AMEA 4237

DOCKET INDEX

ACTION DOCUMENTS

1. APPLICATION — DATE RECEIVED 4-3-56

2. CONTRACT — E 1014 — DATE 9-27-56

3. TERMINATION AGREEMENT — DATE

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

4. CERTIFICATION — DATE

5. AUDIT REPORT — DATE

6. AMENDMENTS - NUMBERS — DATE

Docket copy

MF-200A
(Rev. April 1956)

RECEIVED
OCT 24 1956

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

DMEA No.	Commodity	Contract No. Idm-E	County	State
4237	Mica	1014	Mitchell	North Carolina

It is agreed SEP 27 1956, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Ed Huskins and Fred Gage, partners

whose mailing address is Route 3, Bakersville, 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 DEC 1 1956, and, subject to the provisions of Article 7 and Exhibit A, shall complete the work within 6 months from the date of the contract.

(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 $2,696.00. The Government will contribute 75 percent of the fixed unit cost of the work performed, not exceeding $2,022.00, 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: none.

(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 of owners

(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.

(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 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, 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.*—

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Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

ED HUSKINS AND FRED GAGE, partners
(Operator)

By Fred Gage
Fred Gage (Partner)

By
Ed Huskins (Partner)
Ed Huskins

By C. J. Mittendorf
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

EXPLORATION PROJECT CONTRACT
ED HUSKINS AND FRED GAGE
DOCKET NO. DMRA-4237

ANNEX I

The land referred to in Article 2 of the contract is known as the Briggs Prospect, and is held by the Operator under a lease dated March 26, 1956, from E. L. Briggs and Eloise Briggs. The land is located 1.13 airline miles N. 58° W. from the intersection of Highway 26 and the Mine Creek Road and lies adjacent to the creek and about 150 feet southwest of the Mine Creek Road, in Mitchell County, North Carolina, on the Micaville Quadrangle, TVA Ed. 1934 (1/24,000). The land is described as follows:

> Beginning on an iron stake at the center of what is known as the Briggs Prospect which is located about 285 feet West to an Oak tree which is a corner in the property line between George Howell, Roy Grindstaff and E. L. Briggs, as shown on deed recorded in Book No. 99, Page No. 551 in Register of Deeds Office, Bakersville, N. C.; and running 250' North; thence 250' West; thence 500' South; thence 500' East; thence 500' North; thence 250' West to a point of closing. This property located on Mine Creek approximately four miles East of Bakersville, N. C.

RECEIVED
OCT 24 1956

EXPLORATION PROJECT CONTRACT
ED RUSKINS AND FRED GAGE
DOCKET NO. DMEA-4237

EXHIBIT "A"

Description of the Work

Exploration for concentrations of strategic mica shall be performed in the area indicated on the attached map entitled "Briggs Prospect, Mitchell County, North Carolina, DMEA-4237 (mica)," as follows:

1. Prepare adit portal by slabbing off 3 to 5 feet of north side of existing open cut for a distance of approximately 30 feet.

2. 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 lumber, with protective roof covering; and shall be equipped with lock and key.

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

3. Explore the pegmatite by driving not more than 80 feet of adit and/or crosscut.

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

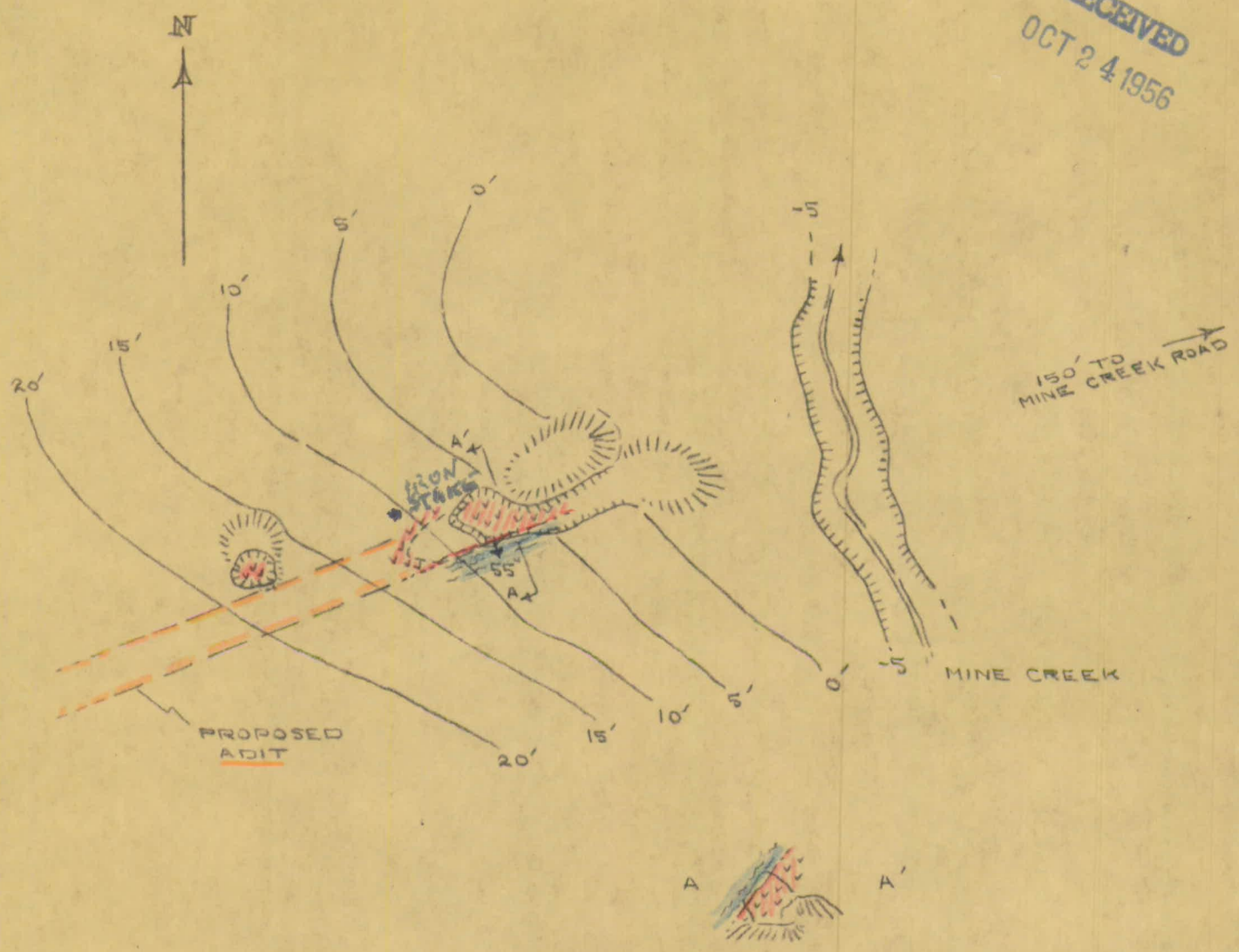
The location, inclination, direction, and extent of all work are subject to the approval of the Government.

Fixed Unit Costs

1. Prepare adit portal 1/		$ 100.00	
2. Construct -			
Toolhouse 1/	$ 78.00		
Powder Magazine1/	25.00		
Exploder magazine 1/	13.00	116.00	
3. Drive 80 feet of adit and/or crosscut @ $21.00/ft.		1,680.00	
Estimated Total Cost of Project			$2,696.00
Government Participation @ 75%			$2,022.00

1/ The completed work constitutes the unit.

RECEIVED
OCT 24 1956



BRIGGS PROSPECT

MITCHELL COUNTY, NORTH CAROLINA

DMEA - 4237 (MICA)

LEGEND

- MICA-BEARING PEGMATITE
- MICA GNEISS AND SCHIST
- EXCAVATION
- DUMP

SCALE: 1" = 20'

7/56

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 1014
Contract Date SEP 27 1956

RECEIVED OCT 24 1956

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Mitchell, State of North Carolina, described as follows: 2/ Beginning on an iron stake at the center of what is known as the Briggs Prospect which is located about 285 feet West to an Oak tree which is a corner in the property line between George Howell, Roy Grindstaff and E. L. Briggs, as shown on deed recorded in Book No. 99, Page No. 551 in Register of Deeds Office, Bakersville, N. C.; and running 250' North; thence 250' West; thence 500' South; thence 500' East; thence 500' North:; thence 250' West to a point of closing. This property located on Mine Creek approximately four miles East of Bakersville, N. C. Being the same land leased by the undersigned to Ed Huskins and Fred Gage in an instrument dated March 26, 1956, notwithstanding the description therein varies from the foregoing.
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.)

None

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 5th day of Oct, 1956.

