DMEA Form 9

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

OFFICIAL DOCKET FILE

DMEA NO. 4695

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(Withdrawn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

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

This is the official contract file containing all official records of the project. The records contained in the files are checked and are arranged in this order:

Left Side

Interim Royalty Audits
Reports of Royalty Review
Certification of Discovery
Certificate of Audit (Final)
Interim Audit(s)
Report of Review
Termination Notice or Agreement
Recision Notice
Assignment of Contract
Contract Amendments (latest on top)
Contract with all exhibits and annexes
✓ Owner's Consent to Lien
Subordination Agreement
✓ Leases and assignments of leases
✓ Application and attachments
(3) ✓ Envelope for maps

Right Side

Project summary
Work completed analysis
All other material is filed in chronological order with correspondence including the following reports as checked:

Final Field Team Report (Tab)
Operator's Final Report
(2R) Interim Reports
(2R) Operator's monthly reports and all attachments (latest on top)
✓ On-site Exam Report(s) (Tab) ✓
(4) Settlement Sheets

When the volume of records is expected to warrant additional folders, or when convenience of reference warrants separate folders for certain records, they should be set up in this order:

Left Side

Folder No. 2: (In chron. order) Interim Summary Reports by W. O. Engineers

Right Side

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

Folder No. 3: Maps (Use pocket folder or envelope. Fold maps with title block out and show reference to related document or correspondence.)

Folder No. 4: Settlement Sheets

Folder No. 5: Drill Logs

9775

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

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

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

RECEIVED MAR 21 1957 D.M.E.A.

To the United States of America:

Referring to that certain land in the County of Yancey State of North Carolina, described as follows: 2/

Beginning on an iron stake which is located 50' North of what is known as the Ollie Staten Prospect, which is located 543' North 33 Degrees East of another iron stake which is a corner in the property line between International Mineral and Chemical Corporation and E.L. Briggs, and running 250' North; thence 300' East; thence 600' South; thence 600' West; thence 600' North; thence 300' East to a point of closing. Recorded in Register of Deeds Office in Burnsivlle, N.C., Book #95, Book #460. This property located three miles North West of Newdale, North Carolina.

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

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

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom, to secure the payment to the Government of a percentage royalty on production as may be provided for by the Contract;

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

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

None

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

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

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

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

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

Dated this 15th day of March, 1957.

C. J. Burtyus	[Seal]	Burnsville KC	[Address]
Eloise Briggs	[Seal]	" "	[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

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

[Corporate Seal]

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

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

RECEIVED MAR 21 1957 D.M.E.A.

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Yancey, State of North Carolina, described as follows: 2/

Beginning on an iron stake which is located 50' North of what is known as the Ollie Staten Prospect, which is located 543' North 33 Degrees East of another iron stake which is a corner in the property line between International Mineral and Chemical Corporation and E.L. Briggs, and running 250' North; thence 300' East; thence 600' South; thence 600' West; thence 600' North; thence 300' East to a point of closing. Recorded in Register of Deeds Office in Burnsivlle, N.C., Book #95, Book #460. This property located three miles North West of Newdale, North Carolina.

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

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

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom, to secure the payment to the Government of a percentage royalty on production as may be provided for by the Contract;

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

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

None

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

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

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

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

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

Dated this 15th day of March, 1957.

E. L. Bunting	[Seal]	Burnsville N.C.	[Address]
Eloise Briggs	[Seal]	" "	[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

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

_____

[Corporate Seal]

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

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

RECEIVED MAR 21 1957 D.M.E.A.

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Yancey State of North Carolina, described as follows: 2/

Beginning on an iron stake which is located 50' North of what is known as the Ollie Staten Prospect, which is located 543' North 33 Degrees East of another iron stake which is a corner in the property line between International Mineral and Chemical Corporation and E.L. Briggs, and running 250' North; thence 300' East; thence 600' South; thence 600' West; thence 600' North; thence 300' East to a point of closing. Recorded in Register of Deeds Office in Burnsivlle, N.C., Book #95, Book #460. This property located three miles North West of Newdale, North Carolina.

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

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

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom, to secure the payment to the Government of a percentage royalty on production as may be provided for by the Contract;

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

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

None

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

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

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

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

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

Dated this 15th day of March, 1957.

C. K. Briggs	[Seal]	Burnsville N.C.	[Address]
Eloise Briggs	[Seal]	" "	[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

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

_____

[Corporate Seal]

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

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

RECEIVED MAR 21 1957 D.M.E.A.

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Yancey State of North Carolina, described as follows: 2/

Beginning on an iron stake which is located 50' North of what is known as the Ollie Staten Prospect, which is located 543' North 33 degrees East of another iron stake which is a corner in the property line between International Mineral and Chemical Corporation and E.L. Briggs, and running 250' North; thence 300' East; thence 600' South; thence 600' West; thence 600' North; thence 300' East to a point of closing. Recorded in Register of Deeds Office in Burnsville, N.C., Book #95, Page #460. This property located three miles North West of Newdale, North Carolina.

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

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

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom, to secure the payment to the Government of a percentage royalty on production as may be provided for by the Contract;

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

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

None

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

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

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

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

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

Dated this 15th day of March, 1957.

E.L. Briggs	[Seal]	Burnsville NC	[Address]
Elsie Briggs	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

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

_____

[Corporate Seal]

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

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

RECEIVED MAR 21 1957 D.M.E.A.

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Yancey State of North Carolina, described as follows: 2/

Beginning on an iron stake which is located 50' North of what is known as the Ollie Staten Prospect, which is located 543' North 33 degrees East of another iron stake which is a corner in the property line between International Mineral and Chemical Corporation and E.L. Briggs, and running 250' North; thence 300' East; thence 600' South; thence 600' West; thence 600' North; thence 300' East to a point of closing. Recorded in Register of Deeds Office in Burnsville, N.C., Book #95, Page #460. This property located three miles North West of Newdale, North Carolina.

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

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

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom, to secure the payment to the Government of a percentage royalty on production as may be provided for by the Contract;

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

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

None

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

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

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

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

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

Dated this 15th day of March, 1957.

E. L. Briggs	[Seal]	Burnsville N.C.	[Address]
Eloise Briggs	[Seal]	" "	[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

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

_____

[Corporate Seal]

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

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

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

RECEIVED
MAR 21 1957
D.M.E.A.

To the United States of America:

Referring to that certain land in the County of Yancey State of North Carolina, described as follows: 2/

Beginning on an iron stake which is located 50' North of what is known as the Ollie Staten Prospect, which is located 543' North 33 degrees East of another iron stake which is a corner in the property line between International Mineral and Chemical Corporation and E.L. Briggs, and running 250' North; thence 300' East; thence 600' South; thence 600' West; thence 600' North; thence 300' East to a point of closing. Recorded in Register of Deeds Office in Burnsville, N.C., Book #95, Page #460. This property located three miles North West of Newdale, North Carolina.

