Docket Copy

Defense Minerals Administration
Denver

APR 19 1954

Rec'd 4/9/54

AMENDMENT No. 1

EXPLORATION PROJECT CONTRACT
DMEA-2871, Idm-E 602
JOE A. BEASLEY

Contract Idm-E 602, Docket No. DMEA-2871, dated 21st day of September 1953, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration. hereinafter called the "Government," and Joe A. Beasley, an individual, hereinafter called the "Operator," is hereby amended as follows:

1. Article 3 is amended to read,...."..... and shall bring the project to completion within a period of eleven (11) months from the date of this contract." Instead of six months as first written.

This amendment shall not be construed to increase the estimated total cost of the project, the aggregate total amount which the Government may be obligated to pay, or the percentage of the costs which the Government may be obligated to pay, under the provisions of Article 4 of the contract form.

March 4, 1954

THE UNITED STATES OF AMERICA

By Robert A. Lawrence

By Joe A. Beasley
Joe A. Beasley (Operator) an individual

ZR

MF-200 (A)
(February 1952)

DOCKET NO. DMEA -2071

COMMODITY Mica
Idm-E 602

Docket Copy

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

EXPLORATION PROJECT CONTRACT[1]
(Short Form)

IT IS AGREED this 21st day of September, 1953, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] Joe A. Beasley, an individual
Room 207, Cleveland Hotel
Shelby, North Carolina

hereinafter called the "Operator," as follows: and as set forth in Annexes I and II attached hereto and made a part hereof:

ARTICLE 1. *Authority for contract.*—This agreement is entered into under the authority of the Defense Production Act of 1950, as amended, pursuant to DMEA Order 1 entitled "Government Aid in Defense Exploration Projects."

ARTICLE 2. *Operator's property rights.*—With respect to the mineral rights in that certain land situated in the State of North Carolina, County of Cleveland, described as follows:[3] set forth in Annex I,

the Operator represents and undertakes:[4]

(*a*) ~~That the Operator is the owner, in possession and entitled to possession, and that the property is subject only to the~~

and the Subordination Agreement of C. A. Brittain are attached.

(*b*) That the Operator is a lessee, in possession and entitled to possession, and the Owner's Consent to Lien is attached.

The Operator shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of the exploration project without any allowance for the use, rental value, depreciation, depletion, or other cost of acquiring, owning, or holding possession thereof.

ARTICLE 3. *Exploration project.*—The Operator, within 60 days from the date of this contract shall commence work on a project of exploration for[5]

in or upon the described land; and shall bring the project to completion within a period of six (6) months from the date of this contract. The work to be performed is more fully described in Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, are made a part of this contract. The Government will contribute to the cost of this work as hereafter provided. The work shall be performed by the Operator or by independent contractor or contractors efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for workmen's compensation and employers' liability insurance, with suitable and adequate equipment, materials, and labor, to bring the project to completion within the time fixed. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

ARTICLE 4. *Costs of the project.*—The agreed, estimated costs of performing the work, expressed in terms of units of work to be performed (per foot of drifting, per foot of drilling, per cubic yard of material to be moved, etc.) are set forth in Exhibit "A," attached hereto. The Government will pay ninety (90) percent of these agreed, estimated costs, as they accrue, for units of work actually performed that conform with the description or specifications for the work set forth in this contract, in an aggregate total amount not in excess of $6,300.00, which is 90 percent of $7,000.00 the agreed, estimated total cost of the project in which the Government will participate: *Provided,* That until the Operator's final report and final accounting have been rendered to the Government and any final check or auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract. The Government may, as it sees fit, make payments direct to the Operator's independent contractors, if any, for the account of the Operator, rather than to the Operator.

ARTICLE 5. *Reports, accounts, audits.*—(*a*) *Progress reports.* The Operator shall provide the Government with monthly reports of units of work performed under the contract, in quintuplicate (five copies), upon forms provided by the Government. These progress reports shall be certified by the Operator, and shall constitute both the Operator's invoice of units of work performed on the project during the period covered by the report and his voucher for repayment by the Government, unless the Government requires the use of a standard voucher form with invoice attached. Progress reports shall include surface and/or underground engineering-geological maps or sketches showing the progress of the exploration, with assay-reports on samples taken concurrently with the advance in mineralized ground.

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] State name, address, and nature of organization if any.
[3] Give legal description or enough to identify the property, particularly excluding any land or interest therein to which the Government's lien is not to attach or the production from which is not to be subject to the Government's percentage royalty.
[4] Strike out the provision not applicable.
[5] Name of mineral or minerals.

(*b*) *Final report.*—Upon completion of the exploration work or termination of the contract the Operator shall provide the Government with an adequate geological and engineering report, in quintuplicate (five copies), including an estimate of ore reserves resulting from the exploration work.