E. H. Briggs	[Seal]	Bermuda N.C.	[Address]
Elsie Briggs	[Seal]	"	[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

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]

~~The land covered by the description on this form is identical with the land described in the lease dated March 26, 1956.~~

DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 4237

DO NOT DETACH THIS SLIP

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

This document has been recorded as

Exploration

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

Cys/ BH, GS, Region V

Routing Slip

To:	600	Date	4/4/56
To:	Mr Anderson	Date	4-4-56
To:	Oper Com	Date	4-13-56
To:	F.E. Johnson	Date	4-16-56
To:	COON	Date	4-16-56
To:	Oper Com	Date	7-16-56
To:	F.E. Johnson	Date	7-16-56
To:	COON	Date	7-16-56
To:	COON	Date	8-3-56
To:	COON	Date	8-21-56
To:	Oper Com.	Date	9-25-56
To:	F.E. Johnson	Date	9-26-56
To:	M & 7	Date	10-24-56
To:		Date	
To:		Date	

DO NOT DETACH

CONTROLLED DOCUMENT

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
6/21	Anderson	600
6/21	Houk	600
6-21	Chambers	800
6/21	Sellers Jr	120
"	Johnson	110
24	Mittendorf	100
6/25	C	220
		225

600

JUN 24 1957

Messrs. Ed Huskins
and Fred Gage
Route 3
Bakersville, North Carolina

Re: Docket No. DMEA-4237-Mica
Ed Huskins and Fred Gage
Briggs Prospect
Mitchell County, North Carolina
Contract No. Idm-E1014

Gentlemen:

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

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

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

Sincerely yours,

C. O. Mittendorf
Administrator

WCAnderson:rsi 6/21/57
Copy to: Admr. R. File
Mr. Chambers
Field Team, Region V
Mr. Kiilsgaafd, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
6/21	Anderson	600
6/24	[illegible]	600
6-21	Chambers	800
6/21	Selledge	120
"	[illegible]	110
24	Mittendorf	100
		220

600

JUN 24 1957

Mr. and Mrs. E. L. Briggs

Burnsville, North Carolina

Re: Docket No. DMEA-4237-Mica
Ed Huskins and Fred Gage
Briggs Prospect
Mitchell County, North Carolina
Contract No. Idm-E1014

Dear Mr. and Mrs. Briggs:

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

This correspondence relates to the Consent to Lien and Subordination Agreement signed by you on September 5, 1956.

Sincerely yours,

C. O. Mittendorf
(esf)
Administrator

Enclosure

WCAnderson:rsi 6/21/57
Copy to: Admr. R. File
Mr. Chambers
Field Team, Region V
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
6/21	Anderson	600
		220

600

June 21, 1957

Project Summary Report

By: Walter C. Anderson, Division of Nonmetallic Minerals

1. Docket No. DMEA-4237-Mica
Contract No. Idm-E1014
Briggs Prospect
Mitchell County, North Carolina

Application: Form MF-103(April, 1952) received April 3, 1956.

Work proposed by Applicant:

Bulldozing	$150.00
70 feet of shaft @ $50.00/ft.	3,500.00
100 feet of drift @ $35.00/ft.	3,500.00
Amount requested	$7,150.00

Operators: Ed Huskins and Fred Gage
Rt. 3, Bakersville, North Carolina

Operator's Property Rights: Five year mining lease on the Briggs property consisting of 5 plus acres, dated March 26, 1956. Consent to Lien and Subordination Agreement of Lessors, dated September 5, 1956.

2. Contract: Form MF-200A(April, 1956) dated September 27, 1956.

Work Authorized:

Preparation adit portal	$100.00
Construction - Toolhouse, powder and exploder magazine	116.00
80 feet of adit and/or crosscut @ $31.00/ft.	2,480.00
Estimated total cost of project	$2,696.00
Government participation @ 75%	$2,022.00

Amendments: None
Work Completed: Same as authorized.
Work began on October 16, 1956 and was completed on December 11, 1956.
Field Team Final Report received January 10, 1957.
Operator's Final Report received December 28, 1956.
No equipment purchased under contract.

3. Audit: Report of Review issued January 25, 1957.

Total accepted cost	$2,696.00
Government participation	$2,022.00

4. Certification of Discovery - None issued.
No production of mica during project.
No mica reserves outlined.

5. Comments:

How Conducted: All of the work in which the Government participated was acceptable.

Operation: Good.

Engineering: Reporting by the Operators was good.

Geologic Premise: A promising pegmatite 40 feet long by 4 feet wide was proven to be barren of mica by 80 feet of adit.

Geologic Criteria Upon Which Work was Based:

1. Pegmatite: 5 feet wide and exposed for strike length of 40 feet, composed of weathered soda and potash feldspars, fine to coarse disseminated quartz, and considerable fine muscovite.
2. Mica: Greenish brown, flat, no reeves, cracking and rare intergrowths of biotite.
3. Some mica recovered, but not sold.

Geologic Criteria Developed During Project:

1. Pegmatite: Barren, concordant, consisting of fine grained soda and potash feldspar with interstitial quartz, 3 feet thick at portal, narrowed to 2 inches at the 30 foot point, then thickened to 4 feet at the 80 foot point.
2. Mica: Sparse, poor stained, flat, and up to 3 inches across.
3. Country rock: Weathered mica gneiss and schist.

Future Possibilities: None.

Receommendation:- The Division of Nonmetallic Minerals and the Commodity Members of the Bureau of Mines and Geological Survey concur in the Field Team's recommendation not to certify.

Walter C. Anderson

Walter C. Anderson
Division of Nonmetallic Minerals

WCAnderson:rsi 6/21/57
Copy to: Admr. R. File
Mr. Houk

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

OFFICIAL FILE COPY
DMEA
RECEIVED JAN 18 1957

DATE	INITIALS	CODE
1-18	CW	220
		225

January 18, 1957

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA-437 (mica)

Applicant: Ed Huskins

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

Contract Number: Idm-E 1014

Date of Field Team Report: 1/8/57

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 1/15/57

Field Team Recommendation: Recommend that no certification be issued.

Comments:

1. Only a few pieces of muscovite were recovered from a barren pegmatite, in 80 feet of adit drifting.
2. Expenditures

Total approved	$2,696
Total cost	2,696
Gov't. share of the cost	2,022
Value of producting during operation	None

3. Reserves of strategic mica are estimated to be negligible.

Recommendation:

I concur with the recommendation of the field team that no certification be issued.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

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

CENTRAL FILE COPY
DMEA
RECEIVED JAN 18 1957

DATE	INITIALS	CODE
1-18	CW	220
		225

January 17, 1957

Re: DMEA 4237 Idm-E1014
Ed Huskins and Fred Gage
Briggs Prospect
Mitchell County, N. C.
$2,696 - 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

A contract was awarded approving the driving of 80 feet of drift adit on a 5-foot pegmatite, exposed for 40 feet in a trench. Little mica was visible but the applicants claimed they had recovered 200 pounds of block muscovite by little work.

The examiners concluded the asserted production record and the environment justified a contract.

The pegmatite drifted upon yielded no muscovite and the examiners and the Field Team recommend that no certification be made.

I concur with the recommendation.

N. E. Nelson

N. E. Nelson

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

RECEIVED JAN 10 1957
DMEA
Date | Initials | Code
1/10 | JKY | 130 110
1/16 | | 130 218
1-16 | C | 220 225

January 8, 1957

Memorandum

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

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

Subject: Final Report - DMEA-4237, Idm-E1014 Briggs Prospect
Mitchell County, North Carolina (Mica)
Ed Huskins and Fred Gage, Route 3, Bakersville, N. C.

Enclosed are the original and three copies of the subject final report.

The Field Team agrees with the field examiners' recommendation that no certification be issued.

V. J. Lynch
V. J. Lynch
Acting Executive Officer

Helmuth Wedow, Jr.
Helmuth Wedow, Jr.
Geologist
U. S. Geological Survey

Enclosures 4

Reviewed by
DMEA OPERATING COMMITTEE
1-14-57
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

~~130~~
110
130 JHB

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT

DMEA-4237, Idm-E1014, BRIGGS PROSPECT
Mitchell County, N. C. (Mica)

By

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

and

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

Reviewed by
DMEA OPERATING COMMITTEE
1-14-57
(date)

January 4, 1957

EXPLORATION PROJECT CONTRACT

FINAL REPORT

DMEA-4237, Idm-E1014 (mica) BRICKS PROSPECT
Mitchell County, North Carolina

Operator: Ed Huskins and Fred Gage, Route 3, Bakersville, N. C.

Summary

Only a few pieces of muscovite were recovered from a barren pegmatite. Further work is not warranted. It is recommended that no certification be issued.

Introduction

The prospect is 1.15 air miles N. 58° W. from the junction of U. S. Highway 26 and Mine Creek road in Mitchell County, North Carolina.

Work began on October 16, 1956, and ended on December 11, 1956. It consisted of the construction of a tool house and magazines, and the driving of 80 feet of adit drift on pegmatite.

The work was performed satisfactorily. No equipment was purchased by the government.