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

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

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom, to secure the payment to the Government of a percentage royalty on production as may be provided for by the Contract;

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

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

None

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

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

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

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

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

Dated this 15th day of March, 1957.

C. L. Briggs	[Seal]	Burnsville NC	[Address]
Eloise Briggs	[Seal]	" "	[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

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

_____

[Corporate Seal]

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED MAR 21 1957 DMEA

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. 4695
Metal or Mineral Mica
Date Received 3-21-57
Estimated Cost $8,600.00
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: John Phillips
Spruce Pine, 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 Legal discription given on attached lease.

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

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

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

(*e*) If you own the land, describe any liens or encumbrances on it Not land owner

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(*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 3-15-57, 195..

John Phillips
(Applicant)

By John Phillips

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

GENERAL FILE COPY
DMEA
RECEIVED MAR 21 1957

DATE	INITIALS	CODE

MF-103 (Continuation Sheet)

4. (a) There has been some previous work done at this place, and some good mica recovered.

(b) Records of previous productions are not available.

(c) There is approximately 3' of vein showing, and we beleive that with exploration work, we will find sone good non-ruby mica.

(d) We propose to bulldoze road access.

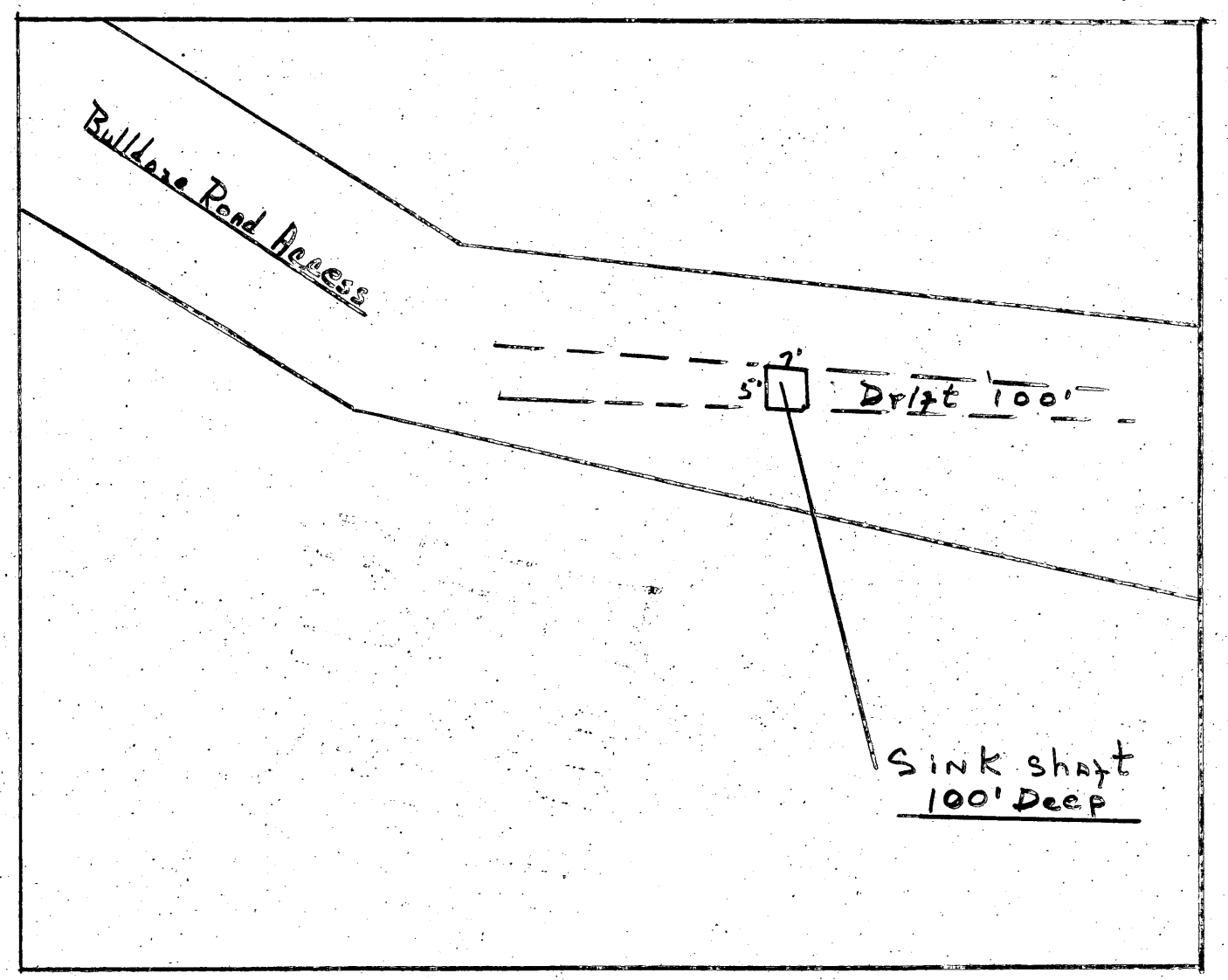
(e) Manpower, equipment and supplies are available. Power is at project.

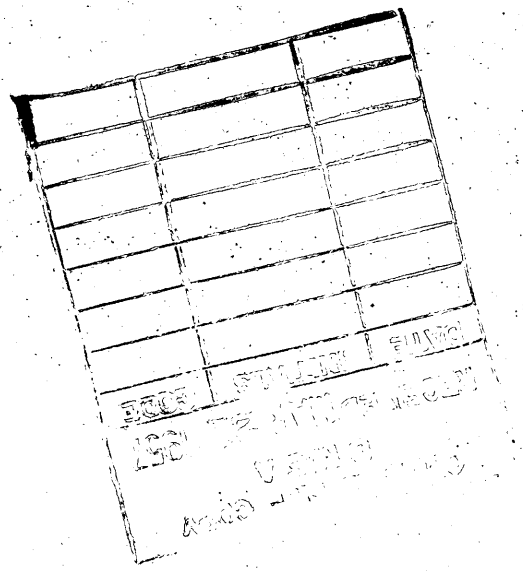
5. (b) We propose to bulldoze road access, sink a shaft 100' deep, and drift with vein a distance of 100'.

6. Estimate of costs:

10 hours Bulldozing @ $10.00 per hr. - - -	$ 100.00
100' Shaft @ $50.00 per foot - - - - - - -	5000.00
100' Drift @ $35.00 per foot - - - - - - -	3500.00
Total estimated cost of project:	$ 8600.00

Ollis Statton Prospect
Yancey County, N.C.





