DMEA 3811

DOCKET INDEX

ACTION DOCUMENTS

1	APPLICATION	DATE RECEIVED	5/16/55
2	CONTRACT	DATE	6/30/55
3	TERMINATION AGREEMENT	DATE	
4	CERTIFICATION	DATE	
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6	AMENDMENTS - NUMBERS	DATE	

Docket copy

MF-200A
(Revised June 1954)

Docket No. DMEA 3811

Commodity Mica

Contract No. Idm-E 833

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

It is agreed this 30th 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] Joe R. Vance, whose mailing address is Plumtree, North Carolina, hereinafter called the "Operator," as follows:

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

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

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

(b) The Operator represents and undertakes that:

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

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

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

[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 August 22, 1955 shall commence the work, and on or before December 31, 1955 (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 $3,264.00 The Government will contribute 75 percent of the fixed unit costs as work is performed, in a total sum not in excess of $2,448.00: *Provided,* That until the Operator has rendered to the Government his final report, and any final auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of 10 percent of the estimated total cost of the work. The Government will make its contribution on the basis of the monthly vouchers referred to in Article 6(b), but all payments by the Government are provisional only, subject to audit, until the account between the Operator and the Government is finally audited and settled. To the extent that excesses over fixed unit costs or any excess over the estimated total cost may be necessary for the performance of the work, the Operator shall incur and pay such excesses for his own account without contribution by the Government. The Government may make payments directly to independent contractors and suppliers for the account of the Operator rather than to the Operator.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11. *Changes and added provisions.*—

Executed in sextuplicate the day and year first above written.

JOE C. VANCE

(Operator)

By Joe C. Vance

THE UNITED STATES OF AMERICA

By C. C. Mitchell

Administrator, Defense Minerals Exploration Administration

Robin

Hopkins

Hoch

Chambers

Dredrick

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. H. Munson

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

EXPLORATION PROJECT CONTRACT
JOE C. VANCE
DOCKET NO. DMEA-3811

ANNEX I

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

A Mine known as the Crab Orchard Mine situated in the Crab Orchard Tract of Land about 1/4 mile north of Plumtree, N. C. on west side of Toe River. The said Crab Orchard Mine is located in the piece of land known as the Orchard Piece near the drainage Ditch carrying water from the Birch Spring, in plot of land described by the following: Beginning at a Birch Tree at The Birch Spring and running south 875 Feet to an Apple Tree in the Orchard Piece, thence east 750 Feet to a Locust Tree, thence north 890 feet to a Poplar Tree near mouth of Ditch, thence west 725 feet to the beginning.

EXPLORATION PROJECT CONTRACT
JOE C. VANCE
DOCKET NO. DMEA-3811

EXHIBIT "A"

Description of the Work

The location of the work is shown, in part, on the map entitled "Sketch of the Crab Orchard Pros. Avery Co., N. C. DMEA-3811 June 1, 1955," attached hereto and made a part hereof. The work consists of the following:

1. Construct:

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

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

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

The toolhouse may be unfloored; shall have protective roof covering; and shall be equipped with lock and key.

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

2. Sink a 40-foot, 2-compartment timbered shaft, having minimum cross-sectional dimensions of 5 feet by 7 feet in the clear of timber.

3. At a point 5 feet above the bottom of the shaft, drive 50 feet of drifts on the pegmatite having minimum cross-sectional dimensions of 5 feet by 7 feet in the clear of timber.

All work shall be timbered as necessary.

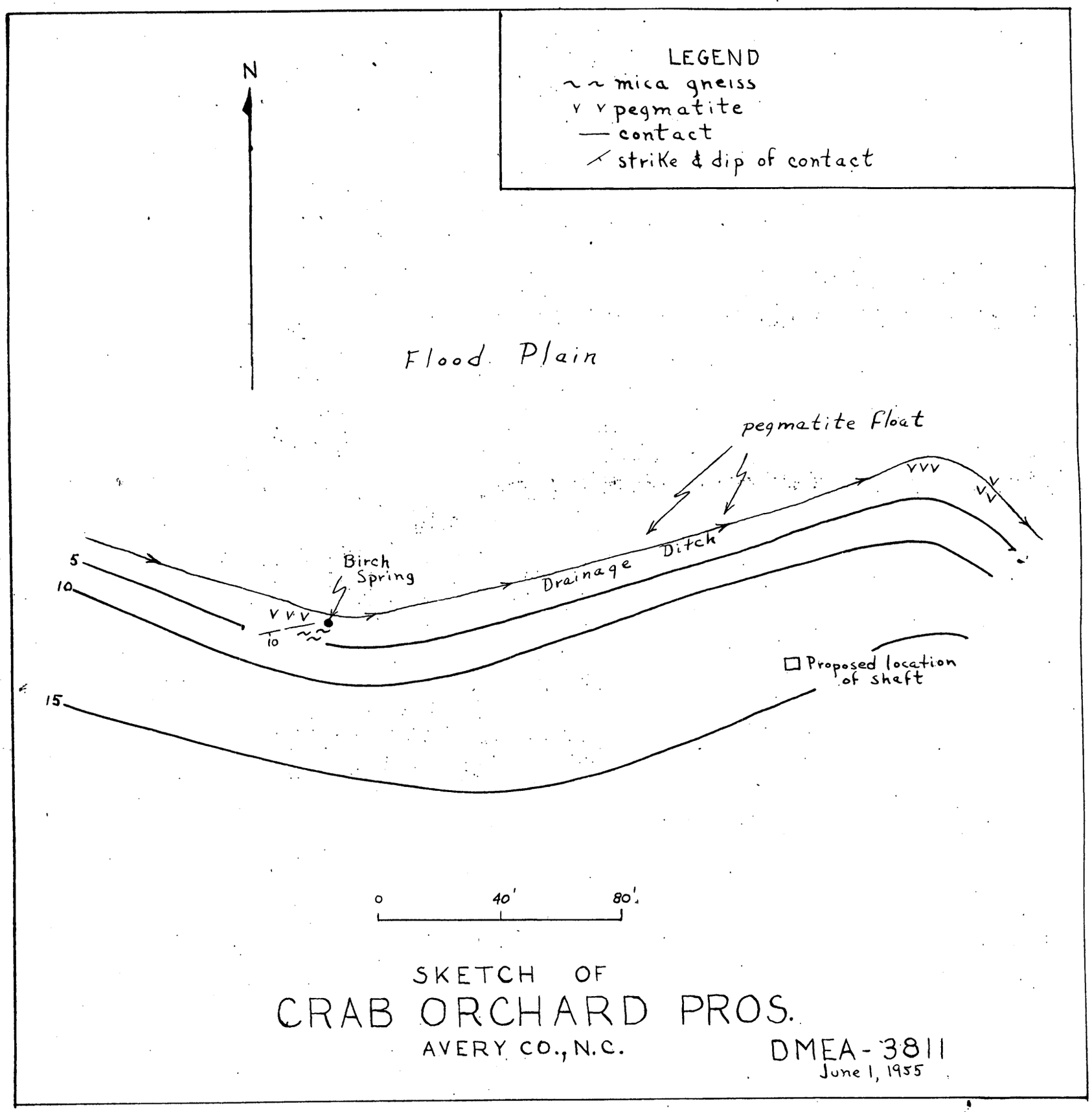
The location, inclination, direction, and extent of all work are subject to approval of the Government.