Geology

A barren, concordant, pegmatite consisting of fine grained potash and soda feldspar with interstitial quartz narrowed from 3 feet at the adit portal to 2 inches at the 30-ft point, then thickened to 4 feet near the 80-ft point. Graphic-granite was noted throughout the body. The body strikes N. 80° E. and dips 45° - 60° SE.

Five pounds of poor stained, flat and lock small ruby "mine-run-block" muscovite was recovered; the largest being 3 inches wide. No reserves were outlined.

The country rock, a weathered mica gneiss and schist, exhibits a slightly migmatized zone adjacent to the contacts with the pegmatite.

Expenditures

(a)	Total approved	$2,696
(b)	Total cost of project	2,696
(c)	Government's share of cost spent	2,022
(d)	Government's share unexpended	none
(e)	Value of production	none

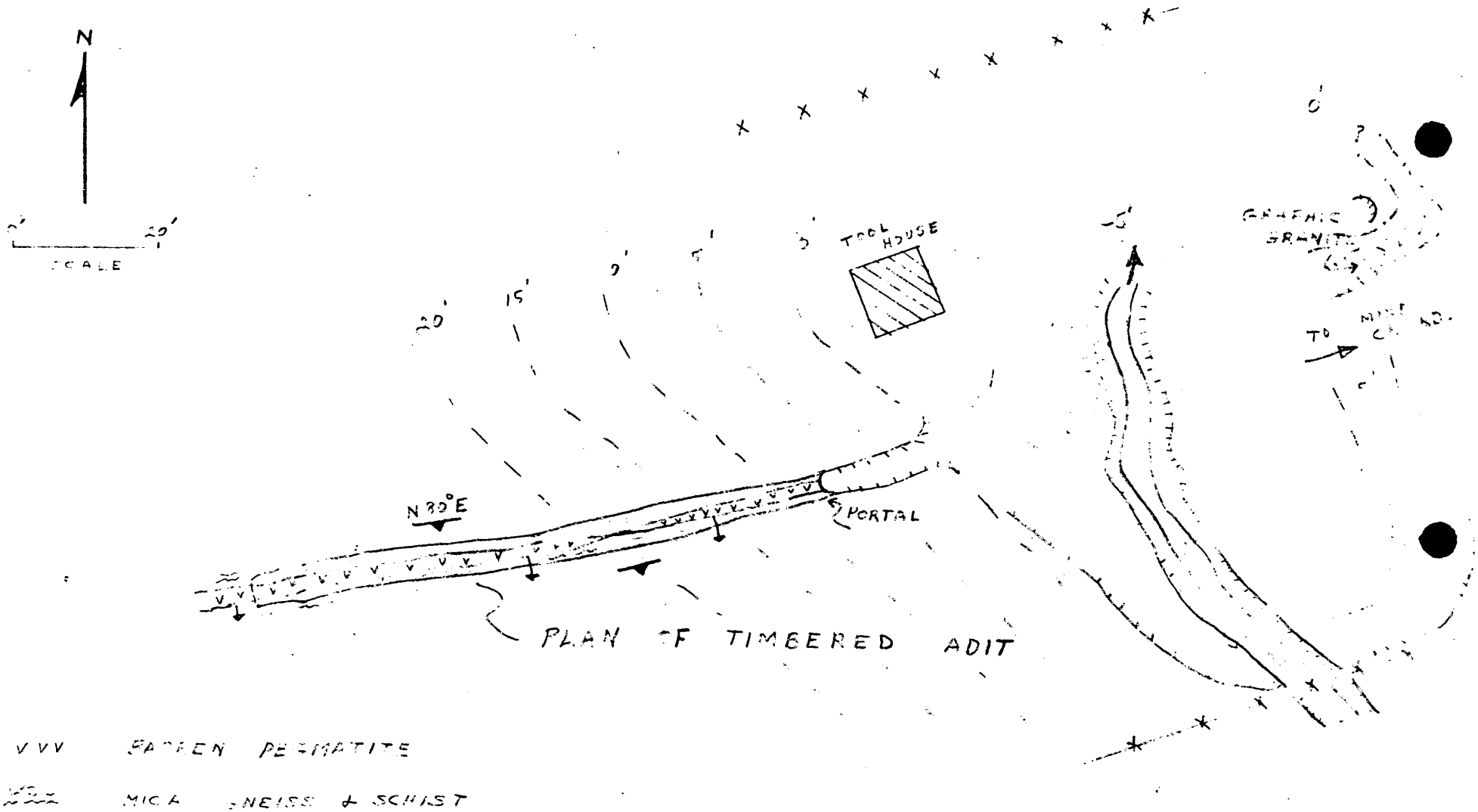
A. R. Taylor and S. C. Bergman, Geologists
U. S. Geological Survey

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

BRIGGS PROS.

DMEA - 4237 (MICA)

MITCHELL CO., N.C.



RECEIVED
JAN 10 1957
J.M.E.A.

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

RECEIVED
DEC 28 1956
D.M.E.A.

December 27, 1956

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Operator's Final Report - Idm-E1014, DMEA-4237-Mica
Briggs Prospect, Mitchell County, N. C.

Transmitted are four copies of the subject final report from the Operator.

The Field Team final report is in preparation.

V. J. Lynch

V. J. Lynch

RECEIVED
DEC 28 1956
D.M.E.A.

Spruce Pine, North Carolina
December 17, 1956

Mr. Robert A. Laurence, Executive Officer
D.M.E.A., Region V
Room 13, Post Office Building
Knoxville, Tennessee

Re: DMEA 4237, Idm-E 1014-Mica
Briggs Prospect
Mitchell County, North Carolina

Dear Mr. Laurence:

We began work on the above Project on October 15, 1956, and completed our contract on December 14, 1956.

In October we moved in equipment, sat up powder and exploder Magazines, constructed a toolhouse, prepared adit portal and completed 25 ft. of drift. In November we completed 34 ft. of drift, making good progress, but finding no mica. In the month of December we Completed 21 ft. of drift, which completed our contract. There was no mica recovered from the entire contract.

We wish to thank the field team for their assistance on the Briggs Prospect. If further details are necessary, please contact us.

Very truly yours,

Ed Huskins

Ed Huskins, and Fred Gage

P/j

RECEIVED
DEC 21 1956

ACTION ON INTERIM
OR FINAL FIELD TEAM REPORT
Date 2 6 DEC 1956

Referred to:

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

Note comments in report regarding:

1. Finished - bust!

2.

3.

4.

and take appropriate action.

- - - - - - - -

Action taken by Division

Robert E. Adams

RECEIVED
DEC 26 1956
D.M.E.A.

INTERIM REPORT

DMEA-4237, Idm-E1014 (mica) BRIGGS PROSPECT

Operator: Ed Huskins and Fred Gage, Route No. 3, Bakersville, North Carolina

Location: 1.15 airline miles N58°W from the intersection of U. S. Highway 26 and the mine creek road, Mitchell County, North Carolina

This contract has been completed without making a worthwhile discovery of strategic mica. Work completed under the contract consisted of adit portal preparation and driving 80 feet of drift. The drift work followed a narrow pegmatite body that did not exceed 4 feet in thickness, striking N70-80°E and dipping 45-55°SE. The enclosing rock, a biotite gneiss, was highly weathered and required solid top and side lagging to the present face. Mica production was negligible; most of that recovered was badly stained and only a few blocks would be classified as strategic mica.

Certification will not be recommended by the Field Examiners because no reserves can be outlined. The operator does not plan to continue any exploration at his own expense.

L. E. Shirley

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

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

December 11, 1956

RECEIVED
DEC 10 1956
D.M.E.A.

INTERIM REPORT

DMEA-4237, Idm-E1014 (mica) BRIGGS PROSPECT

Operator: Ed Huskins and Fred Gage, Route No. 3, Bakersville, North Carolina

Location: 1.15 airline miles N58°W from the intersection of U. S. Highway 26 and the Mine Creek Road, Mitchell County, North Carolina

Drifting continues to the southwest on this contract and now totals 59 feet. No change was noted in the pegmatite from that already reported. Mica production continues to be sparse. The operator was advised to continue timbering until unweathered country rock is encountered. Recent progress has been slow.

Mr. R. A. Laurence, DMEA Executive Officer, Region V, accompanied the Examiners on this visit to the mine.

L. E. Shirley

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

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

November 27, 1956

RECEIVED
NOV 23 1956
D.M.E.A.

INTERIM REPORT

DMEA-4237, Idm-E1014 (mica) BRIGGS PROSPECT

Operator: Ed Huskins and Fred Gage, Route No. 3, Bakersville, North Carolina

Location: 1.15 airline miles N58°W from the intersection of U. S. Highway 26 and the Mine Creek Road, Mitchell County, North Carolina

Drifting continues on this contract and now totals 53.5 feet, an advance of 28.5 feet during the interim. Neither the attitude nor the composition of the body has changed appreciably. The adit is being driven S80°W and has followed pegmatite for the entire distance. Thickness of the body has varied from 3 feet to 6 inches and in the present heading the body is about 2.5 feet thick. A 1 foot "burr" zone was noted on the hanging wall near the present face. Most of the mica recovered to date has been small, sparsely distributed blocks from the hanging wall area. Mica observed contains considerable stain and is bent or curved where it occurs as medium sizes.

