DMEA 3726

DOCKET INDEX

ACTION DOCUMENTS

1	APPLICATION	DATE RECEIVED	3/16/55
2	CONTRACT	DATE	6/9/55
3	TERMINATION AGREEMENT	DATE	9-5-55
4	CERTIFICATION	DATE	
5	AUDIT REPORT	DATE	
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DOCKET COPY

Talbert
Houck
Rankin
11/10/55

RECEIVED
NOV - 8 1955

EXPLORATION PROJECT CONTRACT
TERMINATION AGREEMENT
DMEA-3726 (mica)

It is agreed this 26th day of October 1955, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and A. T. Garland and Linzie Daniels, partners, hereinafter called the "Operators," parties of that certain Exploration Project Contract Idm-E813, Docket No. DMEA-3726, dated 9th day of June 1955, hereinafter called the "Contract," that:

1. Effective October 5, 1955, the contract and all obligations of the parties thereunder, except as otherwise herein expressly provided, shall be and are hereby terminated.

2. The Government shall contribute only to the fixed unit costs of work performed prior to said effective date.

3. Any work or operations prosecuted or costs incurred by the Operator beginning with said effective date, shall be for the sole account of the Operator without contribution by the Government.

4. The Operator shall promptly perform all winding-up and settlement actions provided for in the contract, including the rendering of the final report and final account.

5. All rights of the Government provided for in the Contract with respect to a certification of discovery or development and a percentage royalty and lien for its payment are preserved.

6. The Operator hereby releases and agrees to save the Government harmless from all claims or demands under or arising out of said Contract, except as otherwise provided in this termination agreement.

IN WITNESS WHEREOF, there parties have executed this agreement as of the day and year first above written.

A. T. Garland
A. T. Garland, Partner

Linzie Daniels
Linzie Daniels, Partner

THE UNITED STATES OF AMERICA

By: Robert A. Laurence
Executive Officer,
Defense Minerals Exploration
Field Team, Region V

Docket copy

RECEIVED
JUN 22 1955

MF-200A
(Revised June 1954)

Docket No. DMEA 3725

Commodity mica

Contract No. Idm-E 813

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

It is agreed this 9th day of June, 1955, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and [2] A. T. Garland and Linzie Daniels, partners,

whose mailing address is Newland, North Carolina,

hereinafter called the "Operator," as follows:

ARTICLE 1. *This contract* is entered into under the authority of the Defense Production Act of 1950, as amended. It consists of this form (MF-200A), the attached Exhibit "A," Annex I, and

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

ARTICLE 2. *Operator's property rights.*—(a) The land which is the subject of this contract (hereinafter called "the land") is in the State of North Carolina, County of Yancey, and is described in Annex I.[3]

(b) The Operator represents and undertakes that:

(1) The Operator is the [4] lessee of [5] the mineral rights in the land, in possession and entitled to possession for all of the purposes of this contract, under and by virtue of a [6] lease, [7] recorded in Book 114, page 42, official records of said County; and

(2) The Operator's right, title, or interest (whether as owner, lessee, or otherwise) is subject only to the following claims, liens, or encumbrances: None

(c) The Subordination Agreement of the holder of any claim, lien, or encumbrance listed above, and (if the Operator does not hold the legal title) the Consent to Lien of any holder of the legal title of the land (lessor, seller, optionor, etc.), are attached, as follows: Owner's Consent to Lien.

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

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

ARTICLE 3. *The exploration project.*—The project is a search for indicated or undeveloped deposits of mica. The work to be performed is described in Exhibit "A." The Operator on or before AUG 1 1955 shall commence the work, and on or before February 20, 1956 (unless the Operator's obligation to complete the work is terminated—see Article 8) shall complete the work.

ARTICLE 4. *Performance of the work.*—(a) *Operator's responsibility.*—The work shall be performed with reasonable diligence, efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for liability insurance covering employment; and with suitable and adequate equipment, facilities, materials, supplies, and labor, to bring it to completion within the time fixed.

(b) *Government may inspect.*—The Operator shall consult with and inform the Government on all phases of the work as it progresses. The Government may enter at all reasonable times to inspect the work under the contract, and also after a certification of discovery or development to inspect production operations and underground workings. The operator shall provide the Government with all reasonable means of access for such inspections.

ARTICLE 5. *Contribution by the Government.*—A fixed cost for each unit of work to be performed (per foot of drifting, per foot of drilling, per hour of operations, etc.) is hereby agreed upon, and is set forth in Exhibit "A" in connection with the estimated total cost of the project in the sum of $7,556.00. The Government will contribute 75 percent of the fixed unit costs as work is performed, in a total sum not in excess of $5,667.00: *Provided,* That until the Operator has rendered to the Government his final report, and any final auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of 10 percent of the estimated total cost of the work. The Government will make its contribution on the basis of the monthly vouchers referred to in Article 6(b), but all payments by the Government are provisional only, subject to audit, until the account between the Operator and the Government is finally audited and settled. To the extent that excesses over fixed unit costs or any excess over the estimated total cost may be necessary for the performance of the work, the Operator shall incur and pay such excesses for his own account without contribution by the Government. The Government may make payments directly to independent contractors and suppliers for the account of the Operator rather than to the Operator.

ARTICLE 6. *Reports, accounts, audits.*—(a) *Operator's records.*—The Operator shall keep suitable records and accounts of the units of work performed and of any production in which the Government may have an interest; and shall preserve those with respect to work performed for at least three years after final payment by the Government, and those with respect to production for at least three years after any obligation to pay royalties to the Government has terminated. The Government may inspect and audit said records and accounts at any time, either by itself or by a certified public accountant. The Comptroller General of the United States or his representative, until the expiration of said three-year periods, shall have access to and the right to examine any pertinent books, documents, papers, and records of the Operator. All of the Operator's vouchers and records and accounts relating thereto and the Government's payments thereof remain subject to adjustment until final audit by the Government.

(b) *Progress reports and vouchers.*—The Operator shall provide the Government with five copies of monthly progress reports in three sections as follows: (1) Operator's Monthly Report and Voucher showing a detailed statement of units of work performed during the reporting period; (2) Operator's Unit Cost and Progress Report showing the various types of work performed during the reporting period and the fixed unit costs incurred for each type of work; and (3) a Narrative Report of the work

performed during the reporting period including adequate engineering-geological maps or sketches, drill hole logs and locations, and assay reports on samples taken concurrently with advance in mineralized ground. (Forms for reporting under (1) and (2) above will be provided by the Government.)

(c) *Final report.*—Upon completion of the work or termination of the Government's obligation to contribute to costs, the Operator shall furnish the Government with five copies of a final report (in addition to the final progress report and voucher). This final report shall include a geological and engineering evaluation of the results of the work performed under the contract with an estimate of the ore reserves resulting from such work, complete assay data, adequate geological and engineering maps or sketches, and a summary of the work performed and the unit costs thereof.

(d) *Report of sales.*—The Operator shall provide the Government with suitable accounting and documentary evidence covering all production to which the Government's percentage royalty relates, such as copies of smelter or concentrator settlement sheets, and certified accounts of production and sale or other disposition of production.

(e) *Compliance with requirements.*—If in the opinion of the Government any of the Operator's reports, records, or accounts are insufficient or incomplete, or if the Operator fails to make them, the Government may procure the making or completion of such with suitable attachments as an expense of the work to which the Operator shall contribute. The Government may withhold approval and payment of any vouchers relating to insufficient or incomplete reports, records or accounts.

ARTICLE 7. *Repayment by Operator.*—(a) *Certification.*—If the Government considers that a discovery or development from which production may be made has resulted from the work, the Government, at any time not later than six months after a sufficient final report and final account (see Article 6) has been rendered, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

(b) *Royalty on production.*—The Operator, as principal if the Operator is the producer, or as surety if the Operator is not the producer, shall pay to the Government a royalty on all minerals mined or produced from the land, as follows: (1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification, or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first; or (2) if the Government makes a certification of discovery or development, within a period of ten years from the date of the contract, or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first.

(c) *Basis for computation.*—The Government's royalty shall be a percentage of the gross proceeds (including any bonuses, premiums, allowances, or other benefits) from the production sold, in the form sold (ore, concentrates, metal, or equivalent), at the point of delivery (the f. o. b. point); *except,* that charges of *the buyer* arising in the regular course of business, and shown as deductions on the buyer's settlement sheets, on account of the cost of treatment processes performed by *the buyer,* sampling and assaying to determine the value of the production sold, and freight paid by *the buyer* to a carrier (not the Operator), shall be allowed as deductions in arriving at the "gross proceeds" as that term is used herein. Any costs of treatment processes, sampling or assaying, or transportation, performed or paid by the Operator or by anyone other than the buyer, are not deductible in arriving at the "gross proceeds" as that term is here used. The term "treatment processes," as here used, means those processes (such as milling, concentrating, smelting, refining, or equivalent) applied to the crude ore or other production after it is extracted from the ground, to put it into a commercially marketable form; excluding fabricating or manufacturing.

(d) *Unsold production.*—If any production (ore, concentrates, metal, or equivalent), after the lapse of six months from the date the ore was extracted from the ground, remains neither sold nor used by the Operator in integrated manufacturing or fabricating operations (for instance, if it is stockpiled), the Government, at its option, as long as it so remains, may require the computation and payment of its royalty on the value of such production in the form (ore, concentrates, metal, or equivalent) it is in when the Government elects to require computation and payment. If any production is used by the Operator in integrated manufacturing or fabricating operations before the Government makes its election, the Government's royalty on such production shall be computed on the value thereof in the form in which and at the time when it is so used. "Value" as here used means what is or would be gross income from mining operations for percentage depletion purposes in Federal income tax determination, or the market value, whichever is greater.

