MF-203
Revised March 24, 1955

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

CONSENT TO LIEN

RECEIVED
NOV 10 1955

To the United States of America:

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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;

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5. Added provision: It is agreed that Land and Mineral Company joins in this request for loan and assumes one-half of the obligation amounting to $7,950.00 created by the lien CONDITIONED that the amount of the loan used by Sam K. Vance, et al., shall use said loan in a joint mining operation upon the Vance 3-acre tract and the land described herein.

Dated this 2nd day of November, 1955.

LAND AND MINERAL COMPANY [Seal]

By J. Fuller Brown [Seal]

[Seal]

I, J. L. Wheeler certify that I am the Asst. Secy. (Secretary, etc.) of the corporation named herein; that J. Fuller Brown who signed this agreement was then President (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.

J. L. Wheeler

[Corporate Seal]

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J L Wheeler

[Corporate Seal]

Operating Comm.

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

RECEIVED
SEP 17 1956

September 14, 1956

Mr. Sam K. Vance, President
The Birch Mining Co., Inc.
Plumtree, North Carolina

Re: Docket No. DMEA-4154 (Mica)
Birch Mine
Avery County, North Carolina

Dear Mr. Vance:

Reference is made to your letter of September 13, concerning the denial of your applications.

Neither the Field Examiners nor the Field Team have the authority to approve or deny an application, therefore I am unable to give any explanation of the reasons for the denial, with which you say you are not satisfied. I am referring your letter to our Washington office, as they may be able to clarify the situation.

May I suggest, however, that the reason for the denial is really contained in the opening sentence of your letter: "We have made several applications for assistance in our operation of the Birch Mine." DMEA is not authorized to assist in the operation or development of mines; our authority includes only exploration.

Sincerely yours,

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

RAL/mg
cc
Operating Committee (2)
Kiilsgaard
Lynch
Shirley
File

C O P Y
mg 9/14/56

RECEIVED
SEP 17 1956

Plumtree N C
September 13 1956

Mr. Robert A. Laurence
Defense Minerals Exploration Administration
Room 13 Post Office Building
Knoxville Tennessee.

Dear Mr. Laurence:

We have made several applications for assistance in our operation of the Birch Mine and so far the officials in Washington have rejected this in each instance, claiming that the field men did not give a favorable report and that the mine had been exhausted. This property has been one of the largest producers of high grade strategic mica in North Carolina and since there has been only one deposit removed we cannot understand how any one could determine whether it is exhausted. We know of several instances where there has been considerable assistance given on similiar projects or mines that have yielded large quantities of mica.

We were assured by Mr. Teague on two occassions that he would recommend this project. We would like to know therefore why we have been continuously denied help on this operation as we are not satisfied with the reason given us.

Thanking you for a reply, we are

Very truly yours,

THE BIRCH MINING COMPANY, Inc

/s/ Sam K. Vance
President.

Sam K Vance/vv

Docket Copy
Surname: Anderson
Hook
F. G. Johnson

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

JUN 20 1956

Mr. Sam K. Vance
President, Birch Mining
Company, Inc.
Plumtree, North Carolina

Re: Docket No. DMEA-3481 - Mica
Docket No. DMEA-4154 - Mica
Birch Mining Company, Inc.
Birch Mine
Mitchell County, North Carolina

Dear Mr. Vance:

Reference is made to your letter of June 11, 1956, concerning our letter of June 1, 1956, denying your application for exploration assistance on the subject property.

You state that we had already advised you in this connection on February 27, and that you do not know of any reason for our latest letter since you have not recently asked for assistance. Our records show that on February 27, 1956, you were advised that your application for exploration assistance received in this office on February 2, 1956, was being referred to the field for a possible examination. Our letter of June 1, 1956, was also in reference to this application.

You further state that the third paragraph of our letter of June 1, indicates there is not sufficient promise of mica on your property to justify Government participation, and that you do not understand how this conclusion was reached because of the considerable production from your property in the past.

Your property has been examined by our field representatives on three different occasions, each examination resulting in a denial of your application. Our denials were based upon the information available concerning your property. This information indicated that the productive potential of your property was about exhausted, with possibly only uneconomical concentrations of mica remaining, chiefly localized around old stopes. Thus, your property appears to lack target areas of sufficient promise for finding additional mica reserves to warrant Government participation in the proposed work.

In connection with the request in your letter of June 11, 1956, for reconsideration of your application, we are aware that

RGS.

you have expended considerable money in rehabilitating the old workings on your property, such work having been prosecuted primarily for mining or preparation for mining. However, under our regulations, exploration funds are not available for that purpose. Under the circumstances we feel that your proposed program would not result in making a significant discovery of mica and consequently our denial of your application is re-affirmed.