Continued timbering needs were discussed with the operator. The country rock, a highly weathered biotite gneiss requires solid top lagging.

Progress on this contract has been good.

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

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

November 13, 1956

INTERIM REPORT

DMEA-4237, Idm-E1014 (mica) BRIGGS PROSPECT

Operator: Ed Huskins and Fred Gage, Route No. 3, Bakersville, North Carolina

Location: 1.15 airline miles N58°W from the intersection of U. S. Highway 26 and the Mine Creek road, Mitchell County, North Carolina

The starting date on this contract is October 16, 1956. Drifting is underway and has advanced 25 feet. The drift is being driven in a S80°W direction following a pegmatite striking N80°E and dipping 60°SE. The body was reported to be about 3 feet thick at the portal of the adit, but has narrowed to a maximum of 14 inches in the present face. Only a few, thin, scattered blocks of mica have been recovered to date, most of which is stained badly and contains intergrowths of biotite.

An excellent timbering job has been accomplished for the first 20 feet of adit. Stulls have been set on 6 foot centers and support solid top and side lagging. The operator was advised to continue the timbering, due to the weathered nature of the enclosing rock, a biotite gneiss.

Equipment at the mine and now in use consists of a 105 c.f.m. air compressor with necessary drilling attachments

and necessary hand tools. A toolhouse, powder magazine and exploder magazine have been built and are now in use. Progress on this contract has been good.

L. E. Shirley

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

A. R. Taylor

A. R. Taylor, Geologist
U. S. Geological Survey

October 30, 1956

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

RECEIVED
OCT 24 1956

October 22, 1956

Memorandum

To: Operating Committee, DMEA - Washington

From: Acting Executive Officer, DMEA - Region V - Knoxville

Subject: Signed Contract - Idm-E1014, DMEA-4237 (mica)
Ed Huskins & Fred Gage, Bakersville, N.C.

Transmitted are three signed copies of the subject contract.

The usual distribution of the other copies has been made by this office.

V. J. Lynch

V. J. Lynch

RECEIVED
OCT - 4 1956

October 2, 1956

Mr. Ed Huskins
Route #3
Bakersville, North Carolina

Re: DMEA-4237 (mica)
Ed Huskins & Fred Gage
Briggs Prospect, Mitchell
County, N.C.

Dear Mr. Huskins:

A contract for exploration at the Briggs Prospect, providing for 80 feet of adit and/or crosscut at a unit cost of $31.00 per foot, and an estimated total amount of $2,696.00 (of which the Government's 75% participation would be $2,022.00) has been approved.

However, before I can submit the proposed contract to you for execution, it will be necessary to have the Consent to Lien signed by the lessors, E. L. Briggs and Eloise Briggs. Please have both Mr. and Mrs. Briggs sign all seven of the enclosed forms (MF-205), and return six of them to me. The seventh copy should be kept by Mr. Briggs.

Also, please indicate on the enclosed map, the location of the iron stake which is the beginning point of the land description, and return the map to me.

I will forward the contract for your signature as soon as I receive the above items.

Very truly yours,

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

RAL/zm
cc:
Opr. Com.-2
Lynch
Shirley
Files

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

DOCKET COPY
Surname:
Anderson
Chairman
Selfridge
Bowman
Mitchell

SEP 27 1956

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

Re: Docket No. DMEA-4237-mica
Ed Huskins and Fred Gage
Briggs Prospect
Mitchell County, North Carolina

Dear Mr. Laurence:

Enclosed are the original and five copies of a proposed contract which have been signed by the Administrator for the Government with effective date as shown. Attachments to the contract are Annex I (1 page), Consent to Lien, Exhibit "A" (2 pages), and map of the Briggs Prospect. Two extra copies of Annex I, Exhibit "A" and the map are enclosed for the use of the Field Team.

Execution of this contract is subject to the obtaining of signatures on the Consent to Lien of the lessors, E. L. Briggs and Eloise Briggs. Also, it will be appreciated, if possible, to have the location of the iron stake referred to in the land description marked on the attached map.

If the proposed contract meets with your approval, present it to the applicants for execution. Please explain to the applicants 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 applicants and cannot be amended within your delegated authority, then the original and all copies of the contract and the two extra copies of Annex I, Exhibit "A" and the map are to be returned to this office, together with the proposed changes for consideration.

Copies of memoranda dated July 16 and 18, 1956, by Mr. N. E. Nelson, USGS, and Mr. W. F. Dietrich, USBM, respectively, relating to the project are enclosed.

Approved:

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

Thor H. Kiilsgaard (THK)
Member, Geological Survey

Enclosures: 12

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GCS)

RCS.

WCAnderson:ms 9/25/56
Copy to: Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Admr. R. File

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

140

1956

Mr. R. L. Briggs
Attorney at Law
Burnsville, North Carolina

Re: Docket No. DMEA-2784 (Misc)
H. J. Twiggs and W. S. Glenn
Sam Hopkins Mine
Yancey County, North Carolina
Contract No. Idm-2515

Docket No. DMEA-4237 (Misc)
Ed Hopkins and Fred Gage
Briggs Prospect
Mitchell County, North Carolina

Dear Mr. Briggs:

Your letter dated August 6, 1956, in response to my letter of August 3, 1956, requesting payment of royalty, enclosed a check for the Government's royalty on current sales of production from the Sam Hopkins Mine. You also expressed doubt as to your liability for royalty on production by H. J. Twiggs, and by Buchanan and Davis from said mine, apparently on the ground that certification of discovery or development had not been issued by the Government at the time when the production in question was made. We shall set forth below the facts concerning liability for royalty as disclosed by our review of the docket concerning the subject contract.

Article 6(a) of the contract in question provided that:

> ". . . In the event of . . . certification, any minerals mined or produced from the date of the contract, including any mined or produced before the certification, shall be subject to a percentage royalty . . . to the Government . . ."

This language clearly establishes the Government's right to royalty on production made prior to the date a discovery or development is certified. The Generic Consent to Lien executed by you as an inducement for the Government to enter into the contract with the Operator, provided that you undertook and agreed "to secure the payment to the Government of the percentage royalty on production provided for under the terms of said exploration project contract . . ." and ". . .

DMEA Docket (2)

granted to the Government a lien upon the land . . ." The project was certified on September 22, 1955, and you were advised of this fact in a letter dated October 11, 1955.

You will recall that the Operator stopped work about December 1953 and the Government granted the Operator several extensions of time to permit the completion of the work; although the work was never completed. It was during the period of work suspension that the Government inquired of you in a letter dated December 20, 1954, whether you had cancelled the Twiggs lease. Your response, dated December 24, 1954, indicated that the lease had not been cancelled, that it would not be cancelled if the parties returned to work within 10 days, and that you desired to know your responsibility for the Government's royalty in the event of production by another lessee. My letter, dated February 23, 1955, suggested that any new lease you executed should be made subject to royalty claims that might run to the Government from the exploration contract, and informed you that the Government had expended $4,680.00 under the contract, the amount repayable to it.

In a letter dated January 16, 1956, we asked that you inform us of the production figures for the Twiggs property and the amount of royalty you had received. My letter to you, dated April 17, 1956, stated that we had not received any response to my letter of January 16, 1956, and informed you that if Twiggs and Glenn did not pay the royalty owed by them, the Government would look to you for it.

In view of these facts, we were puzzled by your reaction to our letter dated August 3, 1956, particularly since a large number of DMEA exploration contracts have been executed with your lessees, and it might reasonably be expected that, from this experience, you are familiar with the contract terms.

The Government assumes that a landowner undertakes the obligations of our Consent-to-Lien form because he expects that the exploration work will benefit his land. Therefore, he must also expect that he may be called upon, on occasion, to fulfill his obligations.

Accordingly, the Government would not be justified in accepting security for a new contract from the same source of security as was in default under another contract. However, our letter did not suggest, as your letter intimated, that new applications for projects on your property would be prejudiced because of experience under the

subject contract. Rather, our letter stated "that special arrangements in lieu of your Consent to Lien will be required" if the royalty under discussion is not paid.

Sincerely yours,

E. O. Mittendorf

Administrator

HCRubin/emd 8/14/56

Copy to: DMEA Docket (2)
Adm. Reading File
Op. Comm.
T. H. Kiilsgaard
W. F. Dietrich
L. G. Houk
Field Team, Reg. V (2)
R. P. Dwyer
J. L. Chambers
H. C. Rubin
chron.
pending

Check for 12.64 given to Miss Barr to send to Ex. Of.