(e) *Percentages of royalty.*—The percentages of the Government's royalty shall be as follows:

One and one-half (1½) percent of amounts ("gross proceeds" or "value") not in excess of eight dollars ($8.00) per ton of production in the form in which sold, held, or used, plus one-half (½) percent for each additional full fifty cents ($0.50) by which such amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such amounts.

(For instance: the royalty on an amount of five dollars ($5.00) per ton would be one and one-half (1½) percent; on an amount of ten dollars ($10.00) per ton, three and one-half (3½) percent.)

(f) *Time for computation and payment.*—The Government's royalty shall be computed and paid currently upon each lot sold, held, or used in integrated operations, as the case may be, as above provided in this article.

(g) *Lien for payment.*—To secure the payment of its percentage royalty, there is hereby granted to the Government a lien upon the land or the Operator's interest in the land and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(h) *Notice to purchasers.*—The Operator shall give notice of the Government's claim for royalty to any purchaser of the production, and shall authorize and direct such purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets. If the records of any production and sales or other disposition of production, whether the production is by the Operator or by others, are not made available to the Government, the amount of the royalty may be estimated by the Administrator, Defense Minerals Exploration Administration, or his successor, and his estimate thereof shall be final and binding upon the Operator.

(i) *No obligation to produce.*—Nothing in this contract is to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any production operations.

(j) *Government not obligated to buy.*—Nothing in this contract shall be construed as imposing any obligation on the Government to purchase any minerals mined or produced from the land.

ARTICLE 8. *Termination of the Government's obligations.*—(a) If in the opinion of the Government operations at any time have failed to achieve anticipated results that indicate the probability of making a worthwhile discovery, and in the opinion of the Government further operations are not justified, the Government may give the Operator written notice thereof, and thereupon the Government shall be free of all obligation to pay on account of units of work not then performed, and the Operator shall be free of all further obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting.

(b) If in the opinion of the Government the Operator is in any manner in default under the terms of the contract, the Government may give the Operator written notice of such default with a specification of reasonable time within which the default must be cured; and if the Operator fails to cure such default as required, thereupon the Government shall be relieved of all obligation to pay on account of units of work not performed when the notice was given, and the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting. The remedy provided for the Government in this paragraph "(b)" is in addition to any other remedy provided in this contract, and in addition to any other remedy the law may provide for breach of contract.

(c) The giving of any notice by the Government under the provisions of this Article 8 shall not affect the Government's rights as provided for in the contract with respect to a percentage royalty, and such rights shall be fully preserved.

ARTICLE 9. *Notices to be given by the Government* may be delivered to the Operator, or may be sent by registered mail addressed to the Operator at his mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 10. *Officials not to benefit.*—No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 11. *Changes and added provisions.*—

Executed in sextuplicate the day and year first above written.

A. T. Garland and Linzie Daniels
(Operator)

By A. T. Garland (Partner)

By Linzie Daniels (Partner)

THE UNITED STATES OF AMERICA

By C. J. Mittendorf
Administrator, Defense Minerals Exploration Administration

Chandler Gifford
"Appd. Sol. Off."

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

.....

[CORPORATE SEAL]

Selfridge
H. Johnson

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

RECEIVED
JUN 23 1955

EXPLORATION PROJECT CONTRACT
A. T. GARLAND and LINZIE DANIELS
DOCKET NO. DMEA-3726

ANNEX I

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

BEGINNING on a wild cherry near the top of the hill, a corner in the old Gibbs line and running thence N. 70° and 50 minutes East 176 feet with Gibbs line to a poplar at a spring; thence S. 76° E. 376 feet crossing the road to a birch at Calloway branch; thence due E. 396 feet up the hill to a stake in the old Byrd line; thence N. 65° E. 346.5 feet with the Byrd line to a water oak stump on the ridge in the Dellinger line; thence N. 25° W. 198 feet down the ridge to a stake; thence N. 3° E. 165 feet down the ridge to a stake; thence N. 15° W. 528 feet to a buckeye in the Northwest Utilities Company's dam in Cane River; thence S. 30° W. 280.5 feet up Calloway Branch to a lynn on the W. bank; thence N. 84° W. 1194 feet crossing the road and up the ridge to a stake on top of a ridge; thence S. 2° 30 minutes W. 920 feet with the old line to a stake in Arthur Gibbs corner thence N. 78° E. 346.5 feet to the point of BEGINNING, containing 26.3 acres.

EXPLORATION PROJECT CONTRACT
A. T. GARLAND AND LINZIE DANIELS
DOCKET NO. DMEA-3726

RECEIVED
JUN 2 1955

EXHIBIT "A"

Description of the Work

The work shall be conducted at two separate locations and shall be performed in four successive stages. The locations of the work are shown on the attached map entitled "Sketch of Lawhorn Mine, Yancey Co., N.C. DMEA-3726 (mica)." The Operator shall perform Stages I and IV, and shall perform so much of the work under Stages II and III as is approved in advance by the Government.

A. Prospect #1 and Prospect #2

Stage I

1. With a D-6 bulldozer or equivalent, cut a trench 20 feet wide, and 6 feet deep along the strike of the pegmatite for a distance of approximately 250 feet.

Stage II

1. Sink four test pits on the most promising pegmatite exposures. The pits shall be 6 feet deep and have minimum cross-sectional dimensions of 4 feet by 4 feet.

Stage III

1. Sink a 40-foot inclined shaft in the pegmatite at the best exposure. The shaft shall have two compartments, and minimum cross-sectional dimensions of 5 feet by 7 feet in the clear of timber.

2. From a point 5 feet above the bottom of the shaft, drive 50 feet of drifts in the pegmatite.

B. Prospect #3

Stage IV

1. Construct the following:

A toolhouse, minimum dimensions 8 feet by 10 feet by 7 feet high.

An exploder magazine, minimum dimensions 2 feet by 1½ feet by 1 foot.

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

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

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

2. Clean out 8 feet of muck from floor of opencut.

3. Sink a 40-feet incline shaft in the pegmatite. The shaft shall have two compartments and minimum cross-sectional dimensions of 5 feet by 7 feet in the clear of timber.

4. From a point 5 feet above the bottom of the shaft, drive 50 feet of drifts in the pegmatite.

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

All work shall be timbered as necessary.

All drifts shall be 5 feet by 7 feet in the clear of timber.

<u>Fixed Unit Costs</u>
(The unit costs include all costs whatsoever necessary for the completion of the project.)

<u>Prospect #1 and Prospect #2</u>

<u>Stage I</u>

Bulldozer 10 hours @ $10.00/hr.	$100.00

Stage II		
Excavate four test pits @ $48.00 per pit 1/		$192.00
Stage III		
Sink 40 feet of shaft @ $45.00/ft.	$1,800.00	
Drive 50 feet of drifts @ $35.00/ft.	1,750.00	3,550.00
Prospect # 3		
Stage IV		
Construct:		
Toolhouse 1/	75.00	
Powder Magazine 1/	25.00	
Exploder Magazine 1/	14.00	
Clean out 8 feet of muck from floor of openout 1/	50.00	
Sink 40 feet of shaft @ $45.00/ft.	1,800.00	
Drive 50 feet of drifts @ $35.00/ft.	1,750.00	3,714.00
Estimated Total Cost of Project		$7,556.00
Government Participation @ 75%		$5,667.00

1/ The completed work constitutes the unit.

DEPARTMENT OF THE ...
Defense Minerals ...
RECEIVED
MAR 16 1955

MF-203
(Revised July 1, 1954)

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of North Carolina, County of Yancey, described as follows:1/

In a Lease dated 10 March 1955 recorded in Book 150 page 62 official records of said County.

which is the subject of a proposed exploration project contract, hereinafter called the "contract", between the United States of America, hereinafter called the "Government", and

2/ A. E. Garland, Newland, North Carolina
Mosie Daniels, Newland, North Carolina

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract or any amendment thereof shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract or any amendment thereof there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

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/ Insert the name of the Operator as it will appear in the exploration project contract.

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

(OVER)

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

4. Changes and added provisions In Paragraph 2 the words "the period fixed in the contract or any amendment thereof has" are substituted for "ten years have."

Dated this 10th day of March, 1955.

L. F. Lawhern [Seal] Route 1, Burnsville, N.C.

L F Lawhern [Seal] Route 1, Burnsville, N.C

Denny Lawhern

Denny Lawhern [Seal]

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
4/23	Houk	600
4-24	Chambers	800
4/24	Selfridge	120
"	Johnson	110
"	Mittendorf	100
4/24	C	220
		225

600

APR 24 1957

Mr. and Mrs. L. F. Lawhern
Route 1
Burnsville, North Carolina

Re: Docket No. DMEA-3726-Mica
A. T. Garland & Linzie Daniels
Lawhern Mine
Yancey County, North Carolina
Contract No. Idm-E813

Dear Mr. and Mrs. Lawhern:

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

This correspondence relates to the Owner's Consent to Lien signed by you on March 10, 1955.