(*c*) *Compliance with requirements.*—If, in the opinion of the Government, any of the Operator's reports are insufficient or incomplete, the Government may procure the making or completion of such reports and attachments as an expense of the exploration work; and the Government may withhold approval and payment of any vouchers depending upon insufficient or incomplete reports.

(*d*) *Accounts and audits.*—The Operator shall keep suitable records and accounts of the units of work performed, which the Government may inspect and audit at any time. The Government may at any time require a check of the work performed and an audit of the Operator's records and accounts, by a certified public accountant or otherwise, the cost thereof to be treated as a cost of the project. The Operator shall keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract. Upon the completion of the project or termination of the contract the Operator shall render a final account and statement of work performed to accompany his final report.

ARTICLE 6. *Repayment by Operator.*—(*a*) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than 6 months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows: See Annex II, substituted for that part of 6(a) preceding the colon:

(1) One and one-half (1½) percent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) percent of any such net amounts, plus one-half (½) percent of such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such net amounts.

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

(*b*) As here used, "net smelter returns," "net concentrator returns," and "other net amounts realized from the sale or other disposition," mean gross revenue from sales, or if not sold, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be the gross income from mining operations for percentage depletion purposes in income-tax determination.

(*c*) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(*d*) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

ARTICLE 7. *Assignment, transfer, or loss of Operator's interest.*—Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder. The Operator shall not make any voluntary nor permit any involuntary transfer or conveyance of the Operator's rights in the land described in Article 2, without making suitable provision for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof; *Provided,* that mere failure by the Operator to maintain the Operator's rights in the land, without any consideration running to the Operator other than relief from the cost of maintaining such rights (as by surrender of a leasehold, failure to perform assessment work, or failure to exercise an option), coupled with complete abandonment by the Operator of all interest in or operations on the land for a period of 10 years from the date of this contract, shall not constitute such a transfer or conveyance. Should the Operator make or permit any transfer or conveyance in violation of this provision, the Operator shall be and remain liable for payment to the Government of the same amounts, at the same times, as would have been paid under the terms of the percentage royalty on production. If for any reason the net smelter returns, net concentrator returns, or other net amounts realized from the sale or other disposition of such production are not available as a means of measuring the amount of the Operator's liability, the amount thereof shall be estimated as well as may be, and in the event of dispute as to such estimates, the determination thereof by the Administrator of Defense Minerals Exploration Administration or by his successor shall be final and binding upon the Operator.

ARTICLE 8. *Termination and completion.*—The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if, in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worth while discovery and in the opinion of the Government further operations are not justified.

ARTICLE 9. *Changes and added provisions* _____

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

Joe A. Beasley
(Operator) Joe A. Beasley

By _____

By Frank E. Johnson
Acting Administrator, Defense Minerals Exploration Administration

Arthur Bortir
Hank Chamberlin

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

_____ [CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE 16—66329-1

EXPLORATION PROJECT CONTRACT
JOE A. BEASLEY
DOCKET NO. DMEA-2871

ANNEX I

The property referred to in Article 2 consists of the Lee Carpenter mine, which covers 5 acres of ground more or less; it is held by the Operator under a mining lease dated August 29, 1953, between H. G. Hull and Affie Hull, as lessor, and the Operator, as lessee. The property lies in No. 10 Township, Cleveland County, North Carolina, and is described by metes and bounds as follows:

> BEING bounded on the North by Rose Meade, on the East by Rose Meade and Emerson Cook; and on the South and West by the lands of H. G. Hull, BEGINNING at a stake, the old corner, and Meade's corner, and runs N. 65 W. 360 feet to a stake in the old line; thence a new line S. 20½ W. 605 feet to a stake in H. G. Hull line; thence with his property and another new line S. 65 E. 360 feet to a stake in the old line, and Emerson Cook property; thence with Cook line and Meade property, and old line, N. 20½ E. 605 feet to the place of BEGINNING, containing five (5) acres, more or less, according to a plat by A. F. Hoyle, Surveyor.
>
> Being the Northeastern portion of a 100-acre tract of land conveyed to H. G. Hull and wife by R. L. Carpenter and wife, E. C. Carpenter, on Nov. 6, 1945, and recorded in Book 5-P, page 636 of the Cleveland County Registry.

The property is also shown on attached Map No. 2 entitled "Lee Carpenter Mine Tract - 5 Acres, DMEA-2871."