Sincerely yours,

G. O. Mittendorf

Administrator

FEJohnson:LGHouk:gad 6/19/56
Copy to: Admr. R. File
Docket (2)
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Johnson

Docket Copy
Surname: Anderson
Houk

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

Mr. Sam K. Vance
President, Birch Mining
Company, Inc.
Plumtree, North Carolina

Re: Docket No. DMEA-3481-Mica
Docket No. DMEA-4154-Mica
Birch Mining Company, Inc.
Birch Mine
Mitchell County, North Carolina

Dear Mr. Vance:

Reference is made to your letter of June 11, 1956, requesting reconsideration of the denial of the third exploration assistance application on the Birch Mine. There have been three field examinations, three denials, and two reconsiderations of denial. Since the Birch Mine has been the subject of considerable field and office study there does not, in our opinion, exist sufficient basis in the way of new information for reconsideration of the latest denial. Therefore, I must advise you that the denial of your application is reaffirmed.

Our records show that on February 27, 1956, you were advised that your application was being referred to the field for possible examination. We note your information on the past production of the Birch Mine, the character of the deposits in the vicinity, and your speculation of the possible existence of other mica veins nearby. We realize your company has spent considerable money in rehabilitating the old workings but know of no similar work authorized under the DMEA Program.

Sincerely yours,

Administrator

LGHouk:gad 6/15/56
Copy to: Admr. R. File
Docket (2)
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

Plumtree, N. C.
June 11 1956

RECEIVED

JUN 14 1956

United States Department of The Interior
Defense Minerals Exploration Administration
Washington 25, D. C.

Atten: Mr. C. O. Mittendorf.

Re: Docket No. DMEA-4154-Mica
Birch Mining Company, Inc
Birch Mine
Mitchell County North Carolina.

Dear Mr. Mittendorf:

We are in receipt of your letter of June 1st advising us that you were again denying assistance in the development of the above project. You had already advised us of this action on February 27th and we do not know the reason for your latest letter as we had not asked recently for assistance.

In the third paragraph of your letter you state that information indicates that there is not sufficient promise of mica to justify government participation. Frankly, we do not understand how this conclusion could be arrived at as during the period from 1943 to 1948 this mine produced more strategic mica in volume than any other mine we know of. While the government records might not verify this the majority of this mica was mined after Colonial Mica Corp. discontinued the purchase of non-ruby mica and it was sold to private concerns, and since there has been only one drift located we feel reasonably sure that there should be one or two more if these deposits hold true to the Charles Ridge, Landers and others nearby, which have yielded considerable qnantities of mica on different levels or deposits. The Birch mine has been worked to an approximate depth of 900 feet only and the Charles Ridge Mine which is nearby is again producing large quantities of strategic mica at 1150 feet, therefore, we feel that there is a possibility that this mine will do likewise.

We have spent considerable money and time on our own to develop this property while similiar properties in this section have had government participation. We now have in our possesion a properly executed Consent To Lien from Land & Mineral Company and we would be pleased t o have you reconsider this application.

Thanking you for a reply, we are

THE BIRCH MINING COMPANY Inc

Sam K Vance

President

Sam K Vance/vv

DOCKET COPY
Surname:
Anderson
Houk
Geehan
Kiilsgaard
Martin
F. Johnson

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

JUN - 1 1956

Mr. Sam K. Vance, President
Birch Mining Company, Inc.
Plumtree, North Carolina

Re: Docket No. DMEA-4154-mica
Birch Mining Company, Inc.
Birch Mine
Mitchell County, North Carolina

Dear Mr. Vance:

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

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

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

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

Sincerely yours,

C. O. Mittendorf

Administrator

WCAnderson:ms 5/31/56
Copy to: Docket
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Anderson
Admr. R. File

R.C.L.

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

May 31, 1956

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Evaluation of Application and Field Examination Report
Docket No. DMEA-4154-mica
Birch Mining Company
(Sam and Vivian Vance)
The Birch Mine
Mitchell County, North Carolina

Denial of application is recommended

Mica: Rum-colored, some up to 4 to 6 inches wide. Small mica is abundant. Generally ruled and bent, some is flat and clear.

Pegmatite:
Two large irregular, lenticular pegmatites, 10 to 20 feet thick, aligned nearly due south and dipping about 27°. Upper one thins out at 300 feet, lower(displaced downward 10 feet in vertical height) at same direction and dip, probably extends 920 feet from adit portal, since workings extend that far, accessible portion being 485 feet from adit portal. Pegmatite thins outward from the pipe-like mass. Conformable to the enclosing biotite schist and hornblende gneiss.

Old Workings:
100-foot shaft and 920 feet of incline accessible for 485 feet and caved old stopes.

Past Production:
About $532,000.00 worth of mica since beginning of World War II.

Applicants' Proposal:
Lateral drifting from the muck filled end of the upper pegmatite, and at the 181 foot point in stoped area for distance of 50 feet to the northeast.

Comments:
Field Team reports low recovery of mica from present mining operations. It appears that the high concentrations of mica in this deposit have been exhausted. Applicants' proposed lateral drifting is in the direction of thining of pegmatite and looks like development rather than exploration.

Recommendation:

The Nonmetallic Minerals Division concurs in the Field Team recommendation to deny the application. The Commodity Members of the Bureau of Mines and the Geological Survey agree.