Sincerely yours,

C. O. Mittendorf (for)

Administrator

LGHouk:rsi 4/23/57
Copy to: Admr. R. File
Mr. Chambers
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
4/23	Houk	600
4-24	Chambers	800
4/24	Selfridge	120
"	Johnson	110
"	Mittendorf	100
		220

600

APR 24 1957

Mr. A. T. Garland
Garland Motor Company
Newland, North Carolina

Re: Docket No. DMEA-3726-Mica
A. T. Garland & Linzie Daniels
Lawhern Mine
Yancey County, North Carolina
Contract No. Idm-E813

Dear Mr. Garland:

Reference is made to your terminated 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 (for)

Administrator

LGHouk:rsi 4/23/57
Copy to: Admr. R. File
Mr. Chambers
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

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

April 23, 1957

Project Summary Report

By: Lawrence G. Houk

1. Docket No. DMEA-3726 - Mica
Contract No. Idm-E813
Lawhern Mine
Yancey County, North Carolina

Application: Form MF-103 (April 1952) dated February 7, 1955.
Work proposed by applicant:
None given.

Operator: A. T. Garland and Linzie Daniels
Newland, North Carolina

Operators property rights: Ten year lease dated March 10, 1955 on the Lawhern Property consisting of 26.3 acres. Owner's Consent to Lien dated March 10, 1955.

2. Contract: Form MF-200A (June 1954), dated June 9, 1955.
Work authorized:

Stage I	
Bulldoze 10 hrs. @ $10.00/hr.	$100.00
Stage II	
Excavate four test pits @ $48.00 per pit	192.00
Stage III	
Sink 40 feet of shaft @ $45.00/ft.	1,800.00
Drive 50 feet of drifts @ $35.00/ft.	1,750.00
Stage IV	
Construction: Toolhouse, Powder and Exploder Magazines	114.00
Clean out 8 feet of muck from floor of opencut	50.00
Sink 40 feet of shaft @ $45.00/ft.	1,800.00
Drive 50 feet of drifts @ $35.00/ft.	1,750.00
Estimated total cost of project	$7,556.00
Government participation 75%	$5,667.00

Amendments: None
Work completed:

7 hours bulldozing	$70.00
Four test pits	192.00
Rehabilitation	50.00
New Buildings	114.00
39 feet shaft sinking	1,755.00
9 feet drifting	875.00
Total accepted cost	$3,056.00
Government participation 75%	$2,292.00

Contract work began June 20, 1955 and was terminated by mutual consent effective October 5, 1955.
Field Team Final Report received November 2, 1955.
Operator's Final Report, waived.✓
Production $243.06 for a sale of 29.81 pounds of mica for which royalty was paid in the amount of $12.15.
No equipment was purchased under the contract.

3. Audit: Report of Review issued October 17, 1955

Accepted cost	$3,056.00
Government participation 75%	$2,292.00

4. Certification of discovery - none issued.

5. Comments;:

How conducted: Satisfactorily

Operation: Fair

Geological premise: Neither pegmatites exhibit possibilities for large reserves but have promise of considerable strategic quality.

Geological criteria upon which work was based: Large books of mica reported- sales of $200.00 and $500.00 from each pegmatite.

Criteria developed during project: Pegmatite thinned along the strike and with depth. Approximately 1100 pounds of run of mine mica produced from the work, sold for $243.06, actually 29.81 pounds. Poor quality.

Future possibilities: Poor

Recommendation: None

LGHouk:rsi 4/23/57
Copy to: Admr. R. File
Mr. Houk

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

WASHINGTON

RECEIVED
JUN 15 1956

June 13, 1956

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Production from Completed Uncertified Projects.

Reference is made to your letter of May 23, requesting information on production and royalties due from several uncertified projects:

Following is all the information we have been able to obtain from a check of the Spruce Pine Depot records and from the Operators:

Docket No.	Date of sale	Lbs.	Value
DMEA-3726	11/15/55	29.81	$243.06
DMEA-3801	none		
DMEA-3815	none		
DMEA-3926	none		
DMEA-3930	none		

In most of these cases the small amount of mica recovered during the project was not good enough to make a sale. It appears that royalty is due only on DMEA-3726, Idm-E813, from which $12.15 is due.

V. J. Lynch, Member
Bureau of Mines

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

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

RECEIVED
JUN 15 1956

June 13, 1956

Mr. A. T. Garland
Garland Motor Company
Newland, North Carolina

Re: DMEA-3726, Idm-E813 (Mica)
A. T. Garland and Linzie Daniels
Lawhern Mine, Yancey County, N.C.

Dear Mr. Garland:

According to the Government Purchasing Depot at Spruce Pine, a sale of 29.81 lbs. of mica worth $243.06 from the Lawhern mine was made on November 15, 1955.

According to Article 7b of the subject exploration contract, royalty is due the Government on all minerals mined or produced from the land, regardless of any certification of discovery or development from the date of the contract until the lapse of time within which the Government may make such certification. This period is from June 9, 1955 to April 27, 1956. Thus the above sale is subject to the 5 percent royalty.

Please send your check, payable to the Defense Minerals Exploration Administration, accompanied by a copy of the sales slip, to this office in order that we may close our records on this contract. Payment should be for $12.15 on the November 15 sale, plus 5% of the value of any sales of mica (sheet, punch, scrap, etc.) produced from the Lawhern mine between June 9, 1955 and April 27, 1956, regardless of the sale date.

Very truly yours,

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

RAL/mg
cc
Operating Committee (2)
Lynch
Shirley
files

DOCKET COPY
Surname:

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

Houk
Chambers
Selfridge
Johnson
Nuttendorf

MAY 21 1956

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

Dear Mr. Laurence:

Reference is made to the following uncertified projects which have been completed or terminated, but no closing letters can be written because of incomplete information on the production and the royalties which may be due the Government:

Docket No. DMEA	Contract No. Idm	Production during Project	Value of Production	Royalties Due	Royalties Paid	End of Certification (6 mos. from date Final Report)
3726	E813	1100 lbs.	Unknown	?	None	April 27, 1956
3801	E836	100 lbs.	Unknown	?	None	March 27, 1956
3815	E848	60 lbs.	Unknown	?	None	April 30, 1956
3926	E881	200 lbs.	$112.00	$5.60	None	Aug. 14, 1956
3930	E872	250 lbs.	$175.00 (about)	$8.75	None	June 30, 1956

In order to close out these contracts it will be appreciated if you will take whatever action you deem necessary for collection of the unpaid royalties.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (2/6)

Approved:

/s/ Robert W. Geehan (2/6)
Member, Bureau of Mines

Thor H. Kiilsgaard
Member, Geological Survey (2/2)

JHopkins:ms 5/17/56
Copy to: Docket(5)
Operating Committee
Mr. Chambers
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk(5)
Admr. R. File

R.G.

IN REPLY REFER TO:

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

RECEIVED
MAR - 9 1956

March 7, 1956

Re: DMEA 3726, Idm-E813
A. T. Garland & Linzie Daniels
Lawthern Mine
Yancey Co., N. C.
$7,756.00 - Mica

Memorandum

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

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

Subject: Review of Final Field Team Report.

An expenditure of $7,756.00 was approved in the referenced contract.

Work done consists of stripping, deepening of an incline, and drifting. The work cost $3,056.00.

About 1,100 pounds of mine-run mica was recovered, but the quality and quantity are not such as to warrant further work. The examiners and the Field Team recommend that no certification be made.

I concur with that recommendation.

N. E. Nelson

N. E. Nelson

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

RECEIVED
NOV - 3 1955

October 31, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region V

Subject: Termination Agreement - Idm-E813, DMEA-3726, (mica)
A.T. Garland and Linzie Daniels, Operators. N. C.

Transmitted are three signed copies of the subject termination agreement.

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

Robert A. Laurence

Robert A. Laurence

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

November 14, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-3726 (mica)

Applicant: A. T. Garland & L. Daniels

Name and Location of Property: Lawhern Mine, Yancey Co., N. C.

Contract Number: Idm-E 813

Date of Field Team Report: 10/27/55

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 11/8/55

Field Team Recommendation: Recommend no certification of discovery.

Comments:

1. Exploration disclosed that the pegmatite was thin and discontinuous and that the mica was of inferior quality.

2. Mica was recovered during DMEA exploration; however it was all stained by included biotite and much of it was "tied."

Recommendation: I concur with the recommendation of the field team for no certification of discovery.

W. F. Dietrich
W. F. Dietrich

RECEIVED
NOV 14 1955

C

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1 POST OFFICE BLDG.
WASHINGTON 25, D. C.
KNOXVILLE 2, TENN.

RECEIVED
NOV - 2 1955

October 31, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team - Region V - Knoxville

Subject: Final Report, DMEA-3726, Idm-E813 (mica) A. T. Garland and Linzie Daniels, Newland, N.C. Lawhern Mine, Yancey Co., N.C.

Enclosed are 4 copies of the Field Team Final Report on the subject contract. We agree that certification of discovery should not be issued.

We do not consider that an Operator's final report will add any significant information, and therefore are willing to waive that requirement.

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

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

11-7-55

RECEIVED
NOV - 2 1955

FINAL REPORT
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD TEAM, REGION V

DMEA-3726, Idm-E813, LAWHERN MINE (mica)
Yancey County, N. C.
(mica)

By

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

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

October 27, 1955

Reviewed by
DMEA OFFICE
11-7-55

RECEIVED
NOV - 2 1955

FINAL REPORT ON THE LAWHERN MINE - DMEA-3726, Idm-E813 (mica)

Operators: A. T. Garland and Linzie Daniels, Newland, North Carolina

Location: On the south side of Cane River, 2.08 airline miles S. 58° W. of Burnsville, Yancey County, North Carolina

Exploration was conducted on two pegmatites on this property. Neither pegmatite showed sufficient strategic mica to warrant additional work, thus the contract was terminated. No certification of discovery is recommended.