Fixed Unit Costs

(The unit costs include all costs whatsoever necessary to complete the work.)

Construct:		
Toolhouse 1/	$ 75.00	
Powder magazine 1/	25.00	
Exploder magazine 1/	14.00	
Sink 40 feet of shaft @ $35.00/ft.	1,400.00	
Drive 50 feet of drifts @ $35.00/ft.	1,750.00	
Estimated Total Cost of Project		$3,264.00
Government Participation @ 75%		$2,448.00

1/ The completed work constitutes the unit.



SKETCH OF

CRAB ORCHARD PROS.

AVERY CO., N.C.

DMEA-3811

June 1, 1955

MF-203
Revised March 24, 1955

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

RECEIVED
JUN - 6 1958

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Avery, State of North Carolina, described [redacted]/in lease on mine known as Grab Orchard Mine dated May 6th, 1958 to Joe C. Vance of Plumtree, N. C. Avery County.

_____,

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

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

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

None Done

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

None

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

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

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

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

5. Added provision: _____

Dated this 2 day of June, 1955.

W W Avery Heirs [Seal]

Buena Carr, Agent [Seal]

_____ [Seal]

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

_____

[Corporate Seal]

cw

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

DOCKET COPY
Surname:
Hopkins
Cullerton
Chambers
Selbridge
Johnson

SEP 21 1956

Mr. Joe C. Vance

Plumtree, North Carolina

Re: Docket No. DMEA-3811-mica
Joe C. Vance
Crab Orchard Mine
Avery County, North Carolina
Contract No. Idm-E833

Dear Mr. Vance:

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

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

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

Sincerely yours,

C. O. Mittendorf (for)

Administrator

JHopkins:ms 9/21/56
Copy to: Docket
Mr. Chambers
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Admr. R. File
Buena Vance, Agent for W. W. Avery Heirs.....landowners....copy to Field Team for forwarding

R.C.H.

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

Project Summary Report

September 21, 1956

By: James Hopkins

1. Docket No. DMEA-3811-mica
Joe C. Vance
Crab Orchard Mine
Avery County, North Carolina
Contract No. Idm-E833

Operator: Joe C. Vance
Plumtree, North Carolina
Operator's Property Rights:
Lessee of Mineral Rights on land owned by W. W. Avery Heirs, - Buena Vance, Agent.

2. Contract: dated June 30, 1955

(a) Work authorized:

Construction - buildings	$ 114.00
Shaft Sinking 40 ft. @ $35.00/ft.	1,400.00
Drifting 50 feet @ $35.00/ft.	1,750.00
Estimated total cost	$3,264.00

(b) Amendments:
none

(c) Work Completed:

Buildings - construction	$ 114.00
Shaft Sinking 30 ft. @ $35.00/ft.	1,050.00
Drifting 50 ft. @ $35.00/ft.	1,750.00
Total cost of project	$2,914.00

Work began July 14, 1955.
Work terminated (completed) October 20, 1955.
Final Field Team report dated November 8, 1955.
Operator's Interim reports accepted as Final.

3. Audit:
Report of Review dated November 22, 1955.

Total Cost as billed by operator	$2,914.00
Exceptions	none
Total accepted cost	$2,914.00
Government participation	$2,185.50

4. Certification of Discovery - none issued

5. Comments:

Mica-bearing pegmatite had been uncovered by recent ditching. The mica was of excellent quality and pegmatitic material was uncovered for a distance in excess of 100 feet.

Geologic Premise upon which work was based:

Pegmatite at least 6 feet thick is conformable to mica gneiss.

Field Team reports mica as being abundant and occurs in sizes at least 6" in diameter. The mica is non-ruby in color, hard, flat, clear and free-splitting.

Geologic Criteria developed during the project:

Two essentially flat-lying pegmatites separated by 3 to 5 feet of biotite gneiss. Each is about 2' thick. The upper is zoned with 8" to 10" quartz core and all mica is scrap. The lower is zoned and contains mica that is flat and clear altho sizes are small.

The pegmatites thin to a feather edge in 10-foot drifts on the 30-foot level.

Future Possibilities:

No further work is warranted.

There were no reserves developed during the project and no sales of mica.

The project was conducted in a satisfactory manner.

Recommendations:

The Field Team recommends that no certification of discovery be issued.

The Nonmetallic Minerals Division and the Commodity Divisions of the Geological Survey and the Bureau of Mines concur in the recommendation.

James Hopkins

IN REPLY REFER TO:

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

RECEIVED
MAR 12 1956

March 9, 1956

Re: DMEA 3811, Idm-E833
Joe C. Vance
Crab Orchard Mine
Avery Co., N. C.
$3,264.00 - 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

The contract approved the expenditure of $3,264.00 and $2,914.00 was spent.

The work consisted of a 30-foot vertical shaft and 50 feet of level work from it in 3 headings. Because of a ditch, work could not be done on the outcropping pegmatite on which the application was based and it seems unlikely that either of the two pegmatites cut in the shaft are a part of the one that outcrops in the ditch. The two pegmatites pinch out in the three headings. The maximum thickness of the pegmatites noted is 2 feet.

All mica recovered is scrap, though books up to 8 inches across were seen.

The examiners conclude that additional work is not warranted and with 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
BUREAU OF MINES
WASHINGTON 25, D. C.

RECEIVED
DEC - 1 1955

November 30, 1955

3391

3811
3391

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-3811 (mica)

Applicant: Joe C. Vance

Name and Location of Property: Crab Orchard Mine, Avery County, N. C.

Contract Number: Idm-E 833

Date of Field Team Report: 11/8/55

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

Field Team Recommendation: Recommend no certification of discovery.

Comments:

1. The two pegmatites intersected were thin, and did not contain workable quantities of mica.

2. Expenditures -

Total approved	$3,264.00
Total cost	2,914.00
Gov't. share of the cost	2,185.50
Value of production during operation	None

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

W. F. D.

W. F. Dietrich

W. F. Dietrich

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

WASHINGTON

RECEIVED
NOV 21 1955

November 17, 1955

Memorandum

To: E. D. Talbert, DMEA - Contract Admin. & Audit Division

From: Executive Officer, DMEA - Region V - Knoxville

Subject: DMEA-3811, Idm-E833 (mica) Joe C. Vance, Plumtree, N. C.
Crab Orchard Prospect, Avery County, N. C.

Reference is made to your letter of November 15.

The Field Team final report on this contract confirms the figure of 30 feet. At the time, I asked Mr. Teague whether the 29.5 foot figure in the interim report or the 30 foot figure in Operator's report was correct. He replied that the 29.5 foot measurement was made when water and muck covered the bottom of the shaft and was only approximate. Later it was determined that the shaft was actually 30 feet deep. The correct figure was given in the final report.