Walter C. Anderson

Walter C. Anderson
Nonmetallic Minerals Division

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

RECEIVED
MAY 28 1956

May 25, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA-4154 (mica)

Applicant: Birch Mining Co.

Name and Location of Property: Birch Mine, Mitchell Co., N. C.

Date of Field Team Report: 3/27/56

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 5/21/56

Field Team Recommendation: Recommend denial of the application.

Comments:

1. The proposed work is in the realm of mining rather than exploration.

2. It is not likely that the pegmatite will thicken down the plunge.

Recommendation: I concur with the field team's recommendation.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

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

RECEIVED
MAY 24 1956

May 23, 1956

Re: DMEA 4154
Birch Mining Co.
The Birch Mine
Mitchell Co., N. C.
$9,000.00 - Mica

Memorandum

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

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

Subject: Review of Field Team report.

In an incomplete application the applicant requested assistance in drifting 200 feet, 100 feet to the left and 100 feet to the right, from a heading in an old mine from which a large quantity of mica has been taken and in another part of which mica mining is in progress.

The applicant proposes to work from 2 points in a 920-foot incline which probably followed a mica-bearing 'roll.' The lower part of the incline, from 485 feet down, is filled with muck and water.

As proposed the applicant would probably mine off the incline rather than do exploratory work, but if by chance there is a parallel plunging roll within the 100-foot reach of the proposed drifts, the roll would be discovered. Presumedly the examiners consider the existence of such a parallel roll improbable here, but likely at the Little Ray property, DMEA 3924, Idm-E882.

I concur with the recommendation of examiners and the Field Team that the application be denied.

N. E. Nelson

N. E. Nelson

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

RECEIVED
MAY 17 1956

May 15, 1956

Memorandum

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

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

Subject: Field Examination Report - DMEA-4154
Birch Mining Company, Inc., Plumtree, N. C.
Birch Mine (mica), Mitchell County, North Carolina

Transmitted are the original and three copies of the subject report. The Field Team agrees with the Field Examiners' recommendation for denial.

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

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

Enclosures 4

Reviewed by
DMEA OPERATING COMMITTEE
5-21-56
(date)

RECEIVED
MAY 17 1956

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD EXAMINATION REPORT
REGION V

On

DMEA-4154, BIRCH MINE (mica)
Mitchell County, N. C.

By

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

and

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

March 27, 1956

Reviewed by
DMEA OPERATING COMMITTEE
5-21-56
(date)

EXAMINATION REPORT BY FIELD TEAM
REGION V

RECEIVED
MAY 17 1956

DMEA-4154, BIRCH MICA MINE (mica)
Mitchell County, North Carolina

Applicant: Birch Mining Company, Inc., Sam K. and Vivian Vance, Plumtree, North Carolina

Summary

The accessible portions of the mine extend 485 ft down an irregular -14° to -37° incline. Two large, lenticular pegmatites have been mined extensively. The recovery of muscovite from mining operations in progress is very low. The indicated potential for lateral work is poor. Proposed lateral work in the stoped areas is mining and development in a direction that indicates a lack of continuity or a thinning. It is recommended that the application be denied.

Introduction

Location and Facilities

The Birch Mine is 3 miles northwest of Spear, Mitchell County, N. C. It is 3.3 airline miles N 69° W from Plumtree, N. C. (Carvers Gap, N. C.-Tenn. TVA Quad., 208 SE, 1/24,000).

Facilities present are a tool and hoist house, a compressor, drill, accessory equipment, and a mine car.

Examination

The mine was examined March 27, 1956 in the company of Mr. Sam Vance and Sam Odom. Three and one-half hours were spent in the examination.

History

The Birch Mine has been worked intermittently since 1900. The first known work was performed at the surface in a pipe-like mica shoot which plunged about 25° southward into the hillside. A shaft (Steven Green) was

sunk, and worked later during and after World War I. It is filled now. In 1920 the 100-foot shaft was worked until the pegmatite pinched to 10-inches in thickness. In 1942 an adit was started, and stopped, in favor of the old shaft. Ira Vance, Jack Keller, and John Ellis, found that the pegmatite thickened downward and contained a rich mica zone. Operations were continued by Ira Vance and W. S. Flynt until 1947. Sales made to the Colonial Mica Corporation in World War II amounted to $271,774.38. Since 1944, according to Flynt, about $260,000 worth has been sold. (DMEA-3481, Birch Mine, Exam. Report, Oct. 6, 1954 : Also Blue Ridge, unpublished Manuscript, J. C. Olson, U.S.G.S.).

Geology

Present Workings

An inclined adit with its portal 75 ft back into the hill from the old portal, extends 485 ft down to muck and water. (the applicant shows the incline to be 920 ft in length). The proposed work at one place puts the work only 30 ft inside the improperly described areaat its northern end, and the other area is completely off the area shown in the legal description. It is on the Vance Property.