Work began June 20, 1955, and was terminated by mutual consent October 4, 1955. At Prospects 1 and 2, a trench was cut along the pegmatite, showing discontinuous pods and lenses between the two openings. This trench is about 200 feet long. After trenching was completed, four test pits were sunk on the pegmatite. From 6 inches to 2 feet of pegmatite are exposed in each pit. Little mica was recovered and it was of inferior quality.

Stage III was not undertaken at Prospects 1 and 2 and no additional work is justified.

At Prospect No. 3, Stage IV of the contract was undertaken. Work conducted consisted of the construction of a toolhouse and two magazines, cleaning out 8 feet of muck from an existing incline, deepening incline an additional 39 feet, and driving 25 feet of drift N. 30° E. from the incline.

On the outcrop at Prospect No. 3, the pegmatite is in excess of 6 feet thick. In the incline it gradually thins and at the bottom of the incline is only 12-18 inches thick. In the drift at a point 4 feet from the incline the pegmatite thickens to about 4 feet, but again thins to less than two feet and stays rather constant to the present face. This pegmatite trends N. 30° E. and dips uniformly 70° N. W. It is conformable to the biotite-kyanite gneiss wall rock.

A little mica occurs throughout all the pegmatite, but not in sufficient quantity or quality to justify further work. About 1100 pounds of mine-run mica was obtained from all work. Books up to 8 inches across were recovered; however, all mica is stained by included biotite and much of it is "tied."

Expenditures;

(a) Total approved	$7756.00
(b) Total cost of project	3056.00
(c) Government's share of cost	2292.00
(d) Government's share unexpended	3375.00
(e) Value of production	unknown

Work was conducted in a satisfactory manner. No equipment was purchased for the project.

October 27, 1955

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

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

Docket Copy
Surname:

Hopkins
Z1 Kissane
Dietrich
Selfridge
Kilgaard

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

OCT 24 1955

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

Subject: Docket No. DMEA-3726 - Mica
A. T. Garland and Linzie Daniels
Lawhern Mine
Yancey County, North Carolina
Contract No. Idm-E813

Dear Mr. Laurence:

Reference is made to your memorandum, dated October 11, 1955, requesting permission to terminate the subject contract by mutual consent.

Approval is granted to terminate the subject contract effective October 4, 1955, in accordance with the provisions of DMEA Circular No. 33, June 30, 1954, employing the form "No. 6 Termination Agreement (All contract forms MF-200, MF-200 A)".

Please do not omit any of the appropriate provisions of this form.

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

P.S. Item 3 was omitted from the Termination Agreement form prepared for Contract Idm-E836 (Docket No. DMEA-3801).

JHopkins:gad 10/17/55
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Hopkins

R.C.G.

3026

ACTION ON THE FINAL

OR FINAL FIELD TEAM REPORT

Date OCT 13 1954

Referred to:

1. ~~Mr. Wiskendorf~~
2. ~~Mr. Johnson~~
3. ~~Mr. Chambers~~
4. ~~Docket Control Mails and Files~~
5. ~~Mr. Mulder, Division~~
6. Docket Control Mails and Files

Note comments in report regarding:

1. Termination Recommended
2.
3.
4.

and take appropriate action.

- - - - -

Action taken by Division:
Granted permission to E.T. to Terminate.

ROBERT E. ADAMS

Initials

~~Mr. Thomson~~
~~Mr. Hopkins~~

RECEIVED
OCT 13 1955

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1025 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

October 11, 1955

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: DMEA-3726, Idm-E813 (mica) A. T. Garland and Linzie Daniels
Lawhern Mine, Yancey County, N. C.

Enclosed are three copies of the latest interim report on the subject contract.

We request permission to terminate the contract by mutual agreement, effective October 4, 1955. Certification will not be recommended.

V. J. Lynch

V. J. Lynch, Acting
EXECUTIVE OFFICER
DMEA REGION V

K. H. Teague

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

INTERIM REPORT

DMEA-3726, Idm-E813 (mica) LAWHERN MINE

RECEIVED
OCT 13 1955

OPERATOR: A. T. Carland and Linzie Daniels, Newland, N. C.

LOCATION: On the south side of Cane River, 2.08 airline miles S58°W of Burnsville, Yancey Co., N. C.

Drifting has been in progress on this contract. The Field Examiners recommend that no additional work be performed and that the contract be terminated due to the absence of strategic mica in the pegmatite.

Exploration completed was in three stages at two locations. Stage I consisted of trenching by bulldozer at Prospect No. 2, and Stage II consisted of sinking test pits on pegmatite exposed by Stage I. Test pitting completed did not show the presence of strategic mica in commercial quantities, and the pegmatite narrowed or thinned with depth. Work was stopped, and no additional exploration was recommended in the form of Stage III. At Prospect No. 3, Stage IV of the contract was activated and exploration completed consisted of clearing out 8 feet of muck from the floor of an existing opencut, sinking 39 feet of inclined shaft on the pegmatite, and driving 25 feet of drift from the shaft bottom in a N30°E direction. A toohouse and magazines were built, the shaft was timbered where necessary, and ladders were installed to the bottom of the shaft. All work was conducted satisfactorily.

The Field Examiners recommend that this contract be terminated by mutual consent of both parties, and the operator is in agreement, because the pegmatite does not contain sufficient reserves of strategic mica and has also thinned considerably along its strike. In the last 10 feet of drift, less than 50 pounds of mica was produced, and this mica was of very poor quality.

L. E. Shirley

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

K. H. Teague

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

October 3, 1955

INTERIM REPORT

DMEA-3726, Idm-E813 (mica) LAWHERN MINE

OPERATOR: A. T. Garland and Linzie Daniels, Newland, North Carolina

LOCATION: On the south side of Cane River, 2.08 airline miles S58°W of Burnsville, Yancey Co., North Carolina

Drifting continues on this contract and is now at 18 feet. The present face exhibits a pegmatite body about 2 feet thick, composed of feldspar, quartz, muscovite, and biotite mica. The body is narrowing, and is thinner in the floor area than previously observed. All drift work to date has been conducted from the shaft bottom in a N30°E direction. The operator was advised to continue the drift until another inspection can be made.

Progress has been hampered by insufficient ventilation to the working area. Ventilation equipment has been procured, and will be put in use in the near future. The operator was advised to extend the exhaust on the air compressor, so that exhaust fumes will not enter the air intake.

Mr. V. J. Lynch, Bureau member of the Field Team, Region V, accompanied the field examiners on this visit to the mine.

L. E. Shirley

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

K. H. Teague

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

September 19, 1955

RECEIVED
SEP 16 1955

INTERIM REPORT

DMEA-3726, Idm-E813 (mica) LAWHERN MINE

OPERATOR: A. T. Garland and Linzie Daniels, Newland, North Carolina

LOCATION: On the south side of Cane River, 2.08 airline miles S58°W of Burnsville, Yancey County, North Carolina

Drifting continues on this contract in a N30°E direction, and is now at 16 feet. The drift work has followed a pegmatite varying in thickness from 4 feet to 2 feet. The body dips 70°SW and is composed of feldspar, scattered quartz, biotite mica, and muscovite mica. Approximately 1100 pounds of "mine-run" block has been recovered from all work completed to date.

The operator was advised to continue drifting in the present direction until another visit can be made.

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

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

SEP 9 1955

~~August 9, 1955~~

C

INTERIM REPORT

RECEIVED
SEP - 2 1955

DMEA-3726, Idm-E813 (mica) LAWHERN MINE

OPERATOR: A. T. Garland and Linzie Daniels, Newland, N. C.

LOCATION: On the south side of Cane River, 2.08 airline miles S58°W of Burnsville, Yancey Co., N. C.

Incline shaft sinking has been completed to a total depth of 39 feet. Drift work is underway, and an advance of 4 feet has been made in a N30°E direction. The pegmatite body, as exhibited in the drift, is 4 feet thick and is composed of feldspar, scattered quartz, thin films of biotite mica, and scattered blocks of muscovite mica. About 300 pounds of mine-run block has been recovered from work performed during the past two weeks.

The operator was advised to scale the hanging wall and drift areas after shooting. Drifting will continue to the northeast until another visit can be made.

L. E. Shirley

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

D. H. Amos

D. H. Amos, Geologist
U. S. Geological Survey

August 22, 1955

INTERIM REPORT

DMEA-3726, Idm-E813 (mica) LAWHERN MINE

OPERATOR: A. T. Garland and Linzie Daniels, Newland, N. C.

LOCATION: On the south side of Cane River, 2.08 airline miles S58°W of Burnsville, Yancey Co., N. C.

Prospect No. 3 - Incline shaft sinking continues on this contract and is now at 31 feet. The body remains thin and averages about 12 inches, with an occasional "roll" that thickens to 18 inches. The pegmatite has not changed in composition, and continues to be rich in muscovite mica. Recovery has averaged about 75 pounds of mine-run block per shift for the past week's work. Most of the mica contains stain, and none has been sold to date. Progress on this contract is satisfactory.

L. E. Shirley

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

K. H. Teague D. H. Amos

K. H. Teague and D. H. Amos, Geologists
U. S. Geological Survey

August 8, 1955

RECEIVED
AUG 2 - 1955

INTERIM REPORT

RECEIVED
AUG - 8 1955

DMEA-3726, Idm-E813 (mica) LAWHERN MINE

Operator: A. T. Garland and Linzie Daniels, Newland, N. C.

Location: On the South side of Cane River, 2.08 airline ~~miles S58°W~~ of Burnsville, Yancey Co., N. C.