Robert A. Laurence

RAL/am

cc:
Lynch
Shirley
Files

Talbot

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

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

15 1955

Re: DMEA-3811, Ida-2633
Joe C. Vanno
DMEA-3677, Ida-2664
Bonne, Heller & Flynt
DMEA-3901, Ida-2685
Ruby Mining Company

Dear Mr. Lawrence:

Reports of Review in lieu of final audits are in the process of preparation for the referenced contracts. Before release of these Reports of Review further information appears necessary.

The Operator's final MF-104 for DMEA-3811, Ida-2633, claims reimbursement for 30 feet of shaft sinking. The reports received from the Field Team, however, state that the shaft was sunk to a depth of 39.5 feet. A confirmation of the footage the shaft was actually sunk would be appreciated.

The Field Team reports covering DMEA-3677, Ida-2664, and DMEA-3901, Ida-2685, state the sizes of the trenches bulldozed, but do not indicate the hours of bulldozing involved. Since the contract provides for contribution by the Government on the basis of hours of bulldozing actually performed, this information is necessary before the Reports of Review may be released. A statement indicating the hours of bulldozing would be appreciated.

Sincerely yours,

E. D. Talbert
Auditor

EDTalbert/wb
November 15, 1955

Copy to: Docket (3)
Admr. Reading File
Mr. Chambers

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

RECEIVED
NOV 1 6 1955

November 14, 1955

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Final Report- DMEA-3811, Idm-E833 (mica) Joe C. Vance, Plumtree, N. C. Crab Orchard Mine, Avery County, N.C.

Enclosed are four copies of the subject report. We are accepting the Operator's narrative reports as meeting the requirements for a final report.

Certification is not recommended.

Robert A. Laurence
Robert A. Laurence

Reviewed by
DMEA OPERATING COMMITTEE
11/21/55
(Date)

RECEIVED
NOV 1 6 1955

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT
By
FIELD TEAM, REGION V

On

DMEA-3811, CRAB ORCHARD MINE (mica)
Avery County, N. C.

By

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

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

Reviewed by
DMEA OPERATING COMMITTEE
11/21/55
(Date)

November 8, 1955

RECEIVED
NOV 16 1955

FINAL REPORT
On
DMEA-3811, CRAB ORCHARD MINE
Idm-E833, (mica)

Operator: Joe C. Vance, Plumtree, North Carolina

Location: On the flood plain west of North Toe River, 3000 feet N. 24° W. of Plumtree, Avery County, N. C.

A 30-foot vertical shaft and 50 feet of level work was completed on the project. Two thin mica-poor pegmatites were explored, neither of which contain workable amounts of mica. Additional work is not recommended and no certification of discovery should be issued.

This project began July 14, 1955 and was completed October 20, 1955.

Work completed consisted of sinking a vertical shaft to a total depth of 30 feet and driving 50 feet of drift from this level. Two essentially flat-lying pegmatites separated by 3 to 5 feet of biotite gneiss were encountered in shaft sinking between the 18-foot level and the bottom. Both were of variable thickness and contain scattered mica, the lower body exhibiting the best quality mica. Drifts were driven as follows: N 40° E for 7 feet, N 80° E for 23 feet, turning to N 40° E at this point for 10 feet, and due south for 10 feet. The pegmatites thin to a feather edge in these distances, and drift work was stopped in each headings because of this condition. They appear to be pod-shaped and have been explored sufficiently; no additional exploration is warranted. In addition to shafting and drifting, a toolhouse, powder magazine, and cap magazine were built under contract. Ten feet of shaft was not used. Negligible production resulted from work completed, and that mica produced was of poor quality.

Each pegmatite has a maximum thickness of about two feet. The upper one has an 8 - 10 inch quartz core, with the remainder plagioclase rich pegmatite. "Wedge-A" mica occurs adjacent to the quartz core in sizes up to 8-inches across; however, all the mica is scrap.

The lower pegmatite is unzoned and contains much plagioclase, some quartz, small scattered muscovite, and small red garnet. The mica is flat and clear, but the sizes are too small.

Both pegmatites are in an essentially flat-lying mica gneiss. The pods appear to be elongated in an east-west direction and taper in all direction. The thin edges of both pegmatites are represented by quartz veins.

It appears that the pegmatite on which this application was based is also pod-like in shape. It is flat to low-dipping and probably does not extend down dip to the position of the 30-foot shaft. The quality and quantity of mica present in the two pegmatites explored suggest they are different from the one that outcrops. There is no apparent need for additional exploration at this place.

Expenditures:

(a)	Total approved	$3,264.00
(b)	Total cost of project	2,914.00
(c)	Government's share of cost	2,185.50
(d)	Government's share unexpended	262.50
(d)	Value of production during project	none

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

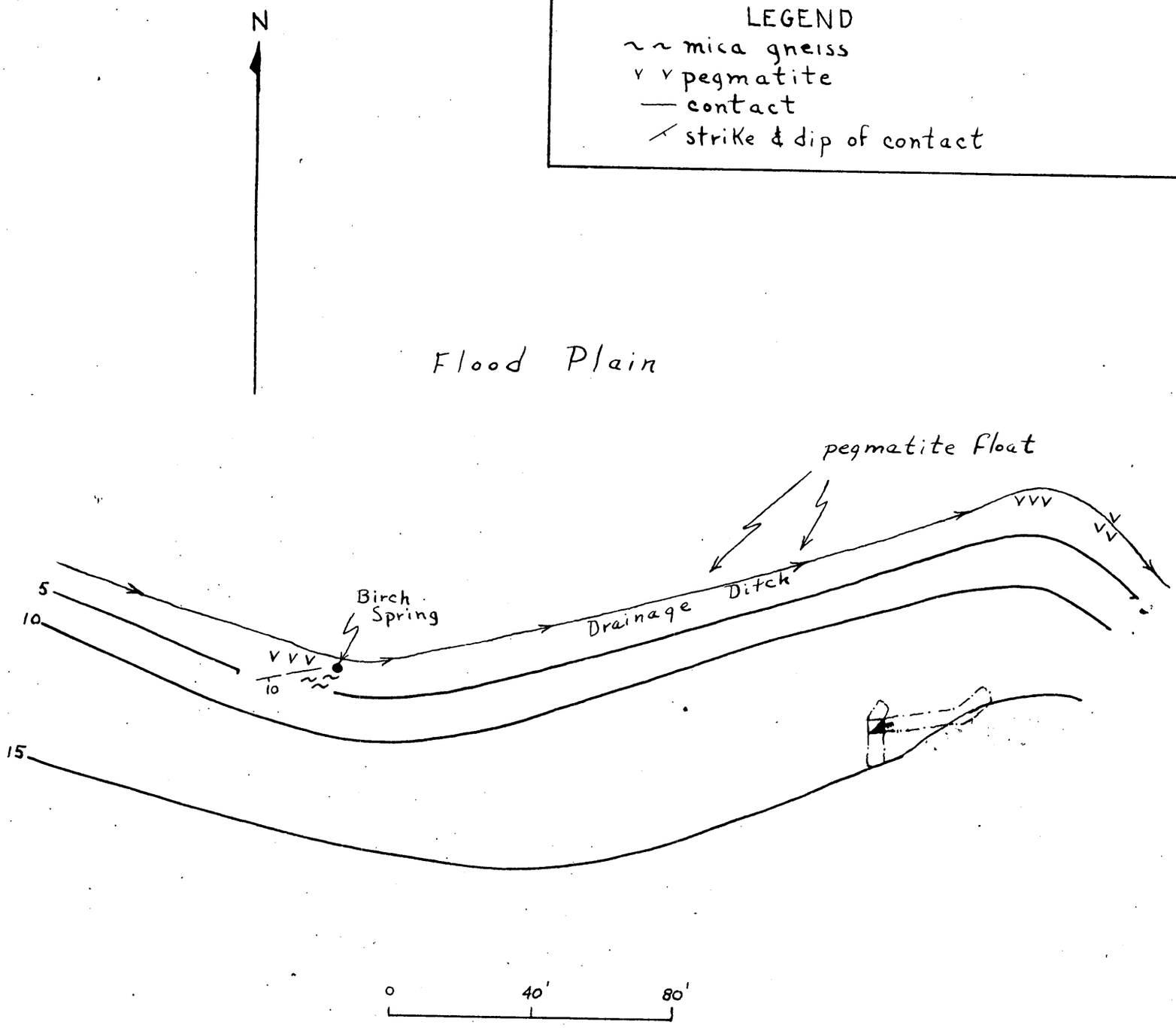
November 8, 1955.