E. L. BRIGGS
ATTORNEY AT LAW
BURNSVILLE, N. C.
TELEPHONE 40

August 6th, 1956.

Mr. C.O. Mithendorf
D.M.E.A.
Dep't of the Interior
Washington 25, D.C.

[redacted]

Dear sir;

Re- Docket No. DMEA-2784 (Mica)
N.J. Twiggs and W.S. Glenn
Sam Huskins Mine, Yancey County, N.C.
Contract No. Idm-E519
Docket No. DMEA No. 4237 (Mica) Ed Huskins
Fred Gage; Briggs Prospect, Mitchell County
N.C.

Find enclosed my check for the sum of $12.64 which is 5% of the sale price of $253.09 worth of mica sold by Sam Ollis from the Sam Huskins Mica Mine. $222.24 sold to the Mica Depot at Spruce Pine, N.C. on 7-13-56, and $30.85 sold July 13th, 1956, at Spruce Pine, N.C. to the English Mica Co.

Now Mr. Mithendorf as to the sum of $76.68 that you say I owe on mica sold at a prief date by N.J. Twiggs, and by Vance Buchanan and Finley Davis to Carpenter and Phillips, I will admit that I knew that Buchanan and Davis sold this mica and paid me a royalty of 1/8th on same, news to the amounts sold by Twiggs I do not know that to be the fact for they did not pay me any royalty on same.

At the time Buchanan and Davis paid me the royalty I had never been advised that the Sam Huskins mine had been certified I had written you and you had never advised me that same had been certified so naturaly I did not try and collect any royalty for the DMEA. Now as to Twiggs and Glenn I never knew that I was to the the collection agent for the DMEA. and if I had known that I had to carry out the contract between the DMEA. and them I would never have signed any papers for a contract on this. Do you think it fair to me to force me to collect the debts of the DMEA between them and the people they deal with? it is hard enough for me to carry on my little business without being forced to collect the royalties that are due the DMEA by other parties.

Now you come along and say that if I do not pay these other parties debts that you will hold that against me and not grant any more leases to parties that want to lease my lands, is that fair or is it more in line with forcing me to pay something that I do not owe? If I had known that I was to be your collection agent I would have tried to see to it that these royalties were paid.

E. L. BRIGGS
ATTORNEY AT LAW
BURNSVILLE, N. C.

TELEPHONE 46

Will you please advise me by return mail showing me when and how you advised me that I was to collect the 5% that was due the DMEA by these parties. I have never had any notice to that effect.

If there is something in the papers I signed showing that I was liable for the royalties these parties owed shw me that and I will gladly send in this sum of $76.68 that you claim I am liable for. In the mean time I think in all fairness to me that you should not hold up this application of Huskins and Gage.

I think you know me well enough to know that if I owe a debt that I will sure pay same and all you have to do is to convince me that I owe this $76.68 and I will pay same even if I think it is unjust to pay same. You will have to admit that I have received no such sum from any of these parties. In fact Twiggs and Glenn left oweing me about $165.00 machinery rent and I have never collected that as of this date.

I again want to assure you that I want to play fair and be honest in all my dealings with everone and I am only asking that the same curtesy be shown me.

The Sam Huskins mine is now leased to Sam Ollis and I am collecting your 5% each time he pays me any royalty and you can rest assured that I will do that since I understand that I am supposed to collect same. I still think it unfair for me to have to do this but will.

As I understand your letter you are holding this matter over my head until I take care of same and you will not accept a consent to Lien in the Huskins and Gage matter until this is cleared off, is that true? if so I think you are not giving me a fair deal in this matter at all. Let me hear from you by return mail and if you still think I owe the DMEA this $76.68 advise me to that effect. I hope that you will reconsider and see my side of the matter and not make me pay someone elses debt but of course you have an ax over my head and I will have to pay if you still say so.

Yours truly,

E.L.Briggs

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1030 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

RECEIVED
AUG - 6 1956

August 3, 1956

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Amended Legal Descriptions of Properties

Enclosed are four copies each of letters from the Applicants, providing an amended legal description and tie-in from the leased area to a recorded property corner on each of the following:

DMEA-4237, (mica) Ed Huskins and F. Gage

DMEA-4239, (mica) John Phillips

DMEA-4248, (mica) Grover Grindstaff

DMEA-4332 (mica) John Phillips

DMEA-4351 (mica) John Phillips

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

V. J. Lynch

V. J. Lynch, Member
Bureau of Mines

RECEIVED
AUG - 6 1956

Spruce Pine, N. C.
July 31, 1956

Mr. Robert A. Laurence, Executive Officer
D. M. E. A., Region V
Room 13, Post Office Building
Knoxville, Tennessee

Re: DMEA-4237 (Mica), Briggs Prospect
Mitchell County, N. C.

Dear Mr. Laurence:

We wish to make an amended legal description for the Briggs Prospect, DMEA-4237, to read as follows:

Beginning on an iron stake at the center of what is known as the Briggs Prospect which is located about 285 feet West to an Oak tree which is a corner in the property line between George Howell, Roy Grindstaff and E. L. Briggs, as shown on deed recorded in Book No. 99, Page No. 551in Register of Deeds Office, Bakersville, N.C.; and running 250' North; thence 250' West; thence 500' South; thence 500' East; thence 500' North; thence 250' West to a point of closing. This property located on Mine Creek approximately four miles East of Bakersville, N. C.

Very truly yours,

Ed Huskins

Ed Huskins

P/b

RECEIVED
AUG 3 - 1956
Geological Survey
Geologic Division
Knoxville, Tenn.

RECEIVED
AUG - 6 1956

Spruce Pine, N. C.
July 31, 1956

Mr. Robert A. Laurence, Executive Officer
D. M. E. A., Region V
Room 13, Post Office Building
Knoxville, Tennessee

Re: DMEA-4237 (Mica), Briggs Prospect
Mitchell County, N. C.

Dear Mr. Laurence:

We wish to make an amended legal description for the Briggs Prospect, DMEA-4237, to read as follows:

Beginning on an iron stake at the center of what is known as the Briggs Prospect which is located about 285 feet West to an Oak tree which is a corner in the property line between George Howell, Roy Grindstaff and E. L. Briggs, as shown on deed recorded in Book No. 99, Page No. 551in Register of Deeds Office, Bakersville, N.C.; and running 250' North; thence 250' West; thence 500' South; thence 500' East; thence 500' North; thence 250' West to a point of closing. This property located on Mine Creek approximately four miles East of Bakersville, N. C.

Very truly yours,

Ed Huskins

Ed Huskins

P/b

RECEIVED
AUG 3 - 1956

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

July 18, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA-4237 (mica)

Applicant: E. Huskins & F. Gage

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

Date of Field Team Report: 7/9/56

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 7/12/56

Field Team Recommendation: Recommend a unit-cost exploration program.

Comments:

1. A mica bearing pegmatite with a indicated strike length of at least 40 feet was observed.

2. About 200 pounds of strategic mica has been recovered from preliminary work.

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

4. Total estimated costs are in the amount of $2,840.00.

Recommendation:

I concur with the field team's recommendation for a unit-cost exploration project.

W. F. Dietrich

W. F. Dietrich

RECEIVED
JUL 1 9 1956

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

140

Mr. E. L. Briggs

AUG - 3 1956

Burnsville, North Carolina

Re: Docket No. DMEA-2784 (Mica)
H. J. Twiggs and W. S. Glenn
Sam Huskins Mine
Yancey County, North Carolina
Contract No. Idm-2519

Docket No. DMEA-4237 (Mica)
Ed Huskins and Fred Gage
Briggs Prospect
Mitchell County, North Carolina

Dear Mr. Briggs:

Reference is made to our letters of April 17, 1956, to you, and to Messrs. Twiggs and Glenn concerning delinquent royalties on production from the Sam Huskins Mine. We have received neither payment of royalties nor any response to our letters.

Our records show that the following sales have been made from production at the Sam Huskins Mine:

	Sale Price	Royalty
August 13, 1953 by H. J. Twiggs to GSA Depot (Lot No. 180)	$383.68	
Date unknown - by H. J. Twiggs (scrap mica)	50.00	$21.68
Date unknown - by Vance Buchanan and Finley Davis to Carpenter & Phillips	1,100.00	55.00
Totals	$1,533.68	$76.68

We note that you and Eloise Briggs are the lessors of the Briggs Prospect, which is the subject of an application by Ed Huskins and Fred Gage for exploration assistance (Docket No. DMEA-4237). We are ~~inclined not~~ to accept a Consent to Lien in connection with this application or any other application concerning land which you own, until you have disposed of your obligations under Docket No. DMEA-2784. We shall, however, hold in abeyance the processing of the application covered by Docket No. DMEA-4237

R.C.A.

for a short period of time to enable you to reinstate your position as a licenor. Should we not hear from you promptly, we shall be required to inform the applicant that special arrangements in lieu of your Consent to Lien will be required.