MINING LEASE

State of North Carolina ~~Mitchell~~ Yancey County:

This indenture made this 15th. day of March, 1957, ~~XXXX~~

between E.L. Briggs & Wife Eloise Briggs

of Yancey County and State of North Carolina as party of the first part, and known as lessor, and John Phillips

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

WITNESSETH, That the parties of the first part in consideration of One Dollar in hand received and hereby acknowledged by the lessors, and in consideration of the agreements hereinafter contained, on the part of the party of the second part to be performed, hereby bargains, leases and grants to the party of the second part, and his heirs and assigns, for the period of five years from the date of this agreement, the following described real property, for mining purposes, in the County and State first above written to wit:

Beginning on an iron stake which is located 50' North of what is known as the Ollie Staten Prospect, which is located 543' North 33 degrees East of another iron stake which is a corner in the property line between International Mineral and Chemical Corporation and E.L. Briggs, and running 250' North; thence 300' East; thence 600' South; thence 600' West; thence 600' North; thence 300' East to a point of closing.

Recorded in Register of Deeds Office in Burnsville, N.C., Book #95, Page #460.

This property located three miles North West of Newdale, North Carolina.

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

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

on the minerals taken and sold from said mines which shall be for the use of the said lands for the aforesaid period of five years. The said amounts shall be payable on the computation of selling bills on the tenth day of each month covering sales made during the previous month. Any minerals other than those set forth above which may be taken and sold shall be paid for and at the usual royalty rate of the minerals taken.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, shall have the option to renew this lease and to extend the period of its running for an additional five years from the date of its present termination. The option shall be exercised by giving formal written notice to the party of the first part or by the continuation of any mining operations then being conducted. The 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 grantee, purchaser, or assigns thereof. And it is agreed that the lessee may assign this mining lease or any part thereof and that he may sublease.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, is hereby given an option to purchase all the right, title and interest, legal and equitable to and in the real estate described and set forth in this lease for a total purchase price of _____, said purchase price to be paid in full within three years from the date of this instrument and it is agreed that all rental royalties paid to the party of the first part shall apply toward and be a part of the total purchase price above set forth, and that at such time that the total purchase price is paid in the form of royalties or a lump sum payment or a combination of both, the party of the first part will execute a special warranty deed to the party of the second part and that a tender of the remaining purchase price at any time within the next three years shall entitle the party of the second part to specific performance of this option contract.

BUT IT IS EXPRESSLY AGREED That unless mineral or fossil material of practical value for mining purposes shall be found within a period of ~~two~~ three years from the date of this instrument, the lease may be terminated by the lessee at any time thereafter on thirty days notice to the lessors. The lessee agrees that during the period of this lease or the continuance of this lease work in said mines or exploration for new mines within the area leased shall not cease longer than ninety days at any one time, unavoidable accidents excepted.

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

Witness: _____

E.L. Briggs (Seal)

Eloise Briggs (Seal)

_____ (Seal)

MAR 21 '72
D.W.E.A.

Ollie Statton Prospect
Copy from Deed -

Deed from Ollis J. Statton and wife, Lillian Staton to E.L. Briggs, dated

October 11, 1947, and recorded in Deed Book 95 ag Page 460.

BEGINNING at a spring in the Blake heirs line, and runs a North course 1000 feet to South Toe River; thence up and with said river 400 feet to a chestnut stump in William Hippys line; then a S.E. course 1300ft. with William Hippys line to a chestnut stump in Lee Buchanan line; thence an east course 500 feet to the Beginning, containing 4 acres more or less.

Deed from Norman Lowry and wife Lydian Shehan lowrye and William N. Gouge to E.L. Briggs, dated July 26, 1950 and recorded in Deed Book 102, page 223.

FIRST TRACT: Beginning at the mouth of Shanty Branch and runs up and with said branch to Lee Buchanan's line; thence with said Buchanan's line to James Thomas' line, thence to Bud Wilson's line; thence with said Wilson's line to Lat Wyatt's line near the Grave Yard, Lee Buchanan's corner; thence with said Buchanan's line to the Blake Line; thence with the Blake line and road to Bob Hice's line , thence with said Hice' line and the Harris Clay Co's line to the River, thence down the river to the BEGINNING, containing 21 acres more or less, and also one-half of the ineral on the Ellar Wyatt land which was excepted by the former owner Wesley Wyatt and which belongs to the grantors.

SECOND TRACT: Beginning on a willow corner and runs 26 poles Southeast to a dogwood corner; thence a Northeast course 42½ poles to a stake; thence 26 poles to a oak in the Harris Clay Co. line; thence with Harris Clay Co.'s line and R.R. Hice line 18 poles to Blake line; thence a South course 11 poles to the BEGINNING, containing 3½ acres more or less.

THIRD TRACT: Being a six and one-fourth acre tract which adjoins the first tract and for a more complete description of same see Deed Book No.100 at page 549.

FOURTH TRACT:BEGINNING on a buckeye in the branch and runs up the hill a southwest course 122 feet to a chestnut oak, thence an Easterly course 300 feet to a sourwood; thence a Northerly course 138 feet to a Birch; thence down and with the branch 300 feet to the BEGINNING, CONTAINING ONE ACRE MORE OR LESS.

OFFICIAL FILE COPY
DMEA
RECEIVED MAR 21 1957

DATE	INITIALS	CODE

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

OFFICIAL FILE COPY
DMEA
RECEIVED JUL 18 1957

DATE	INITIALS	CODE
7-18	C	220
		600
		225
July 17, 1957		

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA-4695 (mica)

Applicant: John Phillips

Name and Location of Property: Ollis Stratton Prospect, Yancey County, North Carolina

Date of Field Team Report: 6/25/57

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 7/1/57

Recommendation of Field Team: Recommend denial of application.

Comments:

1. This is an old prospect which has been worked intermittently since 1900.

2. Descriptions by J. R. Wolfe, Jr., in an unpublished USGS report and observations of the field examiners indicate that much of the known pegmatite has been mined out.

3. Indefinite continuity of the lenses of pegmatite and maze of old workings preclude setting up a program with a satisfactory target.

Recommendation:

I concur with the recommendation of the field team that the application be denied.