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

and

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

z



SKETCH OF

CRAB ORCHARD PROS.

AVERY CO., N.C.

DMEA-3811

Nov. 10, 1955

RECEIVED
OCT 27 1956

INTERIM REPORT

DMEA-3811, Idm-E833 (mica) CRAB ORCHARD PROSPECT

OPERATOR: Joe Vance, Plumtree, N. C.

LOCATION: In the flood plain west of North Toe River, 3,000 feet N24°W of Plumtree, Avery Co., N. C.

All work as authorized has been completed on this contract without making a worthwhile discovery of strategic mica. The operator disclosed on the last visit that no additional exploration at his own expense would be attempted. Certification will not be recommended.

Work completed consisted of sinking a vertical shaft to a total depth of 29.5 feet and driving 50 feet of drift from this level. Two essentially flat-lying pegmatites separated by 3 to 5 feet of biotite gneiss were encountered in shaft sinking between the 18-foot level and the bottom. Both were of variable thickness and contained scattered mica, the lower body exhibiting the best quality mica. Drifts were driven as follows: N40°E for 7 feet, N80°E for 23 feet, turning to N40°E at this point for 10 feet, and due south for 10 feet. The body appeared to thin to a feather edge in these distances, and drift work was stopped in each of these headings because of this condition. The body appears to be pod-shaped and has been explored sufficiently; no additional exploration is warranted. In addition to shafting and drifting, a toolhouse, powder magazine, and cap magazine were built under contract. Ten and one-half feet of shaft provided was not used. Negligible production resulted from work completed, and that mica produced was of poor quality.

All work completed was conducted in a satisfactory manner.

L. E. Shirley

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

K. H. Teague

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

October 18 and 20, 1955

RECEIVED
OCT 17 1955

INTERIM REPORT

DMEA-3811, Idm-E333 (mica) CRAB ORCHARD PROSPECT

OPERATOR: Joe Vance, Plumtree, N. C.

LOCATION: In the flood plain west of North Toe River, 3,000 feet N24°W of Plumtree, Avery Co., N. C.

Drifting continues on this contract and now totals 33 feet. Ten feet of drift has been driven due south following a narrow pegmatite which thinned in that direction. This work was stopped, and emphasis has been placed on a drift to the northeast, which is now at 23 feet. This work has followed a pegmatite about 2 feet thick composed of feldspar, minor quartz, and muscovite mica of fair quality. The operator was directed to turn the drift from N75°E to about N45°E in an effort to pick up thicker pegmatite. Negligible production has resulted from drift work to date. Progress on this contract is satisfactory.

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 4, 1955

INTERIM REPORT

RECEIVED
SEP 16 1955

DMEA-3811, Idm-E833 (mica) CRAB ORCHARD PROSPECT

OPERATOR: Joe Vance, Plumtree, North Carolina

LOCATION: In the flood plain west of North Toe River, 3000 feet N24°W of Plumtree, Avery County, North Carolina

Vertical shaft sinking has been completed to a total depth of 29.5 feet. Turnoff has been made in a N75°E direction, and a drift advanced for 10 feet. This level work has been accomplished on the lower pegmatite, which exhibits a maximum thickness of about 2 feet in the present heading. The body is essentially flat and appears pod-shaped with feathered edges. It is composed of feldspar, quartz, garnet, and small blocks of muscovite mica. Mica production from both the upper and lower bodies does not exceed 50 pounds of "mine-run" block, and is of poor quality.

No additional timber work, as recommended, has been accomplished. The operator was advised to complete necessary work at the portal, provide more headroom in the drift, and to provide underground miners with safety hats.

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 6 1955
[redacted]

INTERIM REPORT

DMEA-3811, Idm-E833 (mica) CRAB ORCHARD PROSPECT

RECEIVED
SEP - 2 1955

OPERATOR: Joe Vance, Plumtree, N. C.

LOCATION: In the flood plain west of North Toe River, 3,000 feet N24°W of Plumtree, Avery Co., N. C.

Vertical shaft sinking continues on this contract and is now at 23 feet. Pegmatite has been encountered at 18 feet in the shaft that has a thickness of about 2 feet and is relatively flat-lying. It is primarily feldspathic, contains some quartz and medium to large blocks of wedge "A" green mica. Underlying this body there is a 3 to 5 ft. section of biotite gneiss containing scattered garnet. Underlying the country rock and partially visible in the bottom, is another pegmatite body which has a thickness of about 4 feet, according to the driller. Mica in this body is flat and does not exhibit the same characteristics as the overlying 2 ft. pegmatite. A better description will be given as soon as the body is properly exposed.

The operator was reminded to back-fill around the cribbed portion of the shaft and to extend cribbing vertically from the surface to prevent loose material from falling into the working area. Progress on this contract is satisfactory.

L. E. Shirley

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

D. H. Amos K. H. Teague

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

August 23, 1955

INTERIM REPORT

DMEA-3811, Idm-E833 (mica) CRAB ORCHARD PROSPECT

OPERATOR: Joe Vance, Plumtree, N. C.

LOCATION: In the flood plain west of North Toe River, 3,000 feet N24°W of Plumtree, Avery Co., N. C.

Vertical shaft sinking continues on this contract and is now at 18 feet. The major portion of this work has been in garnetiferous biotite gneiss country rock, but the foreman reported that pegmatite had been encountered in the last round of holes pulled. This was not confirmed because of 3 feet of mud and muck in the bottom of the shaft.

New equipment now in use at the mine is a 105 c.f.m. air compressor, and mine car and tract to handle muck. 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 9, 1955

RECEIVED
AUG 22 1955

RECEIVED
AUG - 8 1955

INTERIM REPORT

DMEA-3811, Idm-E833 (mica) CRAB ORCHARD PROSPECT

OPERATOR: Joe Vance, Plumtree, N. C.