The incline is narrow, about 4 ft wide and 5 1/2 ft in height, timbered for the first 50 ft. Thereafter, it widens into several large stopes, 2- to 30 ft high, and up to 40 ft wide. The stopes are extensively backfilled. A base line down the center of the track in the haulageway, reading from the portal, is as follows:

Station	Incline Angle	Direction	Incline Dist. Ft.	Approximately. Horiz. Dist. Ft.
0- 25	-20°	S 25° W	25	24
25-88	-19°	S 40° W	63	59
88-113	-30°	S 35° W	25 123	22
113-138	-25°	S 25° W	25	22
138-160	-25°	S 33° W	22 160	20 147
160-200	-14°	S	40	38
200-236	-14°	S. 5° E	36	35
236-273	-25°	S 30° E	37	35
273-333	-34°	S 22° E	60	47
333-378	-37°	S 25° E	45 218	36 191 338

Turn off at 353' point--incline "B" (end main incline)

0-30	low	S 30° W	30	30
30-80	-22°	S 10° E	50	47
80-135	-26°	S 5° E	55 135	50 127 465

(water at 135 foot point) 636 350 314 under water

At station 300, the upper pegmatite tails out, and another lower pegmatite lens comes in about 10 ft lower vertically.

A stoped area exists at station 115 in cline "B". It trends 25 ft N 30° E at - 20°. This area on both sides of the incline is being mined at present.

Location of Applicant's Proposed Work

The applicant proposes work at the 378-ft point in the muck-filled end of the main incline, and at the 181-ft point in a stoped area about 50 ft in width northeast of the incline.

Pegmatite - Country Rock - Muscovite

Two lenticular pegmatites have been cut through and mined out to a large extent.

T he lower pegmatite, at the 378-ft point is 8 feet thick and is composed of disseminated small quartz and oligoclase crystals up to 4" x 6" in width. The hanging wall strikes N 35° E and dips 30° SE, while the footwall strikes N 40° E and dips 55° SE. Seven rum colored muscovite crystals, 4 to 6 inches wide, occur in a 5-ft square section. Muscovite here is generally ruled and bent, however, some is flat and clear. Small muscovite is abundant. Crystals of muscovite in a pillar at the 353-ft station are aligned with the pitch of the body, and are 2 ft x 1 ft x 4 in., in thickness. The immediate vicinity has been stoped and slabbed.

At the 181-ft point, the other location proposed by the applicant, a large area 50 ft x 15 ft exposes a graphic to coarse textured pegmatite 8 ft thick and barren of strategic muscovite. It is composed of about 15% pink, potash feldspar, 40% soda feldspar, 40% quartz and 5% small (1") disseminated muscovite. Other minerals reported as present (Olson, Blue Ridge Man.) include garnet, apatite, epidote, and thulite.

Olson (Birch Mica Mine, 1943) believes the two pegmatites to be large (10 to 20 feet thick), irregular lenses aligned nearly due south and pitching downward about 27° from the horizontal. He found that where the hanging wall had a shallow dip and the footwall a steep dip, as at the 378-ft point, the body would thicken down the plunge, but the opposite was true generally of a steeply dipping hanging wall. Mining up or down dip will probably disclose the thinning of the pegmatite outward from the pipe-like

mass followed in mining.

The pegmatites are conformable to the country rock, a biotite schist and hornblende gneiss. The gneiss has been altered to biotite schist in a 1-inch to 5 feet zone adjacent to the pegmatite. The foliation curves from N 30° E on the south to N 60 to 70° E at the northern end of the mine, and dips from 30° SE to vertical (average 60°) (Olson, 1943).

Conclusions

This mine is operating from the 485 ft point. Several large areas indicating the irregular nature of the lenticular pegmatites exist along the incline. Work proposed by the applicant is in the realm of mining. Although the pegmatite may thicken down the plunge, it is probable that it will thin laterally (the direction the applicant proposes). It is recommended that the application be denied.

References:

1. Olson, J. C., Blue Ridge Manuscript (unpublished)
2. Olson, J. C., 1943, The Birch Mica Mine (USGS open file
3. DMEA-3481, Birch Mine (mica) Examination Report, Oct. 6, 1954

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

and

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

DOCKET COPY
Surname:
Anderson
Houk
Selfridge
J. Johnson

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

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

FEB 27 1956

Re: Docket No. DMEA-4154-Mica
Birch Mining Company, Inc.
Birch Mine
Mitchell County, North Carolina

Dear Mr. Laurence:

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

Copies of memoranda dated February 7, 1956, by Mr. W. F. Dietrich, USBM, and Mr. W. P. Williams, USGS, relating to the project are enclosed.

Enclosed is a sketch of the Birch Mine showing the shaft, incline and the applicant's proposed drifting. A careful check should be made to ascertain whether the incline and the 200 feet of proposed drifting are contained within the boundaries of the leased area. Unless additional land is acquired, it appears the target is not sufficiently large to warrant the expenditure of $9000.00 for 200 feet of drifting.

If a contract is recommended, a new Consent to Lien must be obtained, since the one we now have contains a clause under paragraph 5 that is unacceptable.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (WB)

Approved:

/s/ Robert W. Geehan (WB)

Member, Bureau of Mines

Thor H. Kiilsgaard (WB)

Member, Geological Survey

Enclosures: 5

WCAnderson:ms 2/21/56
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Anderson

R.G.H.