W. F. Dietrich

W. F. Dietrich

DMEA Form 7
(12-56)

Dietrich

OFFICIAL FILE COPY

Date	Surname	Code
7/9	Anderson	600
7/10	Houk	600
7/10	Selfridge	130
		130
7/10	Kilsgaard	130
7/10	Johnson	110
	Rutherford	100
		220

600

JUL 11 1957

Mr. John Phillips

Spruce Pine, North Carolina

Re: Docket No. DMEA-4695-Mica
John Phillips
Ollis Statton Prospect
Yancey County, North Carolina

Bishop 7/10 (130)

Dear Mr. Phillips:

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. Mittauer (for)

Administrator

WCAnderson:rsi 7/9/57
Copy to: Admr. R. File
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
7/9	Anderson	600
7/10	Houk	600
		100
		220

600

July 9, 1957

Memorandum

To: Mr. C. O. Mittendorf, Administrator

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

Subject: Evaluation of application and field examination report.
Docket No. DMEA-4695-Mica
John Phillips
Ollis Statton Prospect
Yancey County, North Carolina

Denial of application is recommended.

Mica: Reddish brown in color, some with greenish cast, essentially flat and free splitting, badly cracked and intergrown with iron oxides.
Minor defects: Quartz-garnet intergrowths, bending, and reeving.

Pegmatite: Series of pegmatite structures, from a few inches to 40 feet thick, composed of fine to medium grained plagioclase, minor fine-grained interstitial quartz, small books of muscovite, minor biotite sericite and vermiculite. Essentially concordantly emplaced but locally discordant in a soft, deeply weathered biotite-muscovite gneiss.

Workings: The mine has been known as the John Sheehan Mine, has been extensively worked. Recent bulldozing has obliterated much of old workings, 60 feet of old incline is accessible, also a vertical two compartment shaft, plumbed to a depth of 90 feet, half filled with water.

Past Production: Intermittant production since 1900. Production during World War II: 2251 pounds of unknown value and 2043 pounds valued at $12,151.32. Although the mine has been worked, there has been very little production since World War II.

Applicant's Proposal: Ten hours of bulldozing, 100 feet of shaft and 100 feet of drifts, for which the applicant requests $8,600.00.

Comments: According to the Field Team report, it is believed that much of the production pegmatite has been removed. This belief seems to be well founded, since the last known production of any extent occurred during World War II. Individual lenses have poor and indefinite continuity with dip direction.

Recommendations: Because it is almost impossible to define an exploration target, the Field Team believes no exploration project is justified and therefore recommend denial of the application. The Division of Nonmetallic Minerals and the Commodity Members of the Geological Survey and the Bureau of Mines concur.

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

WCAnderson:rsi 7/9/57
Copy to Admr. R. File
Mr. Houk

8623

IN REPLY REFER TO:

OFFICIAL FILE COPY
DMEA
RECEIVED JUL 2 1957

DATE	INITIALS	CODE
7/2	C	220
7/8	Mra	600
Memorandum		
To:		

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

July 1, 1957
Re: DMEA 4695
John Phillips
Ollis Statton Prospect
Yancey County, North Carolina
$8,600 - Mica

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

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

Subject: Review of Field Team report.

The applicant requested assistance in exploring a pegmatite of which only 3 feet was exposed.

The examiners found conditions quite unlike those depicted in the application. The prospect is near a mine, John Sheehan Mica Mine, the scene of much work and the production of considerable mica. Much bulldozing has been done, obliterating old workings, but the records show 4,295 pounds of mica was sold, of which 2,043.43 pounds brought $12,151.32.

In the opinion of the examiners, based in part on old reports and maps, most of the mica has been mined and a new work program with a satisfactory target cannot be set up amid the maze of old workings. The conclusion is well taken. I concur with the recommendation of denial of the examiners and Field Team.

N. E. Nelson

N. E. Nelson

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

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 27 1957

DATE	INITIALS	CODE
6/27	C	220
		130
7/1	C	220
7/8	WCA	600

June 25, 1957

Memorandum

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

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

Subject: Examination Report on DMEA-4695 (Mica)
John Phillips, Spruce Pine, North Carolina
Ollis Statton Prospect (John Sheehan Mica Mine)
Yancey County, North Carolina

Enclosed are the original and three copies of the above designated report.

The Field Team agrees with the examiners that further exploration is not justified and denial of the application is recommended.

Robert A. Laurence
Robert A. Laurence
Executive Officer

Reviewed by
DMEA OPERATING COMMITTEE
7-1-57
(date)

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

Enclosures 4

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 27 1957

DATE	INITIALS	CODE
		130
		220
7/8	Ocra	600

FIELD EXAMINATION, REGION V

On

DMEA-4695, OLLIS STATTON PROSPECT (John Sheehan Mica Mine)
Yancey County, North Carolina

By

S. C. Bergman and E. L. Boudette, Geologists
U. S. Geological Survey

and

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

June 24, 1957

Reviewed by
DMEA OPERATING COMMITTEE
7-1-57
(date)

Div-Site
Exam Rept

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

FIELD EXAMINATION REPORT

On

DMEA-4695, OLLIS STATTON PROSPECT (John Sheehan Mica Mine)

Applicant: John Phillips, Spruce Pine, North Carolina

SUMMARY

A complex series of mica-bearing pegmatites has been mined and excavated intermittently since 1900, over a northeast-southwest strike distance of about 300 feet and a width of at least 140 feet. The mine has been known as the John Sheehan Mine and was mapped and described in an unpublished USGS report by J. R. Wolfe, Jr. (December 1944). The report describes the history, extent of workings, and geological setting much more completely than could be discerned by the examiners in the limited workings and exposures now accessible. The examiners' observations coupled with Wolfe's report lead to the conclusions that much of the known pegmatite has been mined out and that the individual lenses have poor and indefinite continuity especially in the dip direction. Much of the pegmatite has been nonproductive and the control on mica-rich zones is not known. From the known characteristics of the pegmatites it is almost impossible to define an exploration target in the area. Because of this factor it is believed that further exploration is not justified and denial of the application is recommended.

INTRODUCTION

Location

The mine is located 1.06 airline miles N. 47° E. of the intersection of U. S. Highway 19E and State Highway 104 (80) in Micaville, Yancey County, North Carolina. It is on a moderate southwest-sloping hillside, about 500 feet south of the South Toe River and about 700 feet S. 60° W. of the Goog Rock Mine (DMEA-3860).

Access is good, being gained by traveling west about 0.9 miles on a good gravel road, which is the first left turn north of the intersection of U. S. Highway 19E and State Highway 104 (80). The road runs through the center of the mine area on down to the river and over to the Goog Rock mine.

Examination

The examiners were accompanied by Messrs. John Phillips and Clarence Sparks, on an examination which was conducted on May 2, 1957, over a period of about two hours time. The mine has been well mapped and adequately described in an unpublished USGS report by J. R. Wolfe, Jr. (December 1944). The report and map in its entirety accompany this report since it describes the extent of the workings and geological setting much more completely than can be deduced from the present condition of the site.