Sincerely yours,

C. O. Mittendorf

Administrator

H.C. Anderson/HCRubin/wog
July 30, 1956
Copy to: DMEA Docket
Administrator's Reading File
Operating Committee
T.M.Kiilsgaard, USGS
W.F.Dietrich/Rm 3061
L.G.Houk (2)
Field Team, Reg. VII (2)
Chron.
Pending
R.P.Dwyer
H.C.Rubin
J.L.Chambers

IN REPLY REFER TO:

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

RECEIVED
JUL 17 1956

July 16, 1956

Re: DMEA 4237
Ed. Huskins and Fred Gage
Briggs Prospect
Mitchell Co., N. C.
Appl. Est. $7,150.00
Rec'd. Est. 2,840.00
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 applicants requested assistance in exploring a newly uncovered pegmatite by bulldozing, shaft sinking and drifting at an estimated cost of $7,150.00

The examiners found a 5-foot pegmatite had been exposed for 40 feet and comparatively little work had resulted in the production of 200 pounds of block muscovite, none of which has been sold. Little muscovite was to be seen but the examiners concluded that the production and the appearance of the pegmatite warrant work and recommend the driving of an adit in the pegmatite a distance of 80 feet, at an estimated overall cost of $2,840.00.

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

N. E. Nelson

N. E. Nelson

DOCKET COPY
Surname:
Anderson
Houk
Selfridge
Johnson
Mitchenson

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

JUL 16 1956

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

Re: Docket No. DMEA-4237-mica
Ed Hankins and Fred Gage
Briggs Prospect
Mitchell County, North Carolina

Dear Mr. Laurence:

Reference is made to the field examination report of July 9, 1956, recommending a contract at the subject property.

We are returning one copy of the map because it does not contain a tie-in to a property corner. Please mark on the map the location of the iron pin referred to in the land description and return to this office. Also, please furnish a location map showing the outline of the leased area related to the location of the proposed DMEA work.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GCS)

WCAnderson:ms 7/12/56
Copy to: Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Admr. R. File

Approved:

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

Thor H. Kiilsgaard (GCS)
Member, Geological Survey

Enclosure

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

July 9, 1956

RECEIVED
JUL 11 1956

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V - Knoxville, Tenn.

Subject: Field Examination Report - DMEA-4237, Ed Huskins and Fred Gage, Bakersville, N. C. Briggs Prospect (mica) Mitchell County, N. C.

10 copies needed in Wash. RAL

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

T he Field Team is in agreement with the recommendations set forth in the report and recommend that a unit cost contract be drawn for exploration on this application.

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

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

Reviewed by
DMEA OPERATING COMMITTEE
7-13-56
(date)

RECEIVED
JUL 11 1956

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD EXAMINATION REPORT, REGION V

On

DMEA-4237, BRIGGS PROSECT (mica)
Mitchell County, N. C.

By

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

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

July 9, 1956

Reviewed by
DMEA OPERATING COMMITTEE
7-13-56
(date)

RECEIVED
JUL 11 1956

EXAMINATION REPORT

ON

DMEA-4237 (mica) BRIGGS PROSPECT
Mitchell County, North Carolina

Applicants: Messrs Ed Huskins and Fred Gage, Route #3, Bakersville, N. C.

Summary:

At least a 5-foot thickness of mica-bearing pegmatite has been uncovered at the base of a fairly steep valley wall by shallow trench and adit (see map). Indicated strike length continuity is at least 40 feet. There has been about 200 pounds of good quality strategic block muscovite recovered from the small amount of adit work. None of this mica has been sold to date. It is recommended that this prospect be explored by adit and drift into the slope from the present point of entry.

Location:

The Briggs Prospect is 1.15 airline miles N 58° W from the intersection of Highway 26 and the Mine Creek Road and lies immediately adjacent to the creek and about 150 feet southwest of the Mine Creek Road. The Prospect is in Mitchell County, North Carolina on the Micaville, N.C., Quadrangle, TVA. Ed. 1934 (1/24,000).

Introduction:

The Field Examiners inspected the property April 25, 1956, and were accompanied by Messrs. Cecil Phillips and Fred Gage. The applicants are well qualified to undertake DMEA obligations and have had favorable relations with DMEA in the past. The Prospect is easily accessible in any weather and would probably not be bothered by high waters of the adjacent Mine Creek. There is no equipment, buildings or supplies presently at the prospect site.

Geology:

A shallow 25-foot long trench, 7 ft deep adit, and small uphill test pit have exposed at least 40 strike length feet and at least a 5-foot width of mica-bearing pegmatite (see map). The hanging wall contact in the trench has an attitude of N 70° E 55° SE. Exposed pegmatite is composed of a mixture of weathered soda and potash feldspars, fine to coarse disseminated quartz, considerable fine muscovite and rare large isolated books of biotite. Practically no strategic muscovite had been left in place. A very small amount of graphic textured material is present. About 200 pounds of block muscovite of fairly good quality had been recovered by the applicants from the adit. The muscovite is greenish brown in color, flat, with no reeves, cracking and only rare coarsely crystalline intergrowths of biotite. The recovered mica has not been sold to date.

Recommendations:

There is a good indicated potential for the occurrence of strategic muscovite at this prospect and some evidence of indicated substantial size and continuity. It is recommended that the present entry be widened and straightened for a distance of 30 feet and a portal prepared for adit work. An adit 80 feet long is recommended to follow as nearly as possible the hanging wall contact with some provision for crosscutting.

Estimated Costs

Portal Preparation:

Slab off 3 to 5 feet of north side of existing open cut for a distance of about 30 feet (5 shifts.

Estimated Cost (cont'd)

Labor:

1 - Miner @ $1.50/hr.	$60.00	100.00
1 - Laborer @ $1.00/hr.	40.00	

(Explosives and equipment rental included with adit costs)

Buildings:

Toolhouse	76.00	115.00
Powder Magazine	25.00	
Exploder Magazine	14.00	

Drive 80 feet of 5' x 7' adit, drift and/or crosscut
(40 shifts) use 36 shifts = 2.2 ft./shift.

Labor:

1 - Miner @ $1.50/hr.	480.00	432.00
2 - Laborers @ $1.00/hr.	640.00	576.00
	1120	1008.00

Equipment (rental) - $250/mo - 500.00

Explosives	240.00 250.00	3.12	3.00
Drill steel	136.00 160.00	2.00	1.70
Gasoline and oil	160.00	2.00	
Timber, 1650 b.f. @$65/M	105.00	1.31	
Tools	75.00	0.94	
Miscellaneous	75.00	0.94	
Liability Ins.	120.00		
Social Security	35.00		2.25
Sales Tax	25.00		
Total	$2625.00		

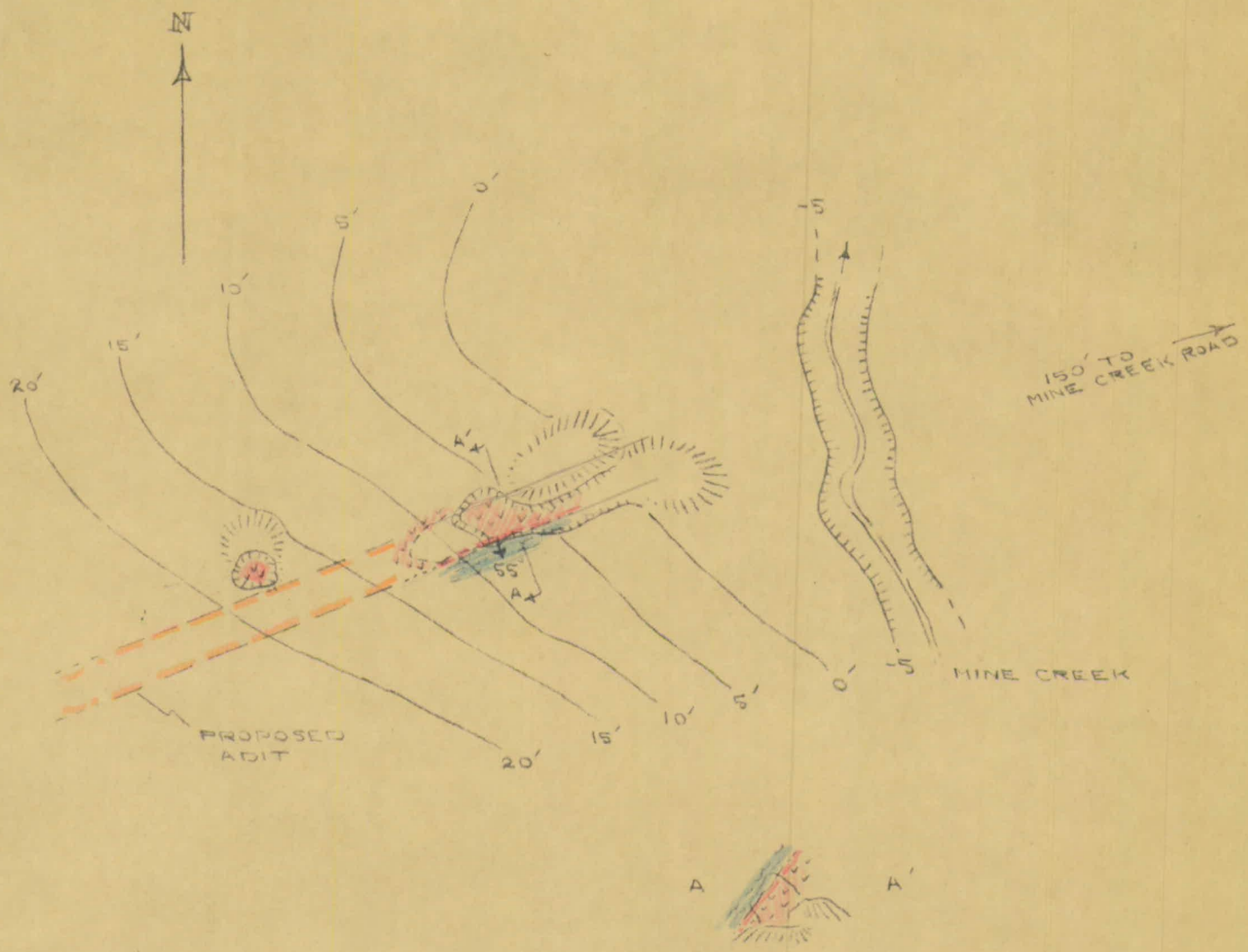
Total Estimated Cost of Project..... $2,840.00