LOCATION: In the flood plain west of North Toe River, 3,000 feet N24°W of Plumtree, Avery Co., N. C.

Vertical shaft sinking is underway and is now at 13 feet. Material encountered to date has been a muscovite-biotite schist. No timbering has been accomplished, and temporary ladders are now in use. Equipment on the jobs consists of a gasoline-powered hoist, conventional hoisting frame, and a 105 c.f.m. air compressor. The operator was advised to provide a railing around the collar and do other necessary timbering as soon as practicable. 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 27, 1955

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.
ROOM 1035 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

July 18, 1955

RECEIVED
JUL 20 1955

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Signed Contract - DMEA-3811, Idm-E833 (mica) Joe C. Vance, Plumtree, N. C., Crab Orchard Mine, Avery County, N. C.

Transmitted are three signed copies of the subject contract.

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

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

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

Docket Copy
Surname:
Hopkins
Houk
Chamberlin
Robbins
Dietrich
Selfridge
K. Johnson

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

600

JUN 30 1955

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

Subject: Docket No. DMEA-3811 - Mica
Joe C. Vance
Crab Orchard Mine
Avery 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 Operator for his approval and signature. Please explain to the Operator that the contract, when executed, is a firm commitment under the terms of which he is 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 Operator and can not be amended within your delegated authority, then the original and all copies of the contract are to be returned to this office, together with the proposed changes for consideration.

After execution of the contract, the copies are to be distributed in the usual manner. Copies of a memorandum from N. E. Nelson of the Geological Survey, dated June 15, 1955, are enclosed.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (SLB)

Approved:

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

Thor H. Kiilsgaard (SLB)
Member, Geological Survey

Enclosures 6

JHopkins:gad 6/27/55
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Dietrich, 3061
Mr. Kiilsgaard, 5222
Mr. Houk

R.C.R.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1050 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

RECEIVED
JUN 1 5 1955

June 10, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region 5, Knoxville, Tennessee

Subject: Field Examination Report, DMEA-3811 (mica) Joe Vance, Plumtree, N. C. Crab Orchard Prospect, Avery County, N. C.

Enclosed are four copies of the subject examination report and six extra copies of the sketch map. The examination was made, without field referral, while the examiners were in the vicinity on other inspections.

We agree with the examiners' conclusions that the deposit is worth exploring, and that the underground approach is preferable to drainage diversion and open-cut work. Therefore, we recommend approval of a unit-cost contract, as outlined in the report.

Robert A. Laurence

Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION V

V. J. Lynch

V. J. Lynch, Member
Bureau of Mines

Reviewed by
DMEA OPERATING COMMITTEE
6-15-55
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD EXAMINATION REPORT BY REGION V

On

DMEA-3811, (mica) CRAB ORCHARD PROSPECT
AVERY COUNTY, NORTH CAROLINA

By

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

June 1, 1955

Reviewed by
DMEA OPERATING COMMITTEE
6-15-55
(date)

FIELD EXAMINATION REPORT
ON
DMEA-3811 (mica) CRAB ORCHARD PROSPECT

RECEIVED
JUN 13 1955

Applicant: Joe Vance, Plumtree, North Carolina

Mica-bearing pegmatite has been uncovered by recent ditching. The mica is of excellent quality and pegmatitic material was uncovered for a distance in excess of 100 feet. There is sufficient evidence at this place to warrant additional work; therefore, the examiners recommend that exploration assistance be granted.

The deposit was examined on June 1, 1955. Messrs. Joe Vance, and T. B. Vance, accompanied the examiners on the inspection which required two hours.

The Crab Orchard Prospect is in the flood plain west of North Toe River, 3000 feet N. 24° W. of Plumtree, Avery County, North Carolina. It is readily accessible.

The applicant has had previous projects with DMEA that were conducted satisfactorily; therefore, he is competent to conduct this one. The area under lease is adequate for the proposed project. The examiners have not seen the amended land description; however, Mr. Vance pointed out one of the property corners which is shown on the attached sketch. The location of the proposed shaft is 150 feet east-southeast of the lease corner.

No exploration work has been done on the deposit. There are no surface facilities on it.

Rock exposures are scarce in the general vicinity of the prospect. In the escarpment south of the drainage ditch, pegmatite is exposed at two places and mica gneiss over the pegmatite at one place. The mica gneiss wall rock trends about E-W, and dips 10° S. Apparently the pegmatite is conformable to the wall rock. It is probably in excess of 6 feet in thickness and contains soda feldspar with scattered quartz. Mica is abundant and occurs in sizes at least 6 inches in diameter. The mica is non-ruby in color, hard, flat, clear, and free splitting. Some books exhibit broad ruling.

The applicant has proposed re-locating the present drainage ditch some 40 feet north of its present course and then stripping the pegmatite by open cut methods. As the proposed re-location route of the ditch is in flood plain material, much water would be encountered in an open cut along the pegmatite. Therefore, the examiners believe that an easier approach would be to leave the drainage ditch undisturbed and use the present escarpment south of the pegmatite outcrop as a barrier and sink

a 40-foot shaft at the position shown on the attached sketch. If the dip remains the same as the outcrop this shaft should intersect pegmatite at about the 25-foot level; however, should the dip steepen to as much as 26°, the 40-foot shaft would intersect the pegmatite. After pegmatite is intersected, levels should be turned east and west and the pegmatite followed on its strike for not more than 50 feet. Care should be taken to leave the rock undisturbed up-dip from the point where the shaft cuts pegmatite. Even with this 50-foot barrier, considerable water can be expected.

Estimated Cost:

Toolhouse	$75.00
Powder Magazine	25.00
Exploder Magazine	13.00

Sink 40-foot, 2-compartment timbered shaft(20 shifts)

Labor:		
1 - Miner @ $1.50/hr.	$240.00	
1 - Hoistman @ $1.25/hr.	200.00	
1 - Laborer @ $1.00/hr	160.00	
Equipment (rental)		
Compressor, pump and drill, 10 shifts @ $240/mo.	120.00	
Hoist @ $50/Mo.	50.00	
Supplies:		
Explosives	50.00	
Drill steel	45.00	
Gasoline and oil	60.00	
Timber, 3 M b.f. @ $65/M	195.00	
Small tools and pipe	80.00	
Miscellaneous	100.00	
Insurance and Social Security	100.00	$1,400.00

Drive 50 feet of drifts (25 shifts)

Labor:	
1 - Miner @ $1.59/hr.	300.00
1 - Hoistman @ $1.25/hr.	250.00
1 - laborer @ $1.00/hr.	200.00
Equipment (rental)	
Compressor, drill, pump and jackleg @ $250/Mo.	312.50
Hoist @ $50/Mo.	62.50
Supplies:	
Explosives	150.00

Supplies (cont'd)

Drill steel	$60.00	
Gasoline and oil	100.00	
Small tools and pipe	75.00	
Miscellaneous	100.00	
Insurance and Social Security	140.00	$1,750.00
Estimated Total Cost.....		$3,263.00

