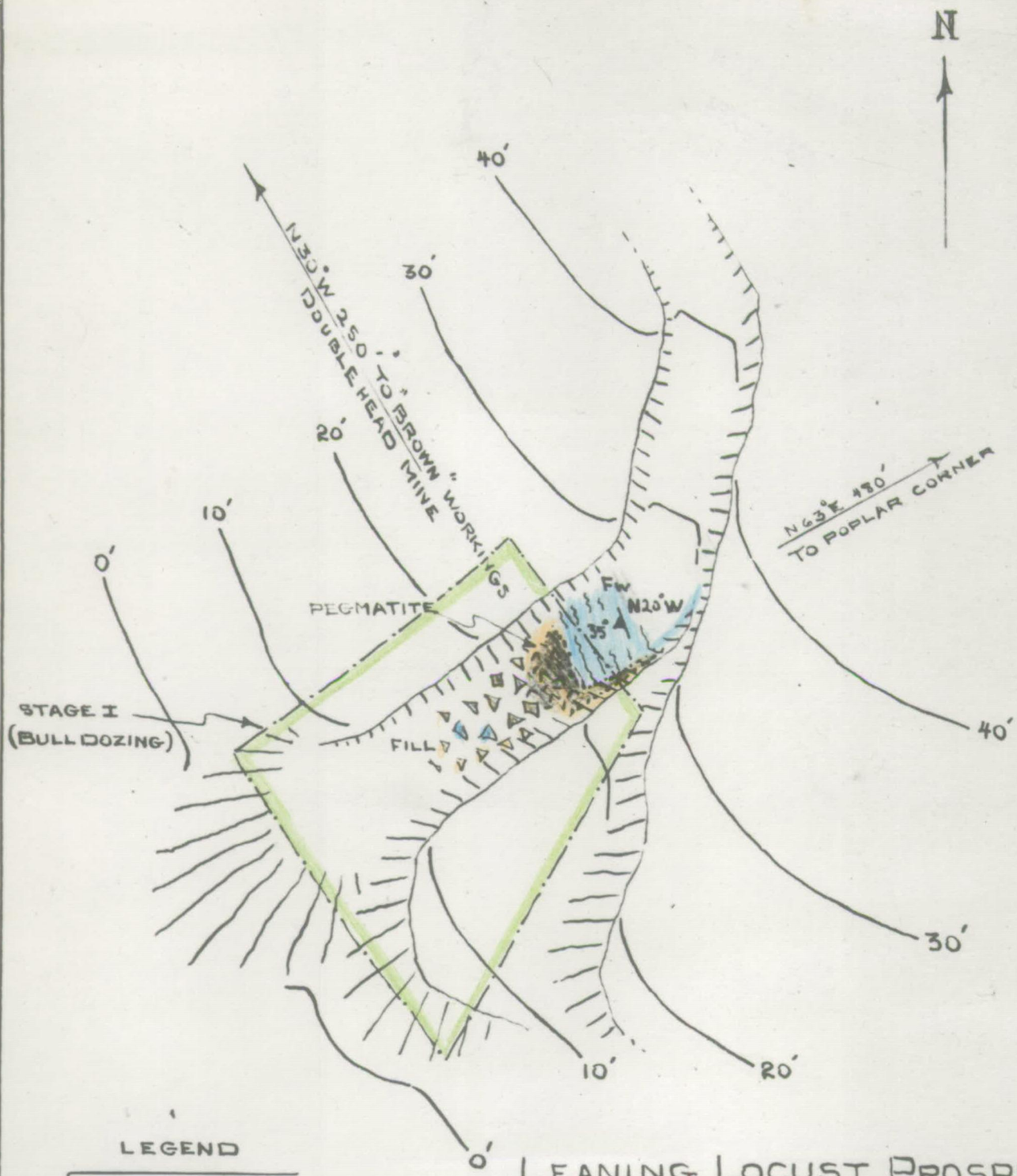
LEGEND

- PERTHITIC, QTZ-MICA DEFICIENT PEGMATITE
- PLAG.-QTZ-MUSCOVITE PEGMATITE
- QTZ-MUSCOVITE-BIOTITE GNEISS
- EXCAVATION
- HORIZONTAL OR NEAR-HORIZONTAL PERCUSSION TEST HOLE
- VERTICAL UP (U) OR DOWN (D) PERCUSSION TEST HOLE
- MINOR FAULT OR JOINT