DOCKET COPY
Surname:
Anderson
Houk
Kiilsgaard
Geehen
Selfridge
H. Johnson

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

FEB 27 1956

Mr. Sam K. Vance, President
Birch Mining Company, Inc.
Plumtree, North Carolina

Re: Docket No. DMEA-4154-Mica
Birch Mining Company, Inc.
Birch Mine
Mitchell County, North Carolina

Dear Mr. Vance:

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

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

Regarding the Consent to Lien we now have, please be advised that it is unacceptable because of the added provision under paragraph 5. In the event a project can be approved, before a contract can be executed, it will be necessary to obtain a new Consent to Lien without any changes or added provisions.

Sincerely yours,

C. O. Mittondorf

Administrator

WCAnderson:ms 2/21/56
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Anderson
Field Team, Region V

RAL

IN REPLY REFER TO:

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

RECEIVED
FEB - 8 1956

February 7, 1956

Memorandum

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

From: W. P. Williams, U. S. Geological Survey

Subject: Review of application, DMEA 4154, Birch Mining Company, Inc., Plumtree, North Carolina.

In a brief and incomplete application the applicant proposes to explore for mica by means of 200 feet of drifting at an estimated total cost of $9,000.00.

From a metes and bounds description the property is an elongate tract that contains 4 to 5 acres. The site of the work would be an old mine known as the Birch mine.

The following items are missing from the application:

(1) An adequate description of the land which tells where the property is located.

(2) A copy of a lease or other document under which the property is controlled.

(3) A description of past mining operations on the property, including production and known reserves.

(4) A sketch showing the old workings, and the new proposed work.

(5) A breakdown of the estimated costs of the proposed work.

Perhaps the applicant should be asked to provide more information about his application. The alternative is to refer the application to the Field Team who could obtain the additional information in the course of field examination of the property.

W P Williams

W. P. Williams

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

RECEIVED
FEB - 8 1956

February 7, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4154 (Mica)

Applicant: Birch Mining Co., Inc. (S. & V. Vance)

Name and Location of Property: The Birch Mine, _____, N.C.

Date Application Rec'd. by Br. of Ceramic & Fertilizer Materials: 2/6/56

Comments:

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

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

Recommendation:

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

W. F. Dietrich

W. F. Dietrich

February 6, 1956

Subject: DMEA-4154
Re: Exploration Assistance
Birch Mine

Birch Mining Company Inc.
Plumtree, North Carolina

Gentlemen:

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

Your application has been assigned Docket Number DMEA-4154 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

60932

Plumtree, North Carolina
January 30 1956.

Mr. Lawerence Houk
Defense Minerals Exploration Administration
Washington 25, D. C.

Dear Mr. Houk:

As per our telephone conversation a few days ago, we enclose herewith a new application for loan on Exploration of Birch Mine, located in Avery County. We also enclose a revised lease on the part of this mine which is owned by Land & Mineral Company. We do not believe that another Consent to Lien is necessary as all exploration which this loan would cover would be on the lands of Land & Mineral Company, due to the fact that work would begin at the old heading of the mine which is on their property.

Trusting that we may hear from you favorably on this matter, we are

Very truly yours,

THE BIRCH MINING COMPANY.

Per (Mrs.) Vivian Vance

Secretary

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED
FEB - 2 1956

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

Not to be filled in by applicant

Docket No. DMEA-4154
Metal or Mineral Mica
Date Received 2-2-56
Estimated Cost $9,000.00
Participation (Government %)

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: Sam K Vance and Mrs Vivian Vance (Sam K Vance, Pres.
(Mrs Vivian Vance Sec.
Birch Mining Company Inc (Mr. L Aldridge Vice Pres
Plumtree N Carolina (Mr S Odom, Treasurer
all of Plumtree NC

(*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 Beginning at an iron cross, the southwest corner of the Vance 3-acre tract, and running north 48 east with the southern line of said 3 acre tract 250 feet to a stake in said line; thence south 800 feet to a stake; thence south 58 feet west 250 feet to a stake; thence north 800 feet to the beginning.

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

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

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

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

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

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

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

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

---------- 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 30 days and be completed within 4 to 6 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. Experienced and capable.

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)? Yes

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

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

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated Jan 30 1956, 195---

The Birch Mining Co Inc
(Applicant)

By Samuel Jamel
President

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

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

RECEIVED
FEB - 2 1956

No. 5

(b) We propose to drift a total of 200 feet at the heading of this mine. We would like to drift 100 feet to the left of old works in heading, and 100 feet in whatever seemed most logical or at direction of engineers.