Examined: June 1, 1955

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

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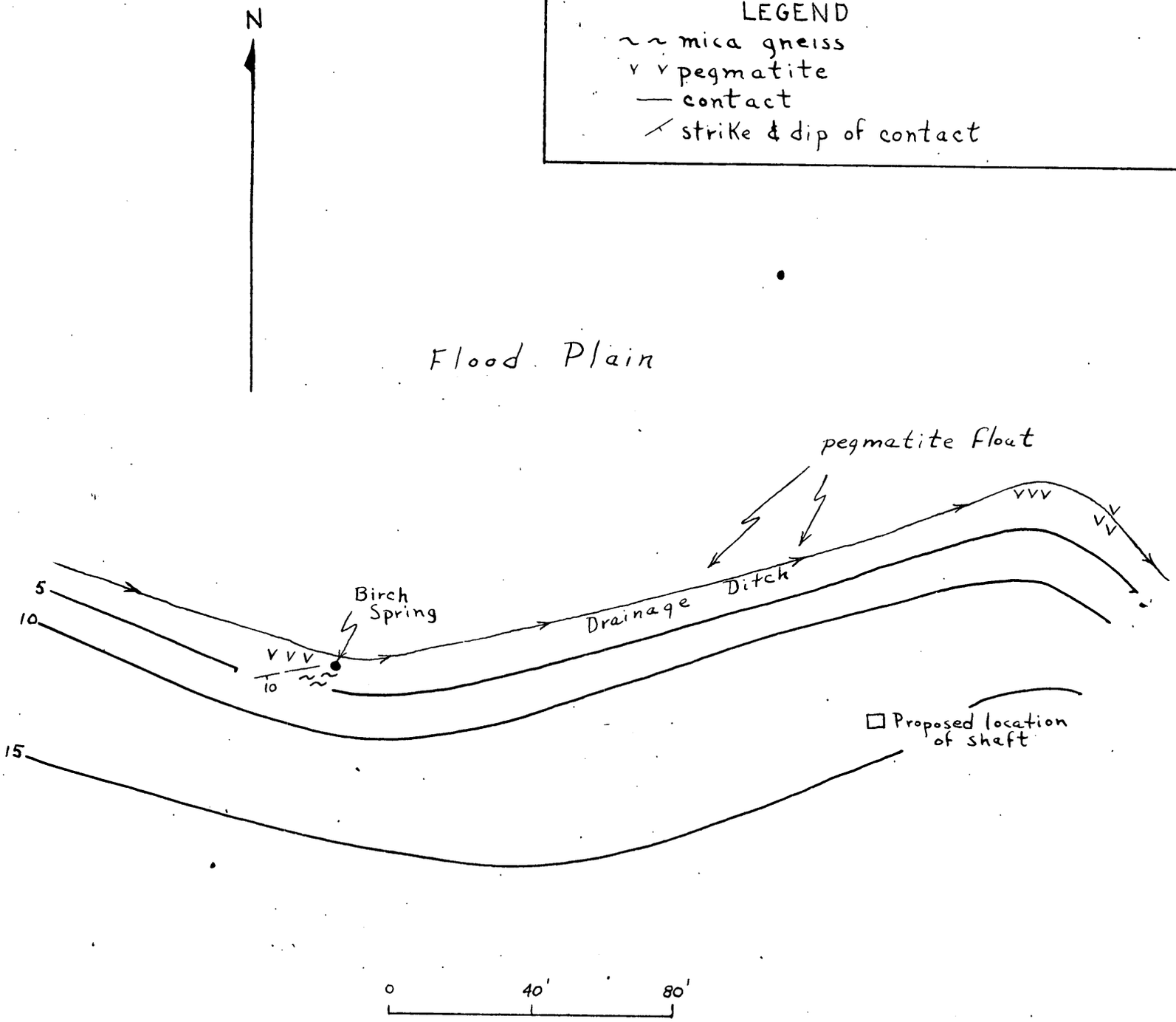


SKETCH OF

CRAB ORCHARD PROS.

AVERY CO., N.C.

DMEA-3811

June 1, 1955

IN REPLY REFER TO:

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

RECEIVED
JUN 16 1955

June 15, 1955

Re: DMEA-3811
Joe Vance
Crab Orchard Prospect
Plumtree, N. C.
$3,263.00 - Mica

Memorandum

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

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

Subject: Review of field examination report

The work proposed seems well designed for the exploration of this pegmatite.

I agree with the recommendations of the Field Team.

N. E. Nelson

N. E. Nelson

Supliment information as requested in letter dated May 26, 1955.

Re: Docket No. DMEA-3811 - Mica
Joe C. Vance
Crab Orchard Mine
Avery County, North Carolina

RECEIVED
JUN - 6 1955

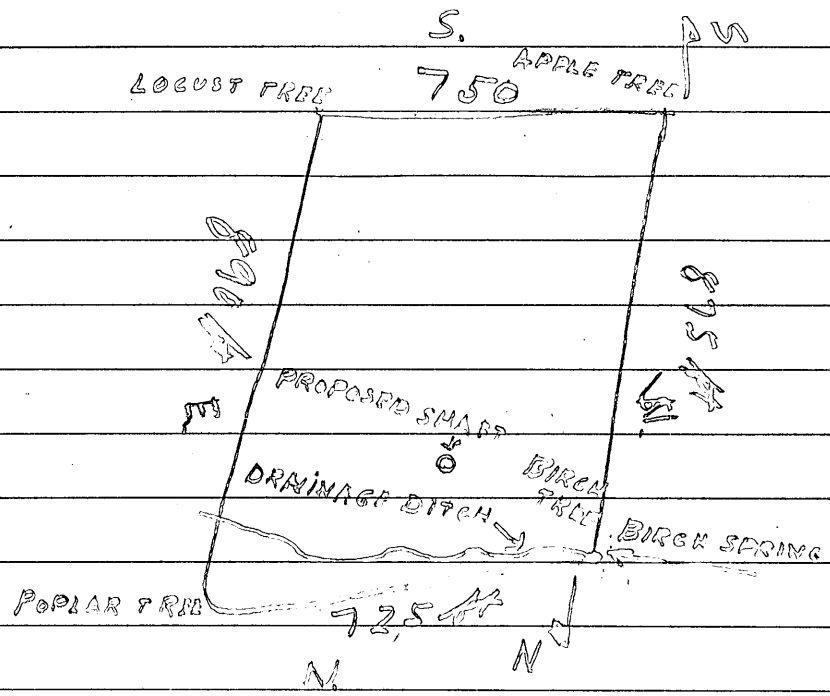
Proposed work:

Drill Shaft 40 feet (or untill we strike Pegmatite) @ $40.00 per foot

$1600.00

Then run Tunnel following pegmatite 50 feet @ $40.00 per foot- 2000.00

Total estimated cost of proposed work- $3600.00



(About 15 Acres)

MINING LEASE

Printed and For Sale by The Tri-County News, Spruce Pine

STATE OF NORTH CAROLINA, Avery **COUNTY.**

This indenture made this 8th day of May 19 55, between The W. W. Avery Heirs of Avery County and State of North Carolina, as parties of the first part, and known as lessors, and Joe C. Vance, of Avery County and State of North Carolina, of the second part and known as lessees:

WITNESSETH, That the parties of the first part, in consideration of the agreements hereinafter contained, on the part of the party of the second part to be performed, hereby bargains, leases and grants to the party of the second part, and His heirs and assigns, for the period of Three years from the date of this agreement, the following described real property, for mining purposes, in the County of Avery State of North Carolina, to wit:

(A Mine known as the Crab Orchard Mine situated in the Crab rchard Tract of Land about ¼ mile north of Plumtree, N. C. on west side of Toe River. The said Crab Orchard Mine is located in the piece of land known as the Orchard Piece near the drainage Ditch carring water from the Birch Spring, ~~more fully~~ in plot of land described by the following: Beginig at a Birch Tree at The Birch Spring and running south 875 Feet to an Apple Tree in the Orchard Piece, thence east 750 Feet ~~to a Poplar Tree near the mout of Ditch, thence west 725 feet to~~ to a Locust Tree, thence north 890 feet to a Poplar Tree near mouth of Ditch, thence west 725 feet to the begining.)