Prospect No. 3 - Incline shaft sinking continues on this contract and is now at 20 feet. A narrow pegmatite, about 12 inches in thickness has been followed for the last 7 feet of work. The pegmatite is composed of feldspar, quartz and small to medium-sized blocks of muscovite mica, most of which is clear and contains less stain than mica previously examined. An estimated 600 pounds of block mica has been recovered to date. The body is enclosed by a mica-kyanite country rock that has not been subjected to weathering.

The operator was advised to bulkhead off or remove loose muck from existing openings near the surface and the present works. Progress on this contract is satisfactory.

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

K. H. Teague D. H. Amos
K. H. Teague and D. H. Amos, Geologists
U. S. Geological Survey

July 25, 1955

RECEIVED
JUL 25 1955

INTERIM REPORT

DMEA-3726 Idm-E813 (mica) LAWHERN MINE

OPERATOR: A. T. Garland and Linzie Daniels, Newland, N. C.

LOCATION: On the south side of Cane River, 2.08 airline miles S58°W of Burnsville, Yancey Co., N. C.

Prospect No. 2. Test pitting has been completed at this location without finding workable pegmatite, and no additional exploration appears justified. Four test pits have been sunk on a body, trending N15-20°E and dipping steeply NW, which appears to be thinning or pinching with depth. The bottoms of the four pits show a maximum thickness of 12 inches of pegmatite. Small amounts of badly stained mica was recovered during pitting, having little or no commercial value.

Prospect No. 3. Incline shaft sinking is underway at this location, and is now at 13 feet. Some fair quality mica in blocks up to 6 x 8 inches has been recovered from this work. This body appears to thin with depth and varies from 5 feet at the incline portal to 6 to 12 inches in the present bottom. The operators were instructed to stop sinking, if test holes reveal that the pegmatite is not continuous. Sufficient pegmatite exists for some lateral work.

Progress on this contract has been good.

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

L. E. Shirley

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

K. H. Teague D. H. Amos

K. H. Teague and D. H. Amos, Geologists
U. S. Geological Survey

July 14, 1955

RECEIVED
JUL - 8 1955

INTERIM REPORT

DMEA-3726, Idm-E813, LAWHERN MINE (mica)

Operators: A. T. Garland and Linzie Daniels, Ptners. Newland, N. C.

Location: On the south side of Cane River, 2.08 airline miles S. 58° W of Burnsville, Yancey County, N. C.

Work began on this contract June 20, 1955. A toolhouse and powder magazine have been constructed. The pegmatite at Prospects 1 and 2 has been stripped along its strike for about 200 feet under Stage I of the contract. This required 7 machine hours with a bulldozer. Two of the four test pits outlined in Stage II have been completed. One pit about 40 feet south of Prospect No. 2 revealed the pegmatite to be only about 6 inches thick. The other pit located about 30 feet north of Prospect No. 2 showed the pegmatite to be about 1½ feet thick. A few books of mica most of which is stained was recovered from the pit. The location of two additional pits was sited by the Field Examiners; one about 70 feet north of Prospect No. 2 and the other about 120 feet north of Prospect No. 2. If these do not show more prosmising pegmatite, Stage III of the contract will not be undertaken. Work has not begun at Prospect No. 3.

Progress and the work completed to date are satisfactory.

Date of Examination: June 29, 1955.

K. H. Teague and D. H. Amos, Geologists
U. S. Geological Survey.

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

RECEIVED
JUN 22 1955

June 20, 1955

Memorandum

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

From: Acting Executive Officer, DMEA Field Team, Region V

Subject: Contract Idm-E813, Docket No. DMEA-3726 (Mica)
Assignment of Contract - A. T. Garland and
Linzie Daniels, partners, Newland, North Carolina

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

V. J. Lynch

V. J. Lynch

Enclosures 3

Docket Copy
Surname:

Hopkins
Houk
Chamberlin
Selfridge
Hedges

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

JUN - 9 1955

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

Subject: Docket No. DMEA-3726 - Mica
A. T. Garland and Linnie Daniels
Lawhorn Mine
Yancey County, North Carolina

Dear Mr. Laurence:

Please find herewith the original and five copies of a contract covering the subject exploration project which have been signed by the Government with register number and effective date as shown.

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

Please fill in the starting date in Article 3 before the contract is signed by the Operators.

After execution of the contract, the copies are to be distributed in the usual manner. Copies of memoranda from H. E. Nelson of the Geological Survey, dated May 6, 1955, and from W. F. Dietrich of the Bureau of Mines, dated May 17, 1955, are enclosed.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (GCS)

Approved:

J. H. Hedges (JHB)
Member, Bureau of Mines

Thor H. Kiilsgaard (JHB)
Member, Geological Survey

Enclosures 10

JHopkins:gad 5/27/55
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

R.A.L.

in Legal

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

Defense Minerals Administration
RECEIVED
MAY 17 1955

May 17, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-3726 (mica)

Applicant: A. T. Garland & L. Daniels

Name and Location of Property: Lawhern Mine
Yancey County, North Carolina

Date of Field Team Report: 4-29-55

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 5-6-55

Field Team Recommendation:

1. Approval of exploration.

Comments:

1. Two pegmatites are exposed.
2. Both pegmatites appear to be potential areas for strategic mica.
3. Exploration on Southeast Pegmatite is proposed to be conducted in 3 stages at a total estimated cost of $3,842, and on Northwest Pegmatite in 1 stage at an estimated cost of $3,713.

Recommendation:

I concur in the field team recommendation for an exploration project on both pegmatites as outlined above.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

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

May 6, 1955

Re: DMEA-3726
Garland & Daniels
Burnsville, Yancey
Co., N. C.
$7,555.00 - 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 conclusions and recommendation of the Field Team are not too well supported by the information given in the report.

In the work to date approximately 250 yards of rock appear to have been broken and $700.00 worth of mica recovered, a yield of $3.00-per yard or $1.50 per ton.

At prospect No. 3 the best of the three, from approximately 80 yards $500.00 worth of mica is reported to have been recovered and sold, a yield of $6.20 a yard and $3.10 per ton.

In the proposed work approximately 216 yards of material will be broken, and about 500 yards more or less developed.

Perhaps all work should be done on No. 3 prospect. If the results are much better than now indicated they will be, then do work on No. 1-2.

N. E. Nelson

N. E. Nelson

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

April 29, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region V - Knoxville

Subject: Field Examination Report on - DMEA-3726, Garland & Daniels - (mica) Lawhern Mine, Burnsville, Yancey County, N. C.

Transmitted are four copies of the subject report with six extra copies of the map.

We are in agreement with the examiners' recommendations for exploration on this project to be accomplished in stages.

V. J. Lynch

V. J. Lynch, Acting
EXECUTIVE OFFICER
DMEA REGION V

D. H. Amos

D. H. Amos, Geologist
U. S. Geological Survey

Reviewed by
DMEA OPERATING COMMITTEE
5-6-55

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD TEAM EXAMINATION REPORT
REGION V

On

DMEA-3726, LAWHERN MINE
(mica)
Yancey County, N. C.

BY

K. H. Teague and D. H. Amos, Geologists
U. S. G eological Survey

and
V. J. Lynch, Mining Engineer
U. S. Bureau of Mines

April 22, 1955

Reviewed by
DMEA OPERATING COMMITTEE
5-6-55

FIELD EXAMINATION REPORT
On
DMEA-3726, LAWHERN MINE (mica)

Applicants: A. T. Garland and Linzie Daniels, Newland, North Carolina

Three small openings have been made on this property, two on one pegmatite and one on the other. A small amount of strategic mica has been obtained from both places. Exploration assistance is recommended on both pegmatites.

The deposits were examined on April 22, 1955. Messrs. A. T. Garland, Linzie Daniels, and a Mr. Beam, accompanied the examiners on the inspection which required two hours.

This property is along the south side of Cane River, near the R. E. A. power dam, 2.08 airline miles S. 58° W. of Burnsville, Yancey County, North Carolina. An all weather access road extends to the deposits.

Both applicants have had mica mining experience. At present they are mining a property in Cleveland County, N. C. They are financially responsible.

The applicants' lease covers an area of approximately 40 acres. The northernmost prospect is about 200 feet south of Cane River which is the north property line. The southermost prospect is 375 feet north of the south property line. Adequate area is covered by the lease for the proposed exploration project.

Two pegmatites, more or less parallel, are known on this property. They are about 400 feet apart and will be described separately.

South Pegmatite. Prospect No. 1.

This pegmatite trends about N. 10° E. and dips 60-70° NW. Two small openings have been made in it. The northern opening is as an inclined open cut which has a slight overhang on the south. The cut is 30 feet long, 20 feet deep on the uphill side and 10 feet deep on the downhill side. It is on a pegmatite which is about 18 inches thick. The pegmatite is conformable to the foliation of the mica-garnet gneiss wall rock. In one place where a sharp fold occurs, the pegmatite follows the fold. This fold plunges about 10° N. E.; the pegmatite may have a similar plunge.

The sill-like pegmatite is composed primarily of quartz. Some feldspathic pegmatite occurs along the borders of the quartz core. This portion of the pegmatite contains quartz, soda feldspar, muscovite, biotite, and garnet, listed in order of abundance. Some of the muscovite and biotite

are intergrown. Books of mica up to 8 inches across are reported to have been obtained from this place. Mica is not particularly abundant. It is hard, ruby-colored, and free splitting. Some of it contains biotite spots and is cracked. The applicants report that approximately $200 worth of mica has been sold recently from this opening to the Spruce Pine Depot.

Prospect No. 2.