In the past year, an extensive amount of bulldozing has excavated the site to a maximum depth of 30 feet on the uphill side and from the downhill side of the North Cut (see map) about 400 feet southwest along strike and about 180 feet in a direction normal to the strike. A considerable amount of the mapped exposures and underground works have either been excavated or covered by the bulldozing. About 60 feet of the upper incline is still accessible as is the portal of a shallow inclined shaft which is shown about 65-70 feet northeast of the upper incline portal. A map showing the present availability of information is enclosed with this report. Outside of the bulldozing, a vertical shaft of uncertain age but postdating the wartime mapping, has been sunk to the incline level from a point about 50 feet south of the upper incline portal. In addition, a vertical well-cribbed two-compartment shaft was sunk by John Blalock and Clarence Sparks sometime in 1956. The shaft was plumbed to a depth of 90 feet, with water standing to the 44 foot level. Only 16 feet of drift was driven from the shaft bottom to the northeast. A small amount of non-productive pegmatite was reportedly cut by the shaft and drift. No equipment of any kind was noted at the site.

GEOLOGY

Since a much more complete description of the geology of the mine is available in the 1944 USGS report, only a summation of that material coupled with the examiners' impressions are presented here.

There is a series of pegmatite structures in the area which are essentially concordantly emplaced, but locally discordant in a soft, deeply weathered biotite-muscovite gneiss which has been locally altered parallel to the foliation of a predominantly fine grained feldspathic rock with much reduced, but still noticeable micaceous foliation. The gneiss strikes N. 30-50° E. and dips from near vertical near the surface to 60° southeast in the incline near the pegmatite contacts. A number of strong slickensided surfaces were noted in the countryrock in the upper incline.

The pegmatites are not well defined as to shape or size, but appear to be essentially lenticular in shape with fairly strong strike continuity and rather poor dip continuity. The individual structures have a fairly uniform northeast-southwest trend, but are highly irregular and variable in their dip to the southeast. Some of the pegmatites are not discrete lenses, but are a series of connected structures commonly interspersed with tongues or apophyses of gneiss which are usually parallel to the contacts and foliation. There is a strong suggestion that pegmatite exposed in the upper and middle inclines lenses out downdip. From the attitude of the pinchout of the main pegmatite, there is a suggestion that the structure plunges about 30° south-southwest. The trace of minor convolutions found along the hangingwall contact in the upper incline supports this suggestion of plunge.

Pegmatite ranges in size from bodies a few inches to 40 feet thick and is composed of an essentially unzoned mixture of fine to medium grained plagioclase, relatively minor fine grained interstital quartz , small books of muscovite and very minor biotite sericite, and vermiculite. Although much of the pegmatite appears to be quartz-muscovite deficient, there is a suggestion that sizable discontinuous quartz-muscovite rich zones did occur especially in the upper incline. Evidently the known mica concentrations were removed during World War II, since very little productive work is known since that time.

The contained muscovite is a reddish brown color although some has a faint greenish cast. It is essentially flat and free-splitting, but is rather badly cracked and moderately intergrown with iron oxides (?). Quartz-garnet intergrowths, bending and reeving constitute rather minor defects. A total of 2251.6 pounds of mica of unknown value was sold by Sheehan, Fouts, and Statton between June 1943 and December 1943. Between January 1944 and November 1944 O. J. Statton and F. L. Thomas sold 2043.43 pounds of mica valued at $12,151.32. Under this program only two small sales are recorded. In 1956, an Odie Grindstaff sold a total of 31.25 pounds of mica valued at $267.03.

CONCLUSIONS AND RECOMMENDATIONS

From what could be seen at the site and the conclusions reached from reading the wartime report on the mine, the examiners believe that much of the known productive pegmatite has long ago been removed. The indefinite position of productive zones within the pegmatites as well as the poor indicated continuity, especially in the dip direction, coupled

with content of rather mediocre quality muscovite, is poor recommendation for setting up an exploration program at this mine. The examiners believe that further exploration at this site is not justified and that the application should be denied.

June 24, 1957

S. C. Bergman and E. L. Boudette, Geologists
U. S. Geological Survey

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

FILE COPY
DO NOT REMOVE

JOHN SHEHAN MICA MINE
YANCEY COUNTY, NORTH CAROLINA

December 1944

James S. Wolfe, Jr.

Introduction

The John Shehan mica mine is in Yancey County, North Carolina, 1.1 miles N. 30° E. of Micaville. It is on the northwest side of a hill that slopes steeply down to the North Toe River. One may reach the mine over the following route:

Mileage	Directions
0.0	Spruce Pine Highway bridge. Drive west on U. S. Highway 19E.
5.0	Newdale. Turn north on North Carolina (temporary) Highway 80.
8.55	Turn left on poor dirt road (not always passable).
9.0	Park on right in field. Follow the road on foot about a quarter of a mile past a road branching to the right, and through a gate on the ridge crest. About 200 feet beyond, nearly opposite a large asbestos outcrop on the left, take a path to the right about 100 yards downhill to the mine.

The mine was mapped October 9-12, 14, 16-18, 1944, by J. S. Wolfe, Jr., J. E. Lawrer III, and F. C. Rusted as part of the Strategic Mineral Investigations of the U. S. Geological Survey, and in cooperation with the North Carolina Department of Conservation and Development. The surface was mapped by plane table and telescopic alidade and the underground by sight alidade, Brunton compass, and tape. All the mapping was at a scale of 80 feet to the inch.

Information concerning the history of the mine was given by John Shehan, son of the discoverer of the mine. Mica production records were obtained from the Colonial Mica Corporation.

History and workings

The history of the mine has been reported from memory and thus may be inexact. The mine was discovered and first worked by John Shehan sometime between 1900 and 1907. In 1907 a Mr. Sturgis is reported to have leased the property, sunk a shaft in

pegmatite, and obtained a considerable amount of mica. The shaft is now covered with muck in the floor of the Middle Cut (see surface map). Sturgis also worked the Middle Cut, the middle incline, and the lower west drifts.

A Mr. Jane and a Mr. Allen sank a shaft to a depth of 25 to 30 feet at an unknown date. It was subsequently partly filled and enlarged to form the Upper Open Cut, from which the Upper Incline was then driven. From that period until the fall of 1941, the mine was worked only intermittently, but more recently it has been operated more intensively by John Shehan, Dover Fouts, and Ollie Staton in the Upper Incline.

In February 1944, Verlin Carroll and Ollie Staton reopened the Middle Incline and have worked it to the present, advancing the heading some 20 feet. The Upper Incline was not worked in the meantime, but in October 1944, at the time of the mapping, it was being reopened. The two shafts east and northeast of the Upper Open Cut and the most westerly cut were all mined within the last ten years, but it is not known just when or by whom the work was done. Very little mica was found.