To Have and to Hold the said lands to them, for mining purposes, the said Joe C. Vance, party of the second part, and their heirs and assigns for the aforesaid period of Three Years upon a full compliance with the conditions of this instrument, for the purpose and with the right to dig, quarry, search for and obtain any kind of minerals, metals or fossils, and particularly Mica and to conduct the same to any extent the said party of the second part may desire. And it is hereby agreed between the parties to this agreement that the party of the second part are to have the use of the unoccupied buildings on said lands for mining purposes, or have a right to erect such, if necessary, during the continuance of this lease, and keep the same in as good condition as when received, unavoidable accidents excepted. And it is also agreed by party of the second part that no unnecessary damage is to be done to the lands herein leased during the continuance of said lease, but the said party of the second part shall have right to take from said lands of party of the first part any wood or timber to carry on said mining operations or to erect buildings on said lands. (Timber of high or special market value excepted.) And the party of the second part are to have right-of-way of ingress and egress to said mines. The said party of the second part hereby agree to pay to the said parties of the first part, or their heirs or assigns, a rental or royalty of 1/8 (one eighth), on all mica taken and sold from said mines for the use of the said lands for the aforesaid period of three years only; payable as follows: Immediately after each and every sale of said mica

Payable on computation of selling bills ~~on the 10th of each month covering sales during the previous month~~

Royalties on all other minerals mined and sold shall be determined on a percentage basis and be governed by the market value.

The Term of this lease shall not be extended except with the option of the lessors; and in case of renewal, this instrument may stand if proper amendments are duly witnessed and attached in writing hereto. The lessors reserve the right to use the land, or convey the same not conflicting with this lease, but under any conveyance the terms of this lease must be recognized by the assigns thereof. The lessee is not to assign this lease without license of the lessors.

But it is expressly agreed that unless mineral or fossil material of practical value for mining purposes shall be found within Three months from the date of this instrument, this lease may be terminated by the lessee at any time thereafter, on ten days notice to the lessor. The lessee agree that during continuance of this lease work in said mines shall not cease longer than two weeks ~~days~~ at any one time, unavoidable accidents excepted.

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

W.W. Avery Heirs (Seal)

Witness: T B Vance

by- Buena Vance, Agent (Seal)

(Seal)

(Seal)

NORTH CAROLINA, _____COUNTY. _____TOWNSHIP.

I, _____, do certify that_____

and _____

his wife personally appeared before me this day, and acknowledged the execution of the annexed MINING LEASE and the said_____

_____

being by me privately examined separate and apart from her said husband, touching her voluntary execution of the same; doth state that she signed the same free and voluntarily, without fear or compulsion of her said husband, or of any other person, and that she doth still voluntarily assent thereto.

_____This_____day of_____, 19_____

_____
Justice of the Peace.

NORTH CAROLINA, _____COUNTY.

The execution of the foregoing instrument was this day acknowledged before me, by_____

_____the grantor____ for the purposes therein expressed. Let the same, with this certificate, be registered. This_____day of_____, 19_____

_____

_____

NORTH CAROLINA, _____COUNTY.

The foregoing certificate of_____ of _____County is adjudged to be correct and sufficient. Let the instrument, with the certificate be registered.

Witness my hand and official seal, this_____day of_____, 19_____

_____
Clerk Superior Court.

Filed for Registration at_____o'clock_____M., _____, 19_____, and registered in the office of Register of Deeds for_____County, in_____Deed Book No._____ page No._____

_____, 19_____

_____
Register of Deeds.

MINING LEASE

FROM

TO

Lease Book_____ Page_____

FEES:

Probate . . . . . $_____

Certificate and Seal, J. P. or N. P. . . . . $_____

Certificate and Seal, Clerk . . . . . $_____

State Tax . . . . . $_____

$_____

DOCKET COPY
Surname:

Hopkins
Houk
Mitchell

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

MAY 26 1955

Mr. Joe C. Vance

Plumtree, North Carolina

Re: Docket No. DMEA-3811 - Mica
Joe C. Vance
Crab Orchard Mine
Avery County, North Carolina

Dear Mr. Vance:

Reference is made to your application for exploration assistance dated May 9, 1955, on the Crab Orchard Mine.

It is noted that the property under lease to you comprises a plot of ground 210 feet long and 110 feet deep containing .53 acre. This acreage is inadequate for an exploration project. The smallest area acceptable to DMEA would be the area benefited by the exploration work, the minimum being five acres.

If you are able to acquire this additional acreage you should have your lease amended. You should then submit the new lease together with six copies of the enclosed Consent to Lien forms. We are returning the copy of your lease which you originally submitted.

Please send us a detailed description of your proposed work and the estimated cost of each item.

Upon receipt of the above documents and work estimates, we will continue processing your application.

Sincerely yours,

SIGNED
Lawrence G. Houk, Chief
Nonmetallic Minerals Division

Enclosures 7

JHopkins:ad 5/26/55
Copy to: Admr. R. File
Docket
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

R.C.S.

IN REPLY REFER TO:

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

May 19, 1955

Re: DMEA-3811
Joe C. Vance
Plumtree, Avery Co.,
North Carolina
No estimate
Mica

Memorandum

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

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

Subject: Review of application

The applicant appears to have been working in an area in which some new finds of good mica have recently been reported. The modest request for stripping and trenching will no doubt be followed by one for shaft sinking and drifting.

A Field Team size up of this discovery is needed.

N. E. Nelson

N. E. Nelson

Mr. Hofheinz

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

May 19, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-3811 (mica)

Applicant: Joe C. Vance

Name and Location of Property: Crab Orchard Mine
Avery County, North Carolina

Date Application Rec'd. by Branch of Ceramic & Fertilizer Mtls.: 5/18/55

Comments:

1. No data available in this office on subject mine.

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

May 18, 1955

Subject: DMEA-3811
Re: Exploration Assistance
Crab Orchard Mine

Joe C. Vance
Plumtree, N.C.

Dear Sir:

The receipt of your application dated May 9, 1955 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3811 and referred to the Non-Metallic Metals Div.