About 120 feet southwest of the above open cut, another old open cut, 30 feet long and 15 feet deep, has been sunk on apparently the same pegmatite. At this opening the pegmatite has a maximum thickness of 4 feet and averages 2.5 feet in thickness. Composition is similar to the other exposure, except less quartz and more soda feldspar is present. Also some coarse-bladed kyanite occurs as small segregations. The mica appears to be of ~~the~~ better quality than that obtained from the Northern opening.

Northwest Pegmatite. Prospect No. 3

Only one opening has been made on this pegmatite. This opening is an open cut which has a 17-foot drift to the northeast from the bottom of the cut. It is 18 feet deep and 15 feet long. The opening is on a pegmatite which averages 5 feet in thickness. The pegmatite trends N. 25° E., dips 75-80° NW. and is conformable to the mica-kyanite gneiss wall rock. It is poorly zoned, with mica occuring in a one-foot zone along both contacts, with occasional scattered blocks in the quartz core. The pegmatite is composed of a poorly defined quartz core, flanked by one-foot zones which contain quartz, soda feldspar, muscovite, biotite, garnet and kyanite. Mica books in relatively large sizes occur in the wall zones, although the blocks are relatively thin. The mica is ruby-colored, hard, clear, free splitting, and flat. Sizes up to 7 - 8 inches across are present. The applicants report that approximately $500 worth of mica has been sold recently from this opening.

Little more than prospecting has been done on these pegmatites. Even though neither of them exhibit possibilities for large reserves, they do have promise of containing considerable mica of strategic quality. Exploration assistance is recommended on both pegmatites. On the southeast one the exploration should be staged. The following exploration program is recommended:

Southeast Pegmatite.
Stage I

Strip overburden from pegmatite between the two openings (Prospect No. 1 and No. 2) and extend trench 100 feet southwest from the southern pit (Prospect No.2) on this pegmatite.

Stage II

Sink four, 6-foot test pits on most promising exposures, if any.

Stage III

Sink 40-foot shaft on pegmatite at best exposure and drive 50 - feet of level from shaft.

Northwest Pegmatite. Prospect No. 3

Construct:

Toolhouse, powder and exploder magazines.
Clean out 8 feet of muck from floor of open cut.
Sink a 40-foot incline on pegmatite and drive 50 feet of level.

Estimated Cost:

Southeast Pegmatite
Stage I.

Bulldoze 250 foot trench along pegmatite,

Bulldozer (D-6 or equivalent) 10 hrs. @ $10/hr.		$100.00
Stage II.		
Four 6-foot test pits @ $8.00/ft.		192.00
Stage III		
Sink 40-foot inclined shaft (30 shifts)		
Labor:		
1 - Miner @ $1.50/hr.	$360.00	
1 - Hoistman @ $1.25/hr.	300.00	
1 - Laborer @ $1.00/hr.	240.00	
Equipment (rental):		
Compressor and drill @ $220/Mo.	330.00	
Hoist @ $50/Mo.	75.00	
Supplies:		
Explosives	125.00	
Timber, 1000 b.f. @ $60/M	60.00	
Gasoline and oil	80.00	
Drill steel	75.00	
Small tools	75.00	
Miscellaneous	25.00	
Insurance and Social Security	55.00	$1,800.00

Drive 50 feet of level (25 shifts)

Labor:		
1 - Miner @ $1.50/hr.	$300.00	
1 - Hoistman @ $1.25/hr.	250.00	
2 - Laborers @ $1.00/hr.	400.00	
Equipment (rental).		
Compressor, drill and jackleg @ $230/Mo.	287.50	
Hoist @ $50/Mo.	62.50	
Supplies:		
Explosives	160.00	
Gasoline and oil	100.00	
Drill steel	75.00	
Small tools	50.00	
Miscellaneous	15.00	
Insurance and Social Security	50.00	$1,750.00
Estimated total costs Stages I - III		$3,842.00

Northwest Pegmatite. 1/03 Prospect

Toolhouse	75.00	
Powder magazine	25.00	
Exploder magazine	13.00	
Clean out 8 ft. of muck from floor of open cut	50.00	
Sink 40-foot incline shaft on pegmatite (same cost as above)	1800.00	
Drive 50 feet of level (same as above)	1750.00	$3,713.00
Estimated Cost for both pegmatites		$7,555.00

Inspected: April 22, 1955.

K. H. Teague and D. H. Amos, Geologists
U. S. Geological Survey
and
V. J. Lynch, Mining Engineer
U. S. Bureau of Mines

z

FILE COPY
Surname:

Hopkins
Houk
Hedges
Kiilsgaard
Selfridge
Kjellmann

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

APR - 8 1955

Messrs. A. T. Garland and
Linzie Daniels
Newland, North Carolina

Re: Docket No. DMEA-3726 - Mica
A. T. Garland and Linzie Daniels
Lawhern Mine
Yancey 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. Laurance, 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 that you may give the members of the field team during the examination will be appreciated.

Sincerely yours,

C. O. Mittendorf

Administrator

JHopkins:ad 4/4/55
Copy to: Admr. R. File
Docket
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

RCG.

FILE COPY
Surname:

Hopkins
Hoch
Selfridge
Fleitman

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

APR - 8 1955

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

Subject: Docket No. DMEA-3726 - Mica
A. T. Garland and Lizzie Daniels
Lauhorn Mine
Yancey 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 by E. L. Newcomb of the Geological Survey, dated March 23, 1955, and W. F. Dietrich of the Bureau of Mines, dated April 4, 1955, are enclosed for your information.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (GCS)

Approved:

J. H. Hedges (GCS)
Member, Bureau of Mines

Thor H. Kiilsgaard (GCS)
Member, Geological Survey

Enclosures 4

JHopkins:ad 4/6/55
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

R.L.

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

APR - 5 1955

April 4, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-3726 (mica)

Applicant: A. T. Garland & Linze Daniels

Name and Location of Property: Lowhern Mine
Yancey County, North Carolina

Date Application Rec'd. by Br. of Ceramic & Fertilizer Mtls.: 3/17/55

Comments:

1. The application, as submitted by the applicant, is inadequate to determine the location of the property, geologic features, proposed exploration, or amount desired to conduct exploration.

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

Recommendation:

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

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

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

March 23, 1955

Re: DMEA-3726
Garland & Daniels
(Lowhern Mine)
Yancey Co., N. C.
Mica

Memorandum

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

From: E. L. Newcomb, U. S. Geological Survey

Subject: Review of application

The operator has not presented an exploration proposal and therefore there is no estimate of costs.

We do not have any information on this property. Apparently there has been some development on the property as two shipments have been sold to the Spruce Pine depot.

I recommend the application be referred to the Field Team for their review and recommendations. If they have favorable information, at Knoxville, the Field Team should examine the Lowhern mine when they are next in the area.

E. L. Newcomb
E. L. Newcomb

March 17, 1955
Subject: DMEA 3726
Re: Exploration Assistance
Lawhern Mine

Messrs. A. T. Garland and
Linzie Daniels
Newland, North Carolina

Gentlemen:

The receipt of your application dated February 7, 1955 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA 3726 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

March 17, 1955

Memorandum

To: Executive Officer, DMEA Field Team, Region V

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number

There is listed below the assigned docket number to an application recently received from Region V.

DMEA - 3726 A. T. Garland & Linzie Daniels

Robert E. Adams,
Chief, Operation's Control
and Statistics Division

P.S. Will you please see that all copies of applications are stamped with the date received, before mailing to the Washington office.

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 16 1955

March 14, 1955

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Application: A.T. Garland & Linzie Daniels, Newland, N.C. (mica)

Transmitted are three copies of the subject application, 6 copies of the Owner's Consent to Lien, 1 copy of the sketch map of the property and a copy of the lease.

One copy of the application has been retained in this office for our files.

V. J. Lynch

V. J. Lynch, Acting
Executive Officer, DMEA
Field Team, Reg. V.

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 16 1955

March 14, 1955

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Application: A.T. Garland & Linzie Daniels, Newland, N.C. (mica)

Transmitted are three copies of the subject application, 6 copies of the Owner's Consent to Lien, 1 copy of the sketch map of the property and a copy of the lease.

One copy of the application has been retained in this office for our files.

V. J. Lynch, Acting
Executive Officer, DMEA
Field Team, Reg. V.

ZM

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED
MAR 16 1955

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

Not to be filled in by applicant

Docket No. 3726
Metal or Mineral Mica
Date Received 3-16-55
Estimated Cost no amount shown
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: A. T. Garland & Linzie Daniels
Newland, N. C.

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

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

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

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

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract We have 10 year lease on approximately 40 acres of land

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

(*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.

(*e*) If you own the land, describe any liens or encumbrances on it None

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

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

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

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

(*d*) State the facts with respect to the accessibility of the project: Access roads, distances to shipping, supply and residence points. good road within 100 ft. of mine

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

16—66551-1

We have worked this mine approximately 4 months. Vein is running straight down between 2 slates. We are approximately 20 ft. down. We have just purchased a new air compressor and jack hammer. We have also got a hoist, we plan to get up there this week. We have made 2 small sales of mica. They stated at the Gove. depot this was a fine grade of mica.

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Money ☑ Use of equipment owned by you ☐ Other

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated Feb. 7, 1955, 195...

W. Garland & Linzie Daniels
(Applicant)

By.....