Staton owns the land and mineral rights north of an east-west line approximately tangent to the farthest south part of the path (see surface map). Shehan and Fouts own the rights south of this line. Widespread mining activity in the area is attested by many individually small workings that are now largely caved or muck-filled.

The Upper Incline slopes 35° southwest for about 30 feet and thence continues with a very slight slope for about 70 feet to the heading. The width is irregular but averages about ten feet. Two stopes extend about 8 and 15 feet west, about one third to one half way down the incline.

The similar middle incline dips 30° for about 45 feet, thence very gently for about 20 feet to the heading. From a point about halfway to the heading a small branch slope extends steeply upward and to the northwest for about 30 feet, and connects with a level tunnel 55 feet long from an open cut downhill from the Middle Cut.

The northwest adit is a narrow, level tunnel that extends southeast for at least 90 feet. At 65 feet it forks, and the right-hand branch extends 25 feet south under the Middle Open Cut, with which it is apparently connected by a muck-filled shaft or raise. The left branch continues southeast and south, but its inner end is flooded and its total length is uncertain. The narrow, level southwest adit extends about 40 feet east-southeast, and has two small irregular stopes at its inner end.

Works No. 1 and No. 2 probably are portions of the old Lower Incline and apparently were mined in part through a tunnel (now caved) extending eastward from cut no. 3. No. 1 is an irregular stope overhang about 10 by 15 feet and 4 to 10 feet high; No. 2 is 30 by 10 feet and opens into a surface pit.

About ten other small cuts and shafts with minor underground workings are present in the area.

Country rock geology

The mapped area appears to be underlain by biotite-rich gneiss, which is impregnated with much pegmatitic material and has been intruded by many pegmatite lenses. These lenses range from stringers a few inches thick to large bodies of undetermined thickness and at least 40 feet across. In general the gneiss at the surface strikes northeast and dips 85° southeast. The strike is rather uniform, whereas the dip is variable; in the workings the dip is less than 85°. Little folding, faulting, or jointing is to be seen. The rock is weathered and soft to a depth of 20 to 30 feet. At the heading of the Upper Incline (40 feet in depth) it is soft and loose, although farther up the incline it is relatively hard and solid.

Pegmatite

The pegmatite masses are of undetermined shape and size, inasmuch as the exposures are insufficient to reveal: (1) whether there are many large and small pegmatite lenses completely separated by bodies of country rock, or (2) whether the pegmatite consists of many connected pegmatite lenses partly separated by country rock projections and inclusions. The attitude of the pegmatite is not known definitely, but most of the contacts strike northeast and dip about 85° southeast. The pegmatite being mined in the Upper and Middle Inclines appears to lens out downward, as indicated by the east-west footwall contact at the fork in the Northwest Adit. This trend contrasts sharply with the average strike of the country rock. The pegmatite is also reported to have lensed out downward where it was exposed in the Upper Open Cut. These features suggest that the pegmatite plunges about 80° south-southwest. If this is correct, the pegmatite exposed in the North Cut must be a separate body rather than a part of a series of connected lenses.

The intrusive is generally conformable with the country rock, although in places it cuts directly across the foliation. No faulting and only minor jointing and folding were noted. The

pegmatite contacts are generally sharp, and little contact metamorphism can be seen. In the Southwest adit (see underground plan and section C-D') the pegmatite contact is very gradational for a thickness of about ten feet. The rock grades from a gneiss with much injected pegmatitic material to pegmatite with much included gneiss. The pegmatite is interrupted by many thin bodies of gneiss but whether they are definitely inclusions or merely projections from walls is uncertain.

The pegmatite consists of the following minerals, listed in decreasing order of abundance: plagioclase, quartz, muscovite, vermiculite, sericite, biotite, and garnet. The plagioclase is fine- to medium-grained and is commonly soft, owing to weathering. It is rather hard in the two headings of the Upper and Middle inclines, which are below the weathered zone. The quartz is distributed throughout the pegmatite as small particles. No massive quartz was noted. Much vermiculite occurs in 2- to 4-inch books which probably have been derived from altered inclusions of biotite gneiss. Sericite, biotite, and garnet are present throughout the pegmatite. No petrologic units characterized by different mineral associations or textures could be distinguished although the muscovite is reported to be concentrated mainly in large, rich pockets. It is also distributed throughout the pegmatite, though not abundantly in many places. The pegmatite in the Upper Incline is reported to have been richest in mica.

Mica

The muscovite is reddish-brown in color; it has been classified as non-ruby by the Colonial Mica Corporation. A moderate amount of staining, probably iron oxide, is present. Some garnet and quartz intergrowths occur; garnet is intergrown across the mica cleavage planes, and the quartz occurs both across and parallel to the cleavage. Generally the mica is flat and free splitting, though some is reeved, especially around the edges of the books. Cracks probably constitute the main defect. Very little of the mica is ruled. In general, the mica is of average quality, showing only moderate amounts of imperfections.

Outlook and Recommendations

The soft, water-soaked gneiss in the roof over the main heading, Upper Incline, fell in during the mine's period of idleness. In November 1944 the roof was timbered and much caved material was carried out to expose the hard rock heading. The

pegmatite is reported to be rich in sheet mica. The soft country rock continued to wash through the timbering, however, and the mine was closed in December 1944 with the discontinuance of purchases of non-ruby mica by the Colonial Mica Corporation. A small amount of work was done in the Middle Incline on the East wall near the heading, involving a break-through into the Upper Incline at the point where Section B-B' crosses.

It seems probable that much mica still could be profitably mined at the Chehan if the caving of the country rock could be prevented. A timbered shaft might be sunk to hard rock on the pegmatite about 10 feet past the main heading of the Upper Incline. Once in hard rock, drifting along the strike of the pegmatite should be possible without timbering, provided of course, that the pegmatite does not pinch out downward at a higher level. Another possibility would involve extension of the Southeast Adit about 60 feet to the pegmatite at a point just south of the Upper Incline main heading. The adit probably would have to be timbered for some distance.

U. S. GEOL. SURV.
UNCLASSIFIED
FOR USE OF
U. S. GOVERNMENT
ONLY

CONFIDENTIAL
FOR USE OF
U.S. GOVERNMENT
ONLY

JOHN SHEHAN MICA MINE
YANCEY COUNTY, NORTH CAROLINA

Production

The following production records were obtained from the Colonial Mica Corporation.