No. 6

Estimate of cost: 200 feet at $45 per foot $9000.00

NORTH CAROLINA
~~BUNCOMBE~~ COUNTY OF MITCHELL

THIS AGREEMENT made the 2nd day of October, 19 55, between the LAND & MINERAL COMPANY, a corporation organized pursuant to the laws of the State of Delaware, hereinafter sometimes designated as "Lessor," party of the first part; and,

Sam K. Vance and wife, Vivian Vance

of Avery County, N. C.

hereinafter sometimes designated as "Lessee,"
(This designation shall include the respective parties, whether one or more, individual or corporate, and their respective successors in interest or assigns), party of the second part:

W I T N E S S E T H

That the said Lessor, for and in consideration of the premises and of the sum of One Dollar paid said Lessor by Lessee, the receipt of which is hereby acknowledged, and of the undertakings and agreements hereinafter set forth and stated to be kept and performed by the Lessee, has leased and granted, and by these presents does lease and grant unto the Lessee the sole and exclusive right and privilege of digging, boring and otherwise prospecting for, and mining mica, including scrap, sheet and punch mica, and all minerals commonly found in a ~~and~~ pegmatite, and to remove the same from the following described tract or tracts of land situate in the State of North Carolina, County of Mitchell, and bounded and more particularly described as follows:

BEGINNING at an iron cross, the southwest corner of the Vance 3-acre tract, and running north 48 east with the southern line of said 3-acre tract 250 feet to a stake in said line; thence south 800 feet to a stake; thence south 58 west 250 feet to a stake; thence north 800 feet to the beginning.

TO HAVE AND TO HOLD the said premises for the purposes aforesaid only, unto the said Lessee for and during the term of five (5) years next ensuing from the 2nd day of October, 19 55.

1. The Lessee covenants and agrees to pay to the Lessor on the 10th day of each month, the following royalties:
   (a) Scrap mica—a sum equal to 1/8 of the then prevailing market price.
   (b) Sheet and punch mica—a sum equal to 1/8 of the then prevailing market price.
   (c) Feldspar—a sum equal to 50¢ per ton of 2240 pounds.
   (d) All other minerals—a sum equal to 1/8 of the then prevailing market price,
   (e) No mica to be sold in block form, except to General Services Administration.

mined and removed from said premises pursuant to the provisions of this lease during the month immediately preceding said dates of payments, which payments shall be made to the Lessor at its office in Biltmore, North Carolina, or to its duly designated agent, for that purpose,

Arthur Buchanan, Jr., in complete settlement of any and all royalties due the Lessor for minerals mined and removed during the preceding month and each remittance of royalty payments herein specified shall be accompanied by an accurate statement or invoice and/or weight ticket, showing the amount, grade, qualification and weight of the mica and other minerals upon which said payments are based, together with such other information as may be incident to the mining, sale and shipment of said mica.

2. The Lessee agrees to pay to the Lessor a minimum royalty of $_____per year during the term hereof, without regard to the mica, feldspar or other minerals produced from said land; for any period less than a year the minimum royalty payable hereunder shall be ratably ascertained, providing that nothing in this paragraph contained shall release the Lessee from the obligation to prosecute mining operations with a reasonable degree of efficiency and to pay the royalties provided upon the mica and other minerals actually produced. The annual royalties received pursuant to paragraph 1, hereof, shall apply against said minimum royalties but said sums received under paragraph 1, hereof, shall not be considered as advance and cumulative royalties against said minimum royalties.

3. The Lessee covenants and agrees to keep adequate, accurate and complete records, books and accounts of all mica and other minerals mined within the boundaries of the premises above described, and the same shall be open to inspection of the Lessor at all reasonable times.

4. The said Lessee will classify, segregate and keep separate and separately marked, all mica and other minerals mined upon and taken from the premises hereinabove described and in no event will store, ship, mix or confuse the same with mica and other minerals mined or taken from any other land or premises.

5. The Lessor hereby grants to the Lessee the right to mine, prospect, search, dig, bore and excavate for mica and other minerals in as many places on the premises above described as the said Lessee may deem proper, and to extract and remove the same from said premises.

6. The Lessor hereby grants to the Lessee the same right that it has to construct ditches, drains, aerial tramways, tramways, railroads, truck roads, to and across said premises and any adjoining tracts of land belonging to the Lessor, but subject to any obligation of the Lessor in connection therewith which Lessee assumes.

7. The Lessor hereby grants to the Lessee such rights as it has in the premises above, to cut and use such timber located upon the said premises as may be necessary for the construction of buildings and/or for other usual purposes of such mining operations, upon paying for the merchantable timber the reasonable market stumpage value thereof at and upon the aforesaid land and premises, but subject to any obligation of the Lessor in connection therewith, which the Lessee assumes.

8. The Lessor hereby grants to the Lessee such rights as it has to use any stone or gravel located on the aforesaid premises for the purpose of constructing roads necessary and suitable for the full enjoyment of the mining rights hereby leased by the Lessee, as well as such right as it has to use or secure water on said premises and to dump waste material and water arising through the mining operations upon said premises, but subject to any obligation of the Lessor in connection therewith, which Lessee assumes.

9. The Lessor hereby grants to the Lessee the right to remove his mining machinery and equipment at any time within ninety (90) days after the termination or expiration of this lease, provided the time for the removal of said machinery and equipment may be enlarged only by written permission of the Lessor. No mining machinery and equipment belonging to the Lessee shall be removed from said premises until all of the indebtedness and obligations which may be owing to the Lessor by the Lessee shall have been paid in full.