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

(b) Plat enclosed.
(c) We have worked this mine approximately 4 months. We would like to explore another 12 months.
(d) We have four experienced miners.
6 Estimate of costs:
(a) Independent contracts - labor at $32.00 per day.
(b) Labor, supervision, consultants - 4 experienced miners at $1.00 per hour each, $32.00 per day.
(c) Operating materials and supplies - No equipment less than $50.00. Fuel-gasoline for compressor 7 gal. per day, for hoist 5 gal. per day, Water nearby.
(d) Operating equipment - purchased a new Ingersoll-Rand air compressor on a rental-purchase basis on which we pay $242.00 per month. We also purchased a hoist on which we pay $100.00 per month. We have had this equipment less than two months.
(e) Rehabilitation and repairs - We have purchased two runs of steel which will cost us $90.00 for repairs.
(f) New buildings, improvements, installations - We need a new tool house and storage house, which will cost around $500.00. $200.00
(f) Miscelleanous-dynamite, caps, etc., repairs, around ~~$100.00~~ per month.
(g) Contingencies-

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 16 1955

THE GREAT STATE OF NORTH CAROLINA, County of Yancey

THIS MINING LEASE made and entered into this the 10 day of March 1955 by and between L. F. LAWHERN and wife, DENNY LAWHERN, parties of the first part, hereinafter referred to as OWNERS, and A. T. GARLAND and LINZIE DANIELS, parties of the second part, hereinafter referred to as LESSEES,

W I T N E S S E T H:

THAT the owners, for and in consideration of the performance of the conditions and agreements and the payment of royalties as hereinafter set forth, have bargained and leased and by these presents do bargain, lease and grant unto the lessees, their heirs and assigns, for the period of time fixed in paragraph 1 below, a certain tract or parcel of land for the purpose of mining mica located in Burnsville Township, Yancey County, North Carolina, adjoining other lands of L. F. Lawhern, and bounded as follows:

BEGINNING on a wild cherry near the top of the hill, a corner in the old Gibbs line and running thence N. 70° and 50 minutes East 176 feet with Gibbs line to a poplar at a spring; thence S. 76° E. 376 feet crossing the road to a birch at Calloway branch; thence due E. 396 feet up the hill to a stake in the old Byrd line; thence N. 65° E. 346.5 feet with the Byrd line to a water oak stump on the ridge in the Dellinger line; thence N. 25° W. 198 feet down the ridge to a stake; thence N. 3° E. 165 feet down the ridge to a stake; thence N. 15° W. 528 feet to a buckeye in the Northwest Utilities Company's dam in Cane River; thence S. 30° W. 280.5 feet up Calloway Branch to a lynn on the W. bank; thence N. 84° W. 1194 feet crossing the road and up the ridge to a stake on top of a ridge; thence S. 2° 30 minutes W. 920 feet with the old line to a stake in Arthur Gibbs corner thence N. 78° E. 346.5 feet to the point of BEGINNING, containing 26.3 acres.

AND BEING a part of a larger tract of land described in a Deed dated 5 May 1939 from George Brown, et al, to L. F. Lawhern and wife, Denny Lawhern, recorded in Yancey County Deed Book 83, page 337.

TO HAVE AND TO HOLD said premises for the purpose of mining mica unto the lessees, their heirs and assigns, for the period of time fixed in paragraph 1 below, upon full compliance with each and all of the following stipulations and agreements.

1. PERIOD OF TIME: This lease shall begin as of the date hereof and shall be and remain in full force and effect for a period of ten (10) years from this date, unless sooner terminated as hereinafter provided.

If the lessees should, for any cause whatever fail for a period of thirty (30) days at any one time to conduct mining operations upon said premises in a workman-like manner, weather permitting, using proper and sufficient machinery tools, equipment and labor, then and in that event this lease shall automatically and immediately terminate and be of no further force and effect (EXCEPT the lessees shall and hereby expressly agree to pay all royalties or amounts due under this lease at the time of such termination) and upon the termination of this lease, the owners shall have the right to re-enter and take possession of the premises without further notice to the lessees.

2. TIME TO BEGIN: It is expressly understood and agreed that the lessees shall begin the mining operations in a workman-like manner as hereinafter required on or before the date hereof and the failure to so begin with that time shall cause this lease to terminate and be of no further force and effect.

3. MINING RIGHTS: The lessees shall have the right to enter upon said premises and search for, dig for, and obtain mica and any and all other minerals found while mining for mica and in so doing may use a bulldozer and any other equipment and labor as the lessees may elect.

The lessees shall have a right of ingress and egress over other lands of the owners so as to conduct mining operations on said premises leased hereby and operated under this lease, and shall have a right to use any existing roads and ways on the lands of the owners.

The lessees shall have the right to cut and use so much designated timber as may be necessary for the safe operation of the mines, it being expressly agreed and understood that the owners shall designate sufficient timber for mining purposes and only designated timber shall be cut and used by the lessees.

4. MANNER OF WORK: The lessees shall use sufficient machinery, equipment, tools, appliances and labor so as to conduct mining operations upon said premises in a workman-like manner and the failure to do so for a period of thirty (30) days at any one time, weather permitting, shall cause this lease to be terminated as stated in paragraph 1 above.

The lessees shall keep all mines and premises in a clean and safe condition, shall do no unnecessary damage to the premises, and shall surrender the premises to the owners in a clean, safe condition upon the termination of this lease.

The Lessees shall prepare and sheet all mica so as to produce the highest sales price, which shall be the basis for royalty.

5. ROYALTY: The lessees shall and hereby expressly agree to pay to the owners a royalty or royalties for all minerals mined and removed from said premises as follows:

(a) One-eighth (1/8th) of the gross sales price for all scrap and prepared mica; and

(b) The usual and customary royalty in this locality on any and all other minerals.

Payment of royalties shall be paid by the lessees to the owners immediately after each sale and especially within five (5) days from sale.

6. RECORDS and STATEMENTS: The lessees shall keep accurate records of all weights and amounts of all minerals mined and removed from said premises, and at the time the payment of royalties is due shall furnish to the owners an accurate statement showing the amounts, weights, and prices of minerals mined and removed from said premises during the period of time for which said royalties are due, together with a copy of the Bill of Sale.

The lessees shall also at any time upon the request of the owners furnish and exhibit the records and books of the lessees as to all minerals mined and removed from said premises.

7. CONDUCT ON PREMISES: The lessees shall not allow drinking or gambling upon the premises and in the event that this stipulation or any other portion of this agreement is breached by the lessees, this lease shall be terminated at the option of the owners.

8. This Lease shall not be transferred or assigned without the written consent of the owners, EXCEPT this provision shall not apply to a contract between the lessees and O. C. Daniels relative to mining operations on said premises.

9. COVENANTS: The owners covenant to and with the lessees, their heirs and assigns, that they have a right to execute this Lease upon the terms herein contained; that the premises are free and clear from all encumbrances, and that they will forever warrant and defend the title to the same against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said owners and the said lessees have hereunto signed their signatures and affixed their seals the day and year first above written.

L. F. Lawhern (SEAL)
L. F. Lawhern

Denny Lawhern (SEAL)
Denny Lawhern

OWNERS

R. T. Garland (SEAL)
R. T. Garland

Linsie Daniels (SEAL)
Linsie Daniels

LESSEES

STATE OF NORTH CAROLINA, County of Yancey

I, Lowe Thomas C. S. C., ~~Notary Public~~, do hereby certify that L. F. LAWHERN and wife, DENNY LAWHERN, as OWNERS personally appeared before me this day and acknowledged the due execution of the foregoing MINING LEASE for all the purposes therein expressed.

Let the instrument, with the certificates, be registered.

WITNESS my hand and official seal this 10 day of March 1955.

~~My commission expires~~ _____ 19 _____

Lowe Thomas C. S. C.
~~Notary Public~~

STATE OF NORTH CAROLINA, County of

I, Lone Lemon, C.S.C. ~~Notary Public~~, do hereby certify that A. T. GARLAND and LINZIE DANIELS as LESSEES personally appeared before me this day and acknowledged the due execution of the foregoing MINING LEASE for all the purposes therein expressed.

WITNESS my hand and official seal this day of March 1955.

Let the instrument, with the certificates, be registered.

~~My commission expires~~ _____ 19 _____.

Lone Lemon.
~~Notary Public~~ C.S.C.

MINING LEASE

L. F. LAWHERN and wife,
DENNY LAWHERN

to

A. T. GARLAND and LINZIE
DANIELS

map

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
ELECTROTECHNICAL LABORATORY
NORRIS, TENNESSEE

OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID
PAYMENT OF POSTAGE, $300
(PMGC)

NORRIS
MAR 11
4 PM
1955
TENN.

Map

~~Joy L. Chambers~~
Defense Minerals Exploration Administration
Interior Building
Washington 25, D. C.