~~($35.50~~/ft of adit. $32.80/ft.

July 9, 1956

S. C. Bergman, Geologists, USGS

A. L. Peyton, Mining Engineer, USBM



BRIGGS PROSPECT

MITCHELL COUNTY, NORTH CAROLINA

DMEA - 4237 (MICA)

LEGEND

- MICA-BEARING PEGMATITE
- MICA GNEISS AND SCHIST
- EXCAVATION
- DUMP

SCALE: 1" = 20'

7/86

RECEIVED
JUL 11 1956

DOCKET COPY
Surname:
Anderson
Houk
Selfridge
Johnson

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

APR 16 1956

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

Re: Docket No. DMEA-4237-Mica
Ed Hawkins and Fred Gage
Briggs Prospect
Mitchell County, North Carolina

Dear Mr. Laurence:

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

Copies of memoranda dated April 5 and 9, 1956, by Mr. N. E. Nelson, USGS, and Mr. W. F. Dietrich, USBM, respectively, relating to the project are enclosed.

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: 4

WCAnderson:ms 4/12/56
Copy to: Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Anderson
Admr. R. File

R.G.H.

DOCKET COPY
Surname:
Anderson
Houk
Kiilsgaard
Gerhom
Selfridge
Johnson

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

608

APR 16 1956

Messrs. Ed Huskins and Fred Gage
Route #3
Bakersville, North Carolina

Re: Docket No. DMEA-4237-Mica
Ed Huskins and Fred Gage
Briggs Prospect
Mitchell County, North Carolina

Gentlemen:

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

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

Sincerely yours,

C. O. Mittendorf

Administrator

WCAnderson:ms 4/12/56
Copy to: Docket
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Anderson
Admr. R. File

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

RECEIVED
APR 9 - 1956

April 9, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4237 A (mica)

Applicant: E. Huskins & F. Gage

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

Date Application Rec'd. by Br. of Ceramic & Fertilizer Materials: 4/4/56

Comments:

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

2. Total estimated costs are in the amount of $7,150.00.

Recommendation:

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

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

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

RECEIVED
APR 6 - 1956

April 5, 1956

Re: DMEA 4237 A
Ed Huskins and Fred Gage
Briggs prospect
Mitchell Co., N. C.
$7,150.00 - Mica

Memorandum

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

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

Subject: Review of application.

The applicants request assistance in exploring a pegmatite on which no work has been done, but an exposed part of which indicates, to the applicants, that mica may be found with exploration work.

The work proposed consists of the following items:

Bulldozing, 15 hours	$ 150.00
Shaft, 70 feet	3,500.00
Drifting, 100 feet	3,500.00
	$ 7,150.00

The sketch map furnished with the application is entitled May Prospect. The May Prospect is also the subject of application DMEA 4232.

Referral to the Field Team for appropriate action is recommended.

N. E. Nelson

N. E. Nelson

April 4, 1956
Subject: DMEA-4237
Re: Exploration Assistance
Briggs Prospect

Mr. Ed Huskins & Fred Gage
Route 3
Bakersville, North Carolina

Gentlemen:

The receipt of your application dated March 30, 1956, for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-4237 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

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED
APR 3 - 1956

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-4237
Metal or Mineral Mica
Date Received 4-3-56
Estimated Cost $7,150.00
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: Ed Huskins and Fred Gage
Bakersville, Rt. 3
North Carolina

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

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

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

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

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

(*b*) State any mine name by which the property is known Briggs Prospect, 4 Mi. East of Bakersville, N.C.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated March 30, 1956, 195...

Ed Huskins and Fred Gage
(Applicant)

By Ed Huskins
Partner

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

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

RECEIVED
APR 3 - 1956

MF-103 (Continuation sheet)

4. (a) No previous workings at this prospect.

   (b) No past production; new prospect.

   (c) Some exposed pegmatite indicates that mica may be found with exploration work.

   (d) Project is accessible to roads and shipping.

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

5. (b) We propose to bulldoze away overburden, sink a 5'x7' shaft 70'; then drift 100' with vein.

6. Estimate of costs:

15 hours bulldozing @ $10.00 per hour	$ 150.00
70' Shaft @ $50.00 per foot	3500.00
100' Drift @ $35.00 per foot	3500.00
Total estimated cost	$ 7150.00

MINING LEASE

RECEIVED
APR 3 - 1956

State of North Carolina Mitchell County:

This indenture made this 26th day of March, 1956, 195~~5~~,

between ~~Elbert~~ E.L. Briggs and wife Eloise Briggs

of Yancey County and State of North Carolina as party of the first part, and known as lessor~~s~~, and Ed Huskins and Fred Gage

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

WITNESSETH, That the parties 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:

Beginning on an iron stake at the center of what is known as the Briggs Prospect which is located 238' S.E. of another iron stake; and running 250' North; thence 250' West; thence 500' South; thence 500' East; thence 500' North; thence 250' West to a point of closing. This property located on Mine Creek approximately 4 miles East of Bakersville, N.C.

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

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

All royalties to be paid after each and ever sale made of any mineral

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~~s~~ 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:

Alma B. Shepard

Kenneth R McKinney
Notary Public
My Com Exp 8/17/57

E.L. Briggs (Seal)

Eloise Briggs (Seal)

_____ (Seal)

MF-203
Revised March 24, 1955

OLD

RECEIVED
APR 6 1956

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

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Mitchell, State of North Carolina, described as follows:1/ Beginning on an iron stake at the center of what is known as the Briggs Prospect which is located 238' S.E. of another iron stake, and running 250' North; thence 250' West; thence 500' South; thence 500' East; thence 500'North; thence 250' West to a point of closing. This property located on Mine Creek approximately 4 miles East of Bakersville, N. C.,

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

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

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

None

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

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

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

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

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

5. Added provision: _____

Dated this 26th day of March, 1955.

E L Briggs [Seal] Burnsville, N. C.

Elaine Briggs [Seal] Burnsville, N. C.

_____ [Seal]

I, _____ certify that I am the _____ (Secretary, etc.) of the corporation named herein; that _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____

[Corporate Seal]

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APR 3 - 1956

MF-203
Revised March 24, 1955

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

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Mitchell, State of North Carolina, described as follows:1/ Beginning on an iron stake at the center of what is known as the Briggs Prospect which is located 238' S.E. of another iron stake, and running 250' North; thence 250' West; thence 500' South; thence 500' East; thence 500' North; thence 250' West to a point of closing. This property located on Mine Creek approximately 4 miles East of Bakersville, N. C.,

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

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

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

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

5. Added provision: _____

Dated this 26th day of March, 1956.

E. T. Briggs [Seal] Burnsville, N. C.

Eloise Briggs [Seal] Burnsville, N. C.

_____ [Seal]

I, _____ certify that I am the _____ (Secretary, etc.) of the corporation named herein; that _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____

[Corporate Seal]

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Revised March 24, 1955

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

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Mitchell, State of North Carolina, described as follows:1/ Beginning on an iron stake at the center of what is known as the Briggs Prospect which is located 230' S.E. of another iron stake, and running 250' North; thence 250' West; thence 500' South; thence 500' East; thence 500' North; thence 250' West to a point of closing. This property located on Mine Creek approximately 4 miles East of Bakersville, N. C.,

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

5. Added provision: _____

Dated this 26th day of March, 1956.