JCB 2/58

OFFICIAL FILE COPY
DMEA
RECEIVED FEB 28 1958

DATE	INITIALS	CODE



LEGEND

- GNEISS
- MICA BEARING PEGMATITE
- BROKEN ROCK FILL
- Stage I

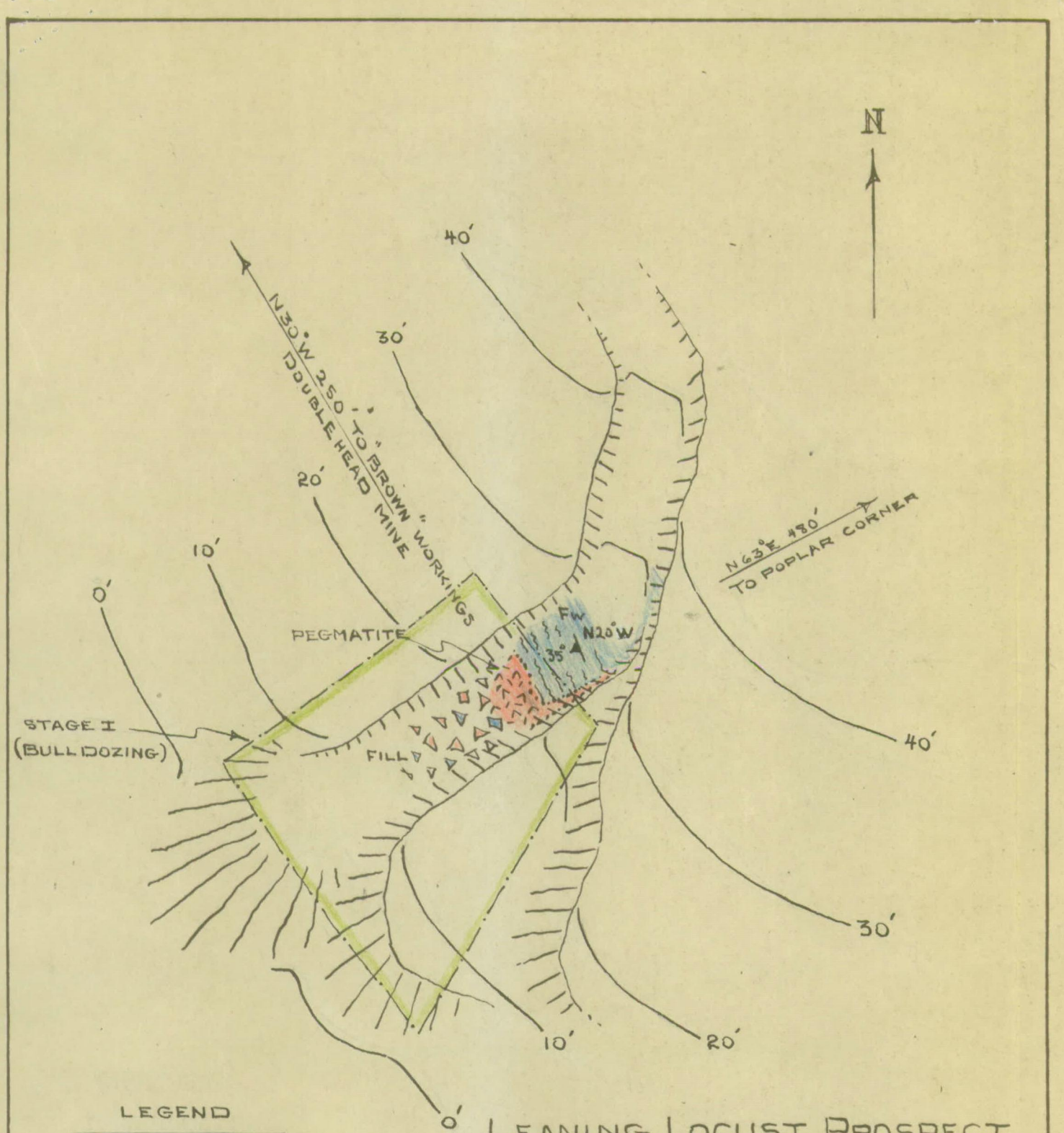
LEANING LOCUST PROSPECT
AVERY COUNTY, N.C.

DMEA-4055 (MICA)

SCALE: 1" = 20'

1/56 SCB

RECEIVED
MAY 7 - 1953



LEGEND

- GNEISS
- MICA BEARING PEGMATITE
- BROKEN ROCK FILL
- Stage I

LEANING LOCUST PROSPECT
AVERY COUNTY, N. C.