10. The Lessor reserves unto the Lessor the right to use so much of the premises as shall not be required by the Lessee for the mining operations of the Lessee.

11. The Lessee agrees to pay all taxes which may be levied solely upon the mining operations conducted upon the said premises by the Lessee.

12. The Lessee shall have the right to terminate this lease at any time during the term aforesaid upon giving written notice to Lessor of such intention, at least sixty (60) days prior to the date of termination, and upon payment of all sums due Lessor by Lessee to said date of termination. Said notice shall be sent by Registered Mail to last known address of Lessor.

13. The Lessee agrees to conduct his mining operations in a businesslike and workmanlike manner with due regard to Lessor's rights in the mines, minerals and mineral deposits, and to that end the Lessee agrees to keep and maintain the mines and all parts thereof in good and sufficient repair and to work and operate said mines in a good and skillful manner not removing the rich parts of the mines at the expense of the other part thereof, and as the work progresses to keep the mines as clean as reasonably practicable, and all parts thereof securely and properly timbered and supported; and in case of open work to properly slope the walls and banks so as to prevent the same from slipping or falling in; that no waste, rubbish or refuse will be dumped, thrown or placed in any mine, mine tunnel, cut shaft or other improper place, and no waste will be permitted upon said premises nor avoidable damage done to mine thereunder. Lessee further agrees not to interfere with, dislocate, remove, damage or misplace any surface monuments, marker stake or other evidence as presently set defining the boundaries of said premises.

14. The Lessor reserves the right to terminate and cancel this lease in the event of a default on the part of the Lessee in complying with any of the terms and conditions of this lease, provided said default shall continue for a period of sixty days after the Lessor has forwarded written notice thereof to the Lessee. Said notice shall be sent by registered mail to the last known address of the Lessee.

15. The Lessee shall have the right to renew this lease for an additional period of five (5) years, upon the terms and conditions hereinbefore set forth, provided that 30 days prior to the expiration of this lease the Lessee shall forward to the Lessor written notice thereof in the manner hereinbefore provided for sending notices to Lessee.

16. The Lessee will within a period of 60 days from the signing of this lease begin active work in prosecuting the mining operations for scrap mica, sheet and punch mica, feldspar and other minerals and will continue the prosecution of said mining operations in good faith and with due diligence and activity in order to produce the maximum output from the mines located on the above described premises. In the event Lessee fails to operate actively and continuously any mine or mines within said boundary for the production of scrap mica, sheet and punch mica, feldspar and other minerals for a period of 30 days, except for causes absolutely beyond Lessee's control, then the Lessor, at its option, may declare this lease void and of no further force and effect.

17. It is agreed that during the continuation this lease, or any extension thereof, the Lessor or its assigns shall have the refusal of and the right and option to purchase all mica mined and produced by the Lessee from the land and premises hereinabove described. Such purchase to be at the prevailing market price.

18. It is agreed that the acceptance of royalty by the Lessor under the provisions of this lease is to to be a credit in behalf of the Lessee but is not to be taken or considered as a waiver for any damages Lessor may be entitled to recover from Lessee for any breach or breaches that Lessee may make in any duty or covenant expressed or reasonably implied in this lease or as an estoppel against Lessor in this respect. Nothing contained in this lease is intended to, nor shall it abridge or in any way modify the Lessor's right or rights in or to any action for the non-performance of the covenants of this lease.

19. It is agreed that this lease shall not be transferred, assigned or sub-let either in whole or in part by the Lessee without the prior written consent of the Lessor and no right or privilege of the Lessee hereunder can be transferred, assigned or sub-let by Lessee without such written consent of Lessor first had and obtained.

20. Lessee agrees that the Lessor shall in no sense or in any way be held liable for any operations under this lease, and in no event and under no circumstances shall Lessor be held liable for any debt, tort or other liability of the Lessee, his agents, workmen or employees and Lessee further agrees to at all times indemnify and save harmless said Lessor of any claim and demand of whatsoever kind and nature predicated in any manner on such operations under this lease and Lessee further agrees to carry adequate insurance of all kinds to so indemnify said Lessor.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly and properly executed as of the day and year first above written.

LAND AND MINERAL COMPANY
By: Arthur Buchanan Jr. Agt
Agent ~~President~~

ATTEST:

~~Secretary~~

Sam Vance (SEAL)
Vivian Vance (SEAL)

NORTH CAROLINA
~~BUNCOMBE~~ COUNTY OF MITCHELL

I, a Notary Public of said State and County, certify that Arthur Buchanan, Jr., Agent personally came before me this day and acknowledged the due execution by him of the foregoing instrument for the purposes therein expressed. ~~that he is Secretary of LAND AND MINERAL COMPANY, a corporation and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by self as its Secretary.~~

WITNESS my hand and Notarial Seal, this the 30th day of January, 19 56.