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

Sincerely yours,

Robert E. Adams, Chief
Operations Control and
Statistics Division

May 18, 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-3811 Joe C. Vance

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

May 12, 1955

Memorandum

To: Operating Committee, D. M. E. A. Washington

From: Field Team, DMEA - Region 5, Knoxville, Tennessee

Subject: Application - Joe C. Vance, Plumtree, N. C. (mica)

Enclosed are three copies of subject application and a copy of the lease, received in this office today.

Owner's Consent to Lien were not submitted with the application, however, these can be obtained if the application is approved.

Please note that the tract of land under lease contains approximately one acre.

A copy of the application has been retained for use in this office.

Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION V.

V. J. Lynch, Member
DMEA Field Team
U. S. Bureau of Mines

VJL/mm

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED
MAY 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. 3811
Metal or Mineral Mica
Date Received 5-16-55
Estimated Cost no est.
Participation (Government %) 75

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: Joe C. Vance
Plumtree, (Avery Co) 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

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

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

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

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

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

RECEIVED
MAY 12 1955
Knoxville, Tenn.

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

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

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

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

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

16—66551-1

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 10 days and be completed within 3 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?

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

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated May 9th 1955., 195__

Joe C Vance
(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

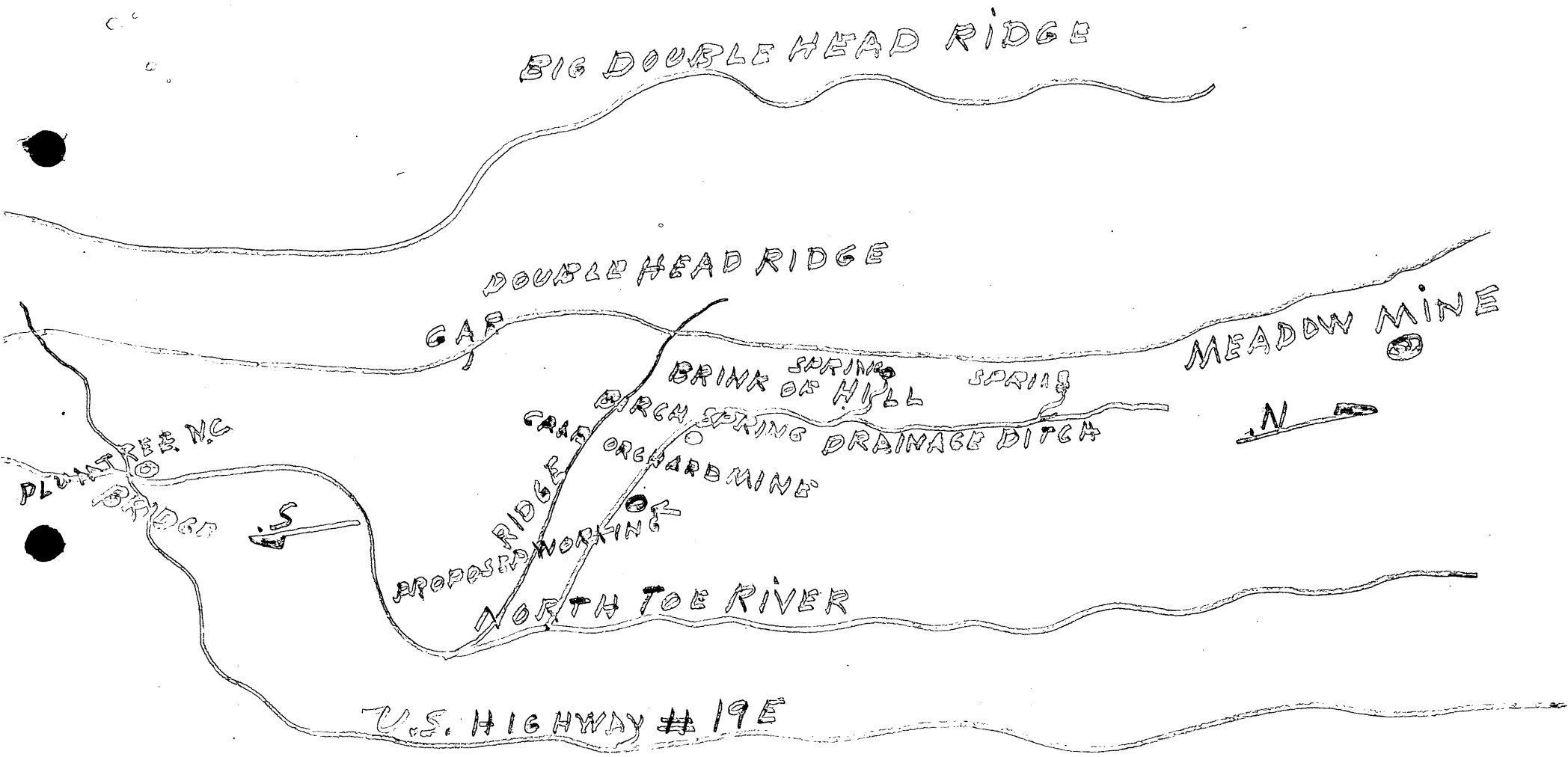
Joe C. Vance Plumtree, N. C.
Crab Orchard Mine.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 16 1955

3.(a) All land covered by attached copy of lease.
b. Crab Orchard Mine.
c. Lessee.
d. Herewith attached.

4. (a)This is a new prospect. Pegmatite was exposed by diging a drainage ditch around brink of hill. Applicant is now doing some exploration work now.
Mine is easily accessible by jeep or truck at all times.
b. Has never been worked enough to determine the production possibilities, altho some good mica was found while lowering the drainage dith.
Mica, looks to be of good quality.
c. The mine is located in a bottom at the edge of a ridge with pegmatite showing between slate. The pegmatite now visible is about four feet under the surface and around thirty feet wide. This prospect is in a good section for mica, and could develpp into a large producer of mica.
No Geologic or engineering reports have been made of this particular mine, altho the Gov might have some surveys of the section in which this mine is located.
d. Dirt road from Plumtree, 1/4 mile north to mine. accessable year round. Plumtree, is 12 miles north of Spruce Pine, N. C. nearest shipping and supply point.
e. Plenty of expierenced miners, materiels, supplies and equipment available. water, and electric line with in 3 hundred yards of mine.
5. (a) Wish to explore for mica.
b. Will need a ditching machine to lower cut to drain water and remove dirt from off pegmatite, and to start a cut through pegmatite, to find the best part of mine.
c. I could start work with-in 10 days and be through with-in 3 months,
d. Applicant has had several years mica mining and will personally supervise all exploration operations.
6. Estimates of cost and operating cost to be determined by field representives of DMEA.
7. (a) Yes.
(b) Money.

Joe C. Vance



SKETCH CRAB ORCHARD MINE

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.
ROOM POST OFFICE BLDG.
KNOXVILLE 2, TENN.
May 12, 1955

RECEIVED
MAY 13 1955

Memorandum

To: Operating Committee, D. M. E. A. Washington

From: Field Team, DMEA - Region 5, Knoxville, Tennessee

Subject: Application - Joe C. Vance, Plumtree, N. C. (mica)

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

V. J. Lynch
V. J. Lynch, Member
DMEA Field Team
U. S. Bureau of Mines