E. Briggs [Seal] Burnsville, N. C.

Eloise Briggs [Seal] Burnsville, N. C.

_____ [Seal]

I, _____ certify that I am the _____ (Secretary, etc.) of the corporation named herein; that _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

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[Corporate Seal]

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Operator_____
Docket No. DMEA-_____
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Contract Date_____

CONSENT TO LIEN

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Referring to that certain land in the County of Mitchell, State of North Carolina, described as follows:1/ Beginning on an iron stake at the center of what is known as the Briggs Prospect which is located 238' S.E. of another iron stake, and running 250' North; thence 250' West; thence 500' South; thence 500' East; thence 500' North; thence 250' West to a point of closing. This property located on Mine Creek approximately 4 miles East of Bakersville, N. C.,

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5. Added provision: _____

Dated this 26th day of March, 1956.

O. L. Burgess [Seal] Burnsville, N. C.

Elvia Briggs [Seal] Burnsville, N. C.

_____ [Seal]

I, _____ certify that I am the _____ (Secretary, etc.) of the corporation named herein; that _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____

[Corporate Seal]

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Operator
Docket No. DMEA-
Contract No. Idm-E
Contract Date

CONSENT TO LIEN

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5. Added provision: _____

Dated this 26th day of March, 1956.

E. L. Briggs [Seal] Burnsville, N. C.

Elaine Briggs [Seal] Burnsville, N. C.

_____ [Seal]

I, _____ certify that I am the _____ (Secretary, etc.) of the corporation named herein; that _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

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[Corporate Seal]

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Revised March 24, 1955

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

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5. Added provision: _____

Dated this 26th day of March, 1956.

E. L. Briggs [Seal] Burnsville, N. C.

Eloise Briggs [Seal] Burnsville, N. C.

_____ [Seal]

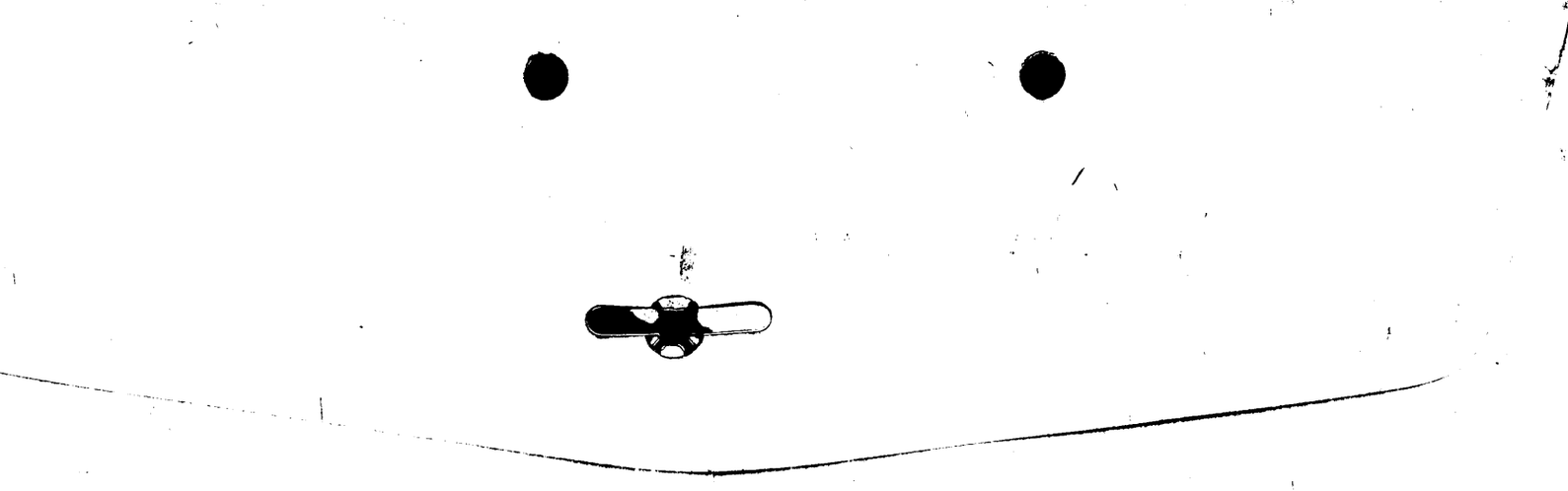
I, _____ certify that I am the _____ (Secretary, etc.) of the corporation named herein; that _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____

[Corporate Seal]

Route 3
Bakersville, N.C.

Mr. Lawrence G. Hauk, Chief
Nonmetallic Minerals Division
U. S. Dept. of the Interior, D. M. E. A.
Washington 25, D. C.

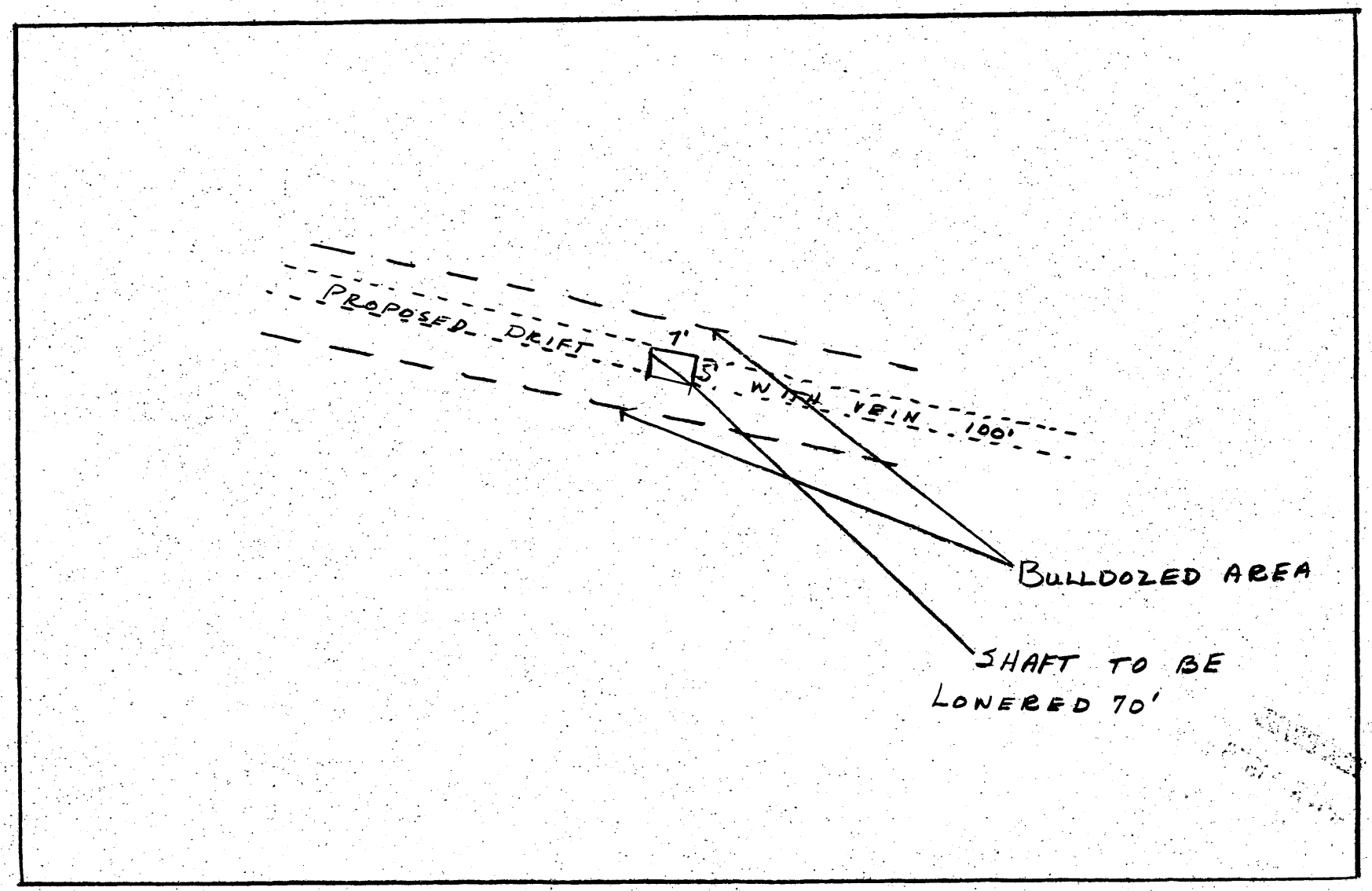


KAROLTON KLASP—9½ x 12½
MADE BY
THE AMERICAN ENVELOPE CO.
WEST CARROLLTON, OHIO

(? BRIGGS)

MAY PROSPECT

Mitchell County
N.C.



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APR 3 - 1966