Operator	Date	#1	#2	#2 inf.	Pounds	Value
Shehan, Fouts, & Staton	6/43				131.61	
	7/43				302.25	
	8/43				371.81	
	9/43				389.50	
	10/43				321.43	
	11/43				435.00	
	12/43				300.00	
C. J. Staton	1/44	--	--	--	-----	-----
do	2/44	5	67	28	332.25	$1,876.50
do		12	55	33	200.00	1,000.00
do	3/44	10	76	14	144.00	864.00
do	4/44	3	50	47	284.50	1,707.00
do	5/44	0	33	67	59.75	358.50
T. L. Thomas	6/44	0	70	30	2.12	12.72
C. J. Staton	7/44	4	41	55	198.00	1,188.00
do	8/44	2	58	40	273.75	1,642.50
					36.75	220.50
					9.50	76.00
do	9/44	2	44	54	322.75	1,936.50
					.44	2.64
					67.50	540.00
do	10/44	3	47	50	85.25	511.50
					17.37	138.96
do	11/44	0	62	38	9.50	76.00

The following statistics were taken from report by Mr. Ray Wiseman of the Colonial Mica Corporation. These data cover the month of September 1943.

Labor	$372.48
Rent on Equipment	67.55
Royalty	250.00
Explosives	35.00
Rifting and Trimming	288.44
Gasoline and Oil	60.00
Repair parts (cable, steel, etc.)	45.00
Operating supplies	51.00
Other expenses	25.00

Mine worked 4 men @ $0.40/hour.
Operating cost /man/month is $298.57.
Cost /pound of #1 and #2 sheet mica produced is $3.08.

The above figures do not include development, depletion, overhead, supervision, Social Security, Insurance, etc.

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
4/10	Anderson	600
4/10	Houk	600
4/10	Selfridge	130
"	Johnson	110
"	Rutledge	100
4/11	C	220
		600

600

APR 10 1957

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

Re: Docket No. DMEA-4695-Mica
John Phillips
Ollis Statton Prospect
Yancey County, North Carolina

Lamb
Nelson

Dear Mr. Laurence:

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

Copies of memoranda dated March 26 and April 5, 1957, by Mr. N. E. Nelson, USGS, and Mr. W. F. Dietrich, USBM, respectively, relating to the project are enclosed. There is also enclosed a copy of the application for the use of the Field Team.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

Frank D. Lamb
Member, Bureau of Mines

N. E. Nelson
Member, Geological Survey

Enclosures 5

WCAnderson:gad 4/10/57
Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
4/10	Anderson	600
4/10	Houk	600
4/10	Selfridge	130
"	Johnson	110
"	Mittendorf	100
		220

600

APR 10 1957

Mr. John Phillips

Spruce Pine, North Carolina

Re: Docket No. DMEA-4695-Mica
John Phillips
Ollis Statton Prospect
Yancey County, North Carolina

Lamb
Nelson

Dear Mr. Phillips:

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

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

Sincerely yours,

C. O. Mittendorf (fw)

Administrator

WCAnderson:gad 4/10/57
Copy to: Admr. R. File
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

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

OFFICIAL FILE COPY
DMEA
RECEIVED APR 8 1957

DATE	INITIALS	CODE
4/8	C	220
4/8	mza	600
April 5, 1957		

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA-4695 (mica)

Applicant: John Phillips

Name and Location of Property: Ollis Statton Prospect, Yancey County, North Carolina

Date Application Rec'd. by Br. of Ceramic & Fertilizer Materials: 3/25/57

Comments:

1. The applicant states that 3 feet of a mica bearing pegmatite is exposed.

2. Applicant further states that there has been some past production, but no data available in this office on subject mine.

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

Recommendation:

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

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

OFFICIAL FILE COPY
DMEA
RECEIVED MAR 26 1957

DATE	INITIALS	CODE
3/26	C	220
3/27	H	600

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

March 26, 1957

Re: DMEA 4695
John Phillips
Ollis Statton Prospect
Yancey County, N. C.
$8,600.00 - Mica

Memorandum

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

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

Subject: Review of application

The applicant requests assistance in exploring a pegmatite of which 3 feet is exposed, but which, the applicant thinks, shows signs of being mica-bearing.

Referral of the application to the Field Team is recommended.

N. E. Nelson

N. E. Nelson

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration
Washington 25, D. C.

March 29, 1957

Mr. John Phillips
Spruce Pine, N. C.

Subject: DMEA-4695
Re: Exploration Assistance

Dear Mr. Phillips:

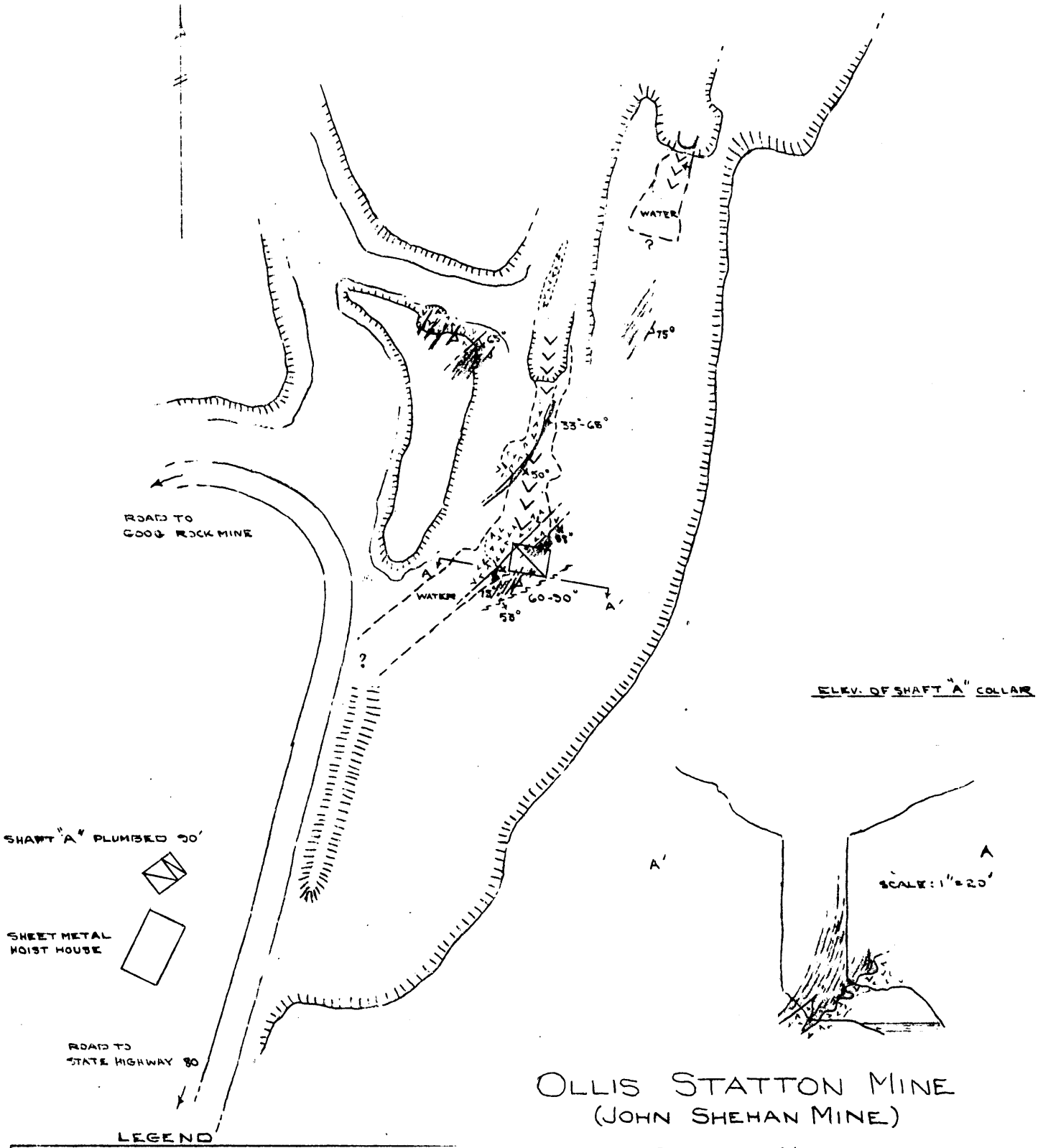
Your application for exploration assistance, dated March 15, 1957 submitted to our office at Washington, D. C. has been assigned Docket Number DMEA-4695 and referred to the Non Metallics Minerals Division in the Washington office. Kindly identify all future correspondence relating to your application by this Docket Number.