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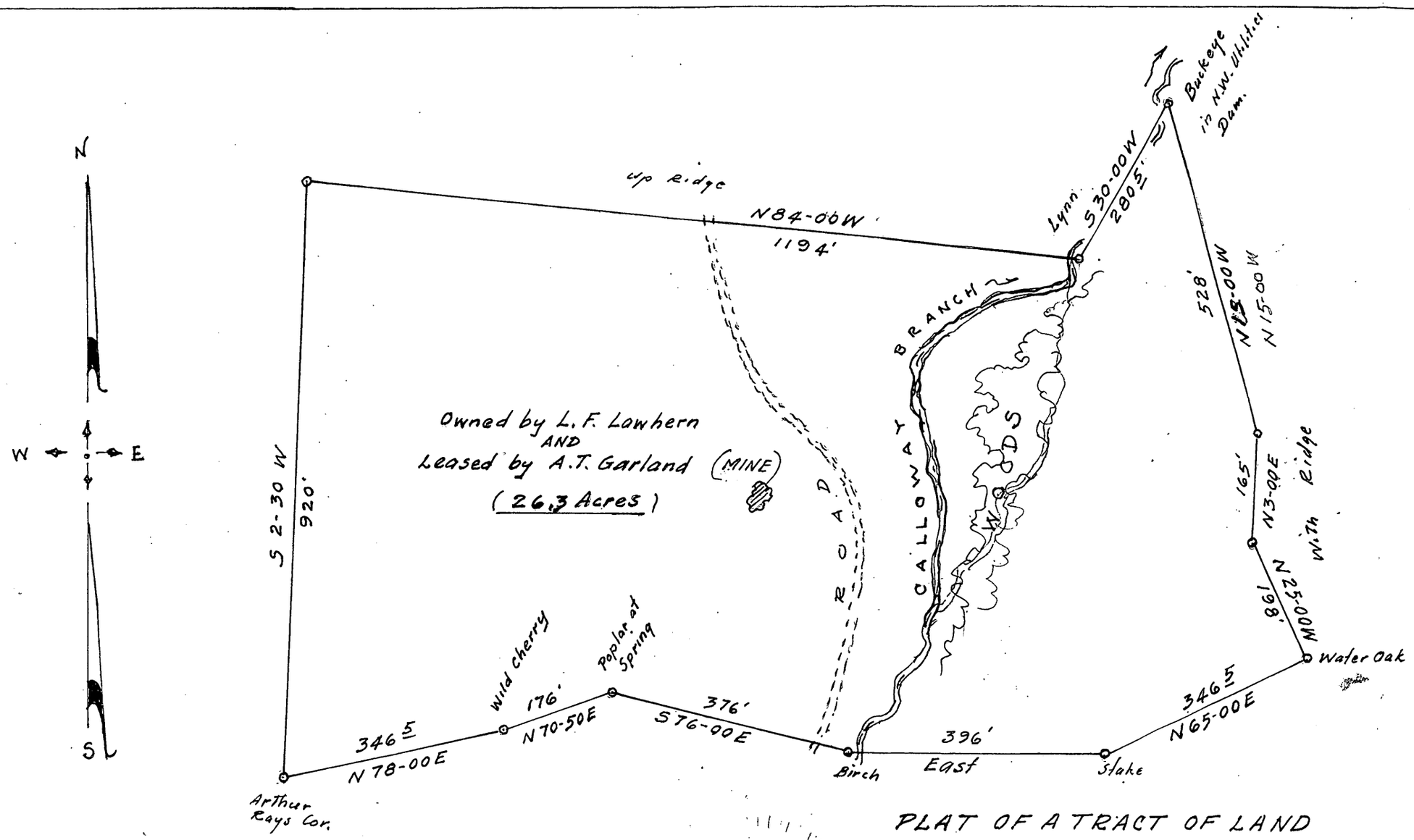
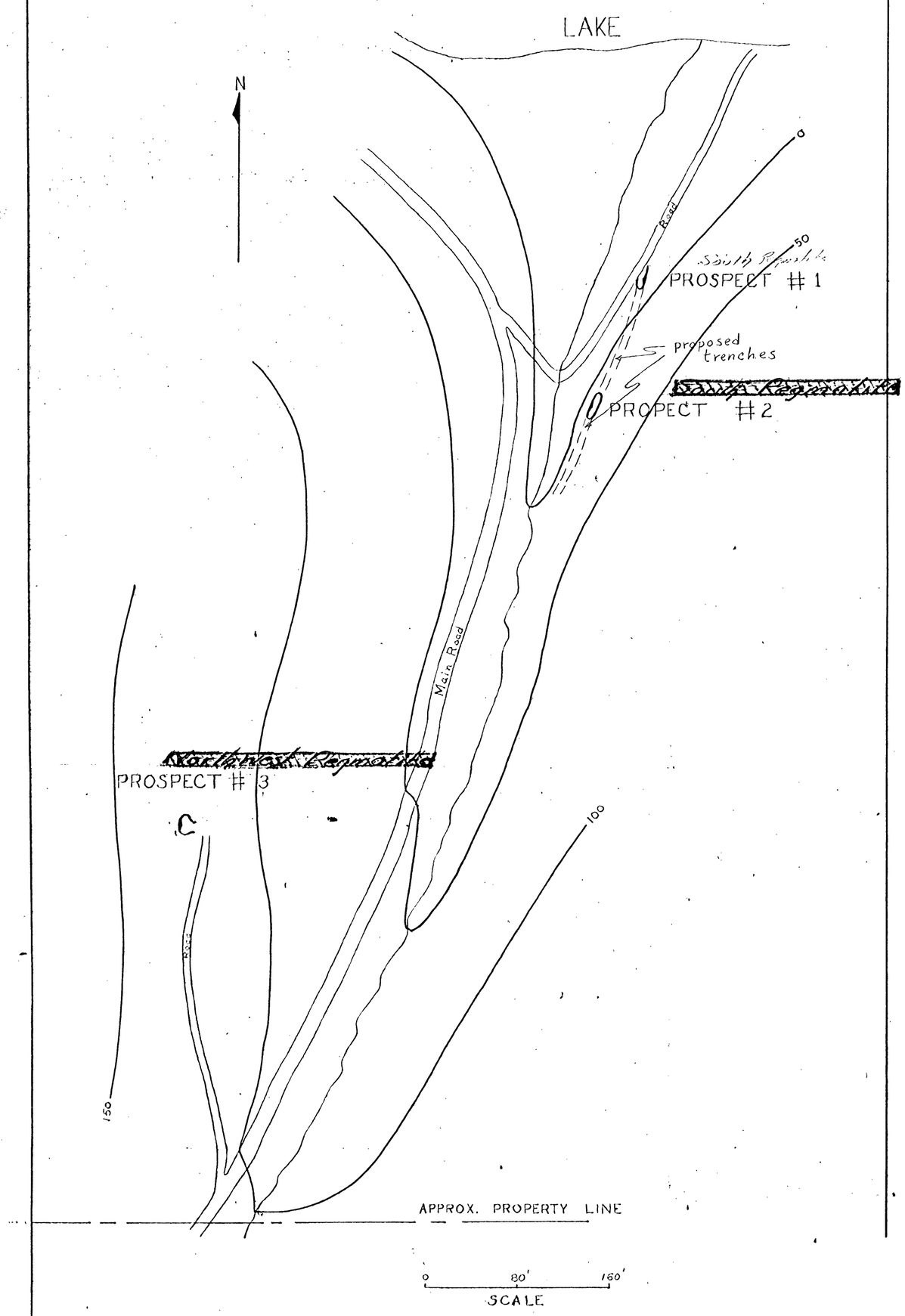
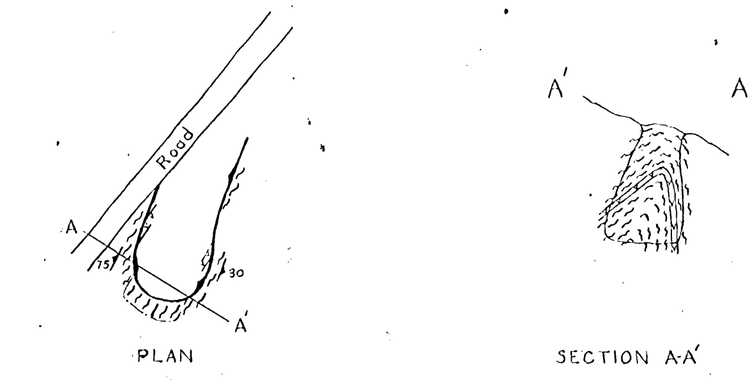


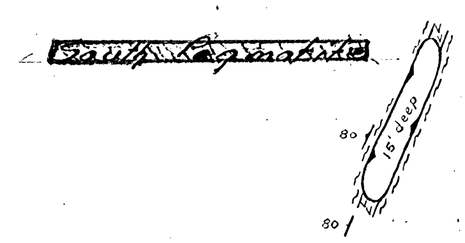
PLAT OF A TRACT OF LAND
ON BAKERS CREEK
(Containing Lawhern Mines)
YANCEY COUNTY
North Carolina)

Scale 1" = 200' March 5th, 1955
Earl Sholes, Engineer.



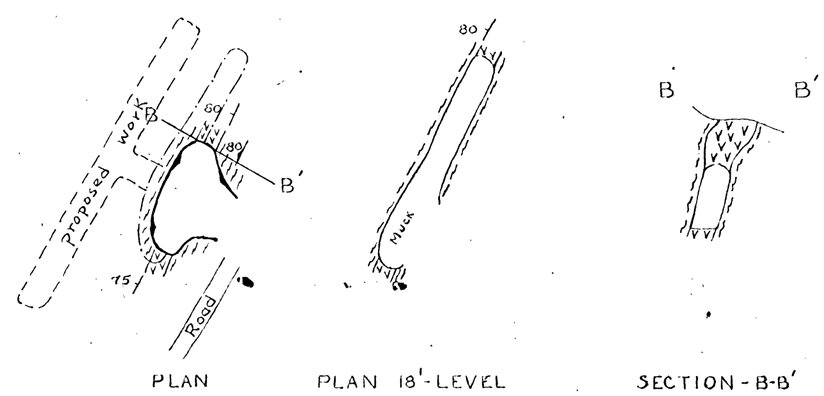


PROSPECT # 1



LEGEND
- mica gneiss
- pegmatite
- strike & dip of foliation
- strike & dip of contact
- contact
- cut
- outline of underground workings

PROSPECT #2



PROSPECT # 3

SKETCH OF
LAWHERN MINE
YANCEY CO., N.C.

DMEA-3726 (mica)

April 22, 1955