Dorotha Buchanan
"now, Mrs. Dorotha Whitson" NOTARY PUBLIC

My commission expires:
Oct 18, 1956

NORTH CAROLINA
~~BUNCOMBE~~ COUNTY OF MITCHELL

I, Dorotha Buchanan Whitson, a Notary Public of said State and County, do hereby certify that Sam K. Vance and wife, Vivian Vance personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 30th day of January, 19 56.

Dorotha Buchanan
"now, Mrs. Dorotha Whitson" NOTARY PUBLIC

My commission expires:
Oct 18, 1956

STATE OF NORTH CAROLINA
COUNTY OF ~~BUNCOMBE~~ MITCHELL

LAND AND MINERAL COMPANY
To

Sam K. Vance and wife,
Vivian Vance

RECEIVED
FEB - 2 1956

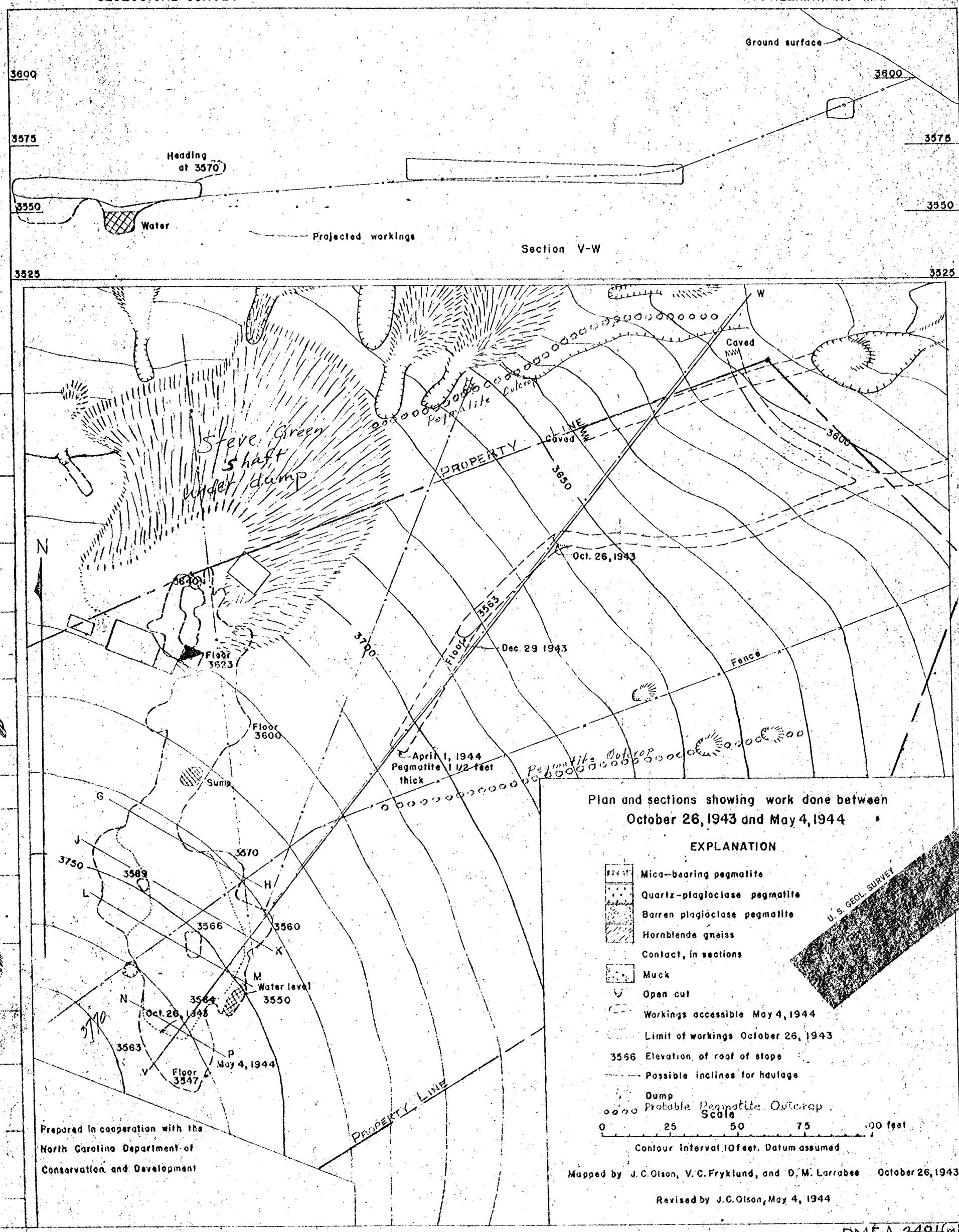
LEASE

Filed for registration on the 1st
day of Feb,
19 56, at 8 30 o'clock a M., and
registered in the Office of The Register of
Deeds for
County, North Carolina in Book 81
Page 477

B. Masters
Register of Deeds for
Mitchell Co

UNITED STATES DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

STRATEGIC MINERALS INVESTIGATIONS
PRELIMINARY MAP



~~BIRCH MICA~~ MINE, MITCHELL COUNTY, N.C.
Steven Greene

DMEA-~~3481~~(mica)
4911