Sincerely yours,

Allen S. Dakan, Chief
Operations Control and
Statistics Division

Copy to: Region V

3571



LEGEND

- KAOLINIZED PLAGIOCLASE-QTZ-MUSCOVITE PEGMATITE
- MUSCOVITE-BIOTITE GNEISS INTERLAYERED FELDSPATHIC INJECTION GNEISS
- UNDERGROUND WORKINGS
- EXCAVATION

OLLIS STATTON MINE
(JOHN SHEHAN MINE)

YANCEY COUNTY, NORTH CAROLINA

DMEA-4695 (MICA)

SCALE: 1" = 40'

SCB 3/57

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 27 1957

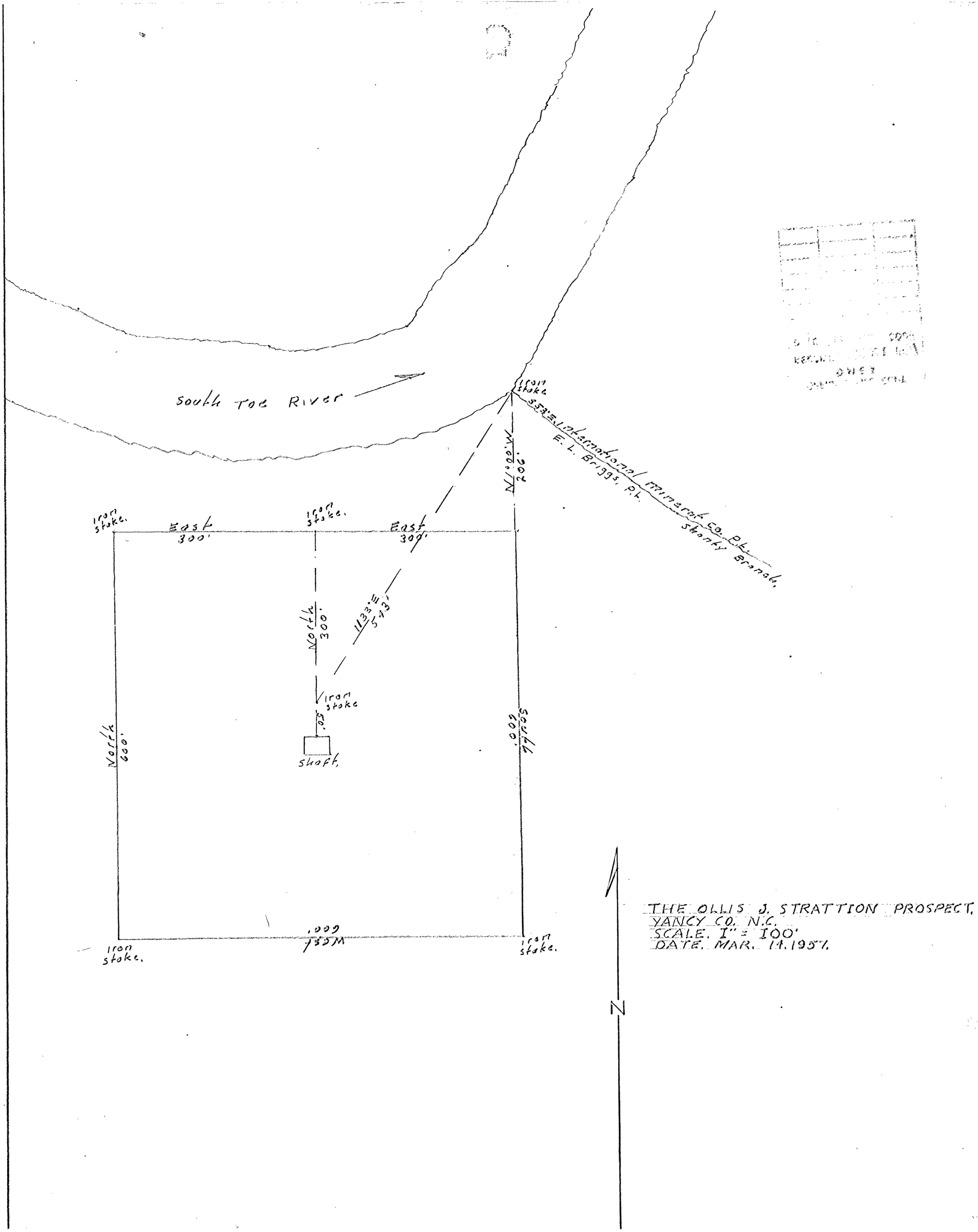
DATE		CODE

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

OFFICIAL BUSINESS

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

Mr. Deward B. Roberson
Box 687
Hereford, Texas



THE OLLIS J. STRATTION PROSPECT,
YANCY CO. N.C.
SCALE. 1" = 100'
DATE. MAR. 14. 1957.