DMEA-4055 (MICA)

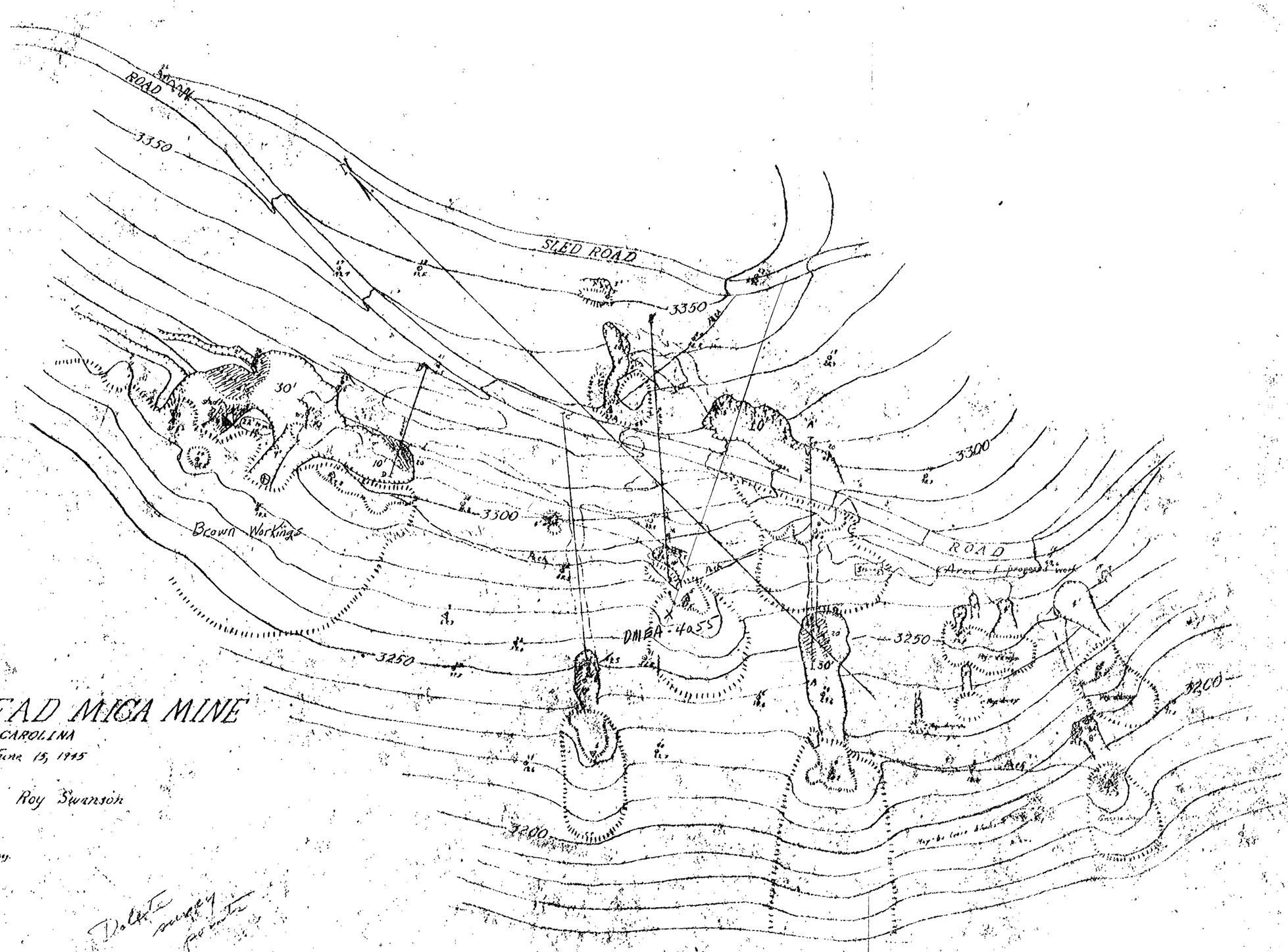
SCALE: 1" = 20'

1/56 SCB

RECEIVED
NOV 16 1956
D.M.E.A.

RECEIVED
JAN 9 1956

DMEA
3 2/2 not certified



DOUBLEHEAD MICA MINE

AVERY COUNTY, NORTH CAROLINA

Scale 1" = 40' June 15, 1945

Mapped by

James R. Wolfe, Jr. & Roy Swanson

Delete survey points