EXPLORATION PROJECT CONTRACT
JOE A. BEASLEY
DOCKET NO. DMEA-2871

ANNEX II

The following provisions are in lieu of all of paragraph (a) of Article 6 which precedes the colon:

If the Government considers that a discovery or development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after a sufficient, complete, final report and final account referred to in the contract has been rendered, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development. The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land described in Article 2, as follows: (1) Regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production (including any bonuses), in whatever form disposed of, including ore, concentrates, or metal, as follows:

EXPLORATION PROJECT CONTRACT
JOE A. BEASLEY
DOCKET NO. DMEA-2871

EXHIBIT "A"

Description of the Work

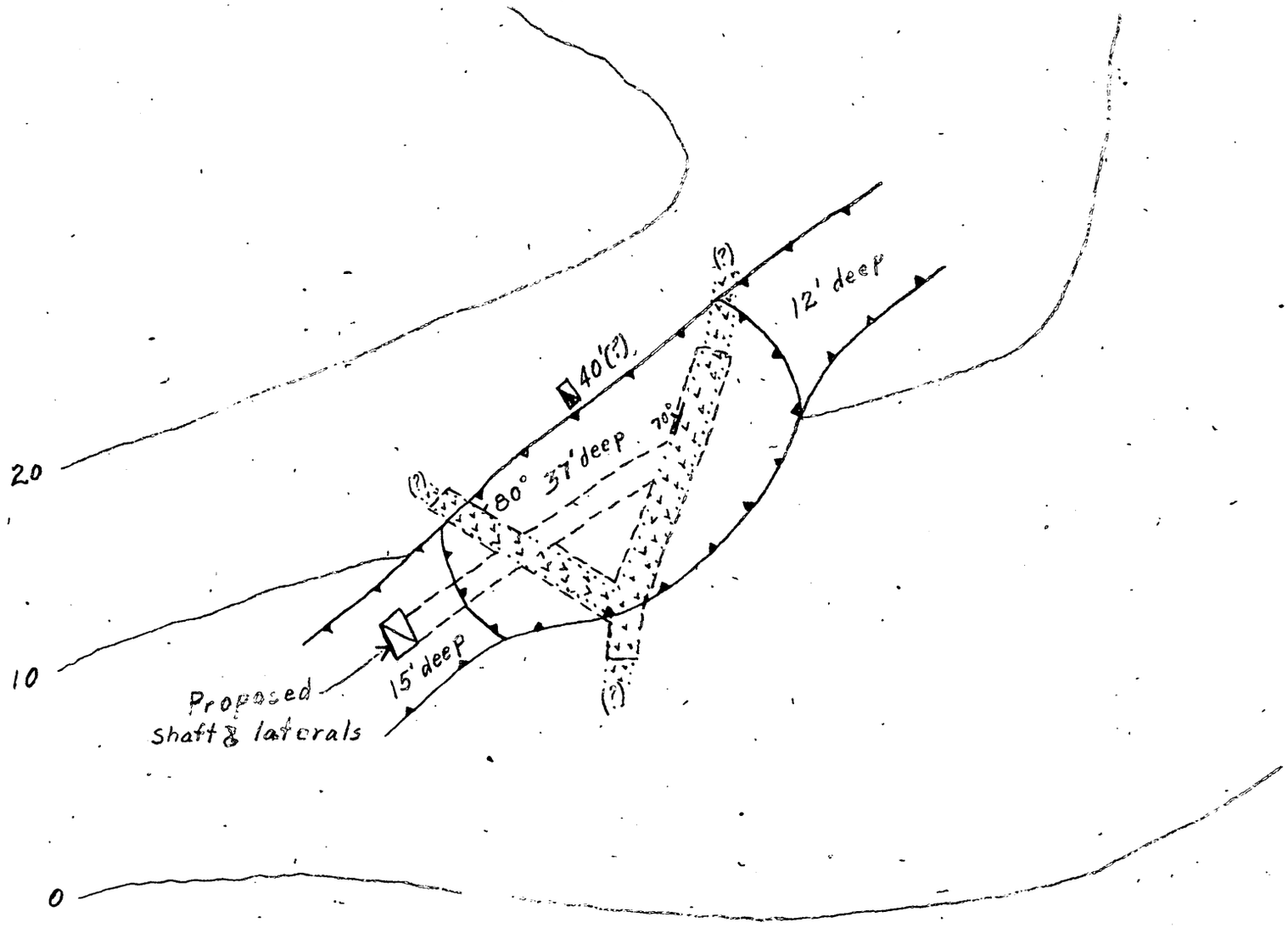
As approximately indicated on the attached Map No. 1, entitled "Sketch of Lee Carpenter Mine, Cleveland Co., N. C., DMEA-2871," a vertical, 2-compartment, 5-foot by 7-foot shaft is to be sunk to a depth of 70 feet, and from near the 65-foot level, a maximum of 100 feet of 5-foot by 7-foot laterals (drifts and/or crosscuts) are to be driven to explore the pegmatite beneath the open cut.

The location, direction, and extent of all project work is subject to the approval of the Government engineers.

Agreed Unit Costs

70 feet of shaft @ $50.00/ft.	$3,500.00	
100 feet of drifts and/or crosscuts @ $35.00/ft.	3,500.00	
Total Agreed Unit Costs		$7,000.00
Government Participation at 90%		$6,300.00

MAP No. 1



Sketch of
Lee Carpenter Mine
Cleveland Co., N.C.

0 20' 40'
Scale

DMEA-2871 (mica)

MAP No. 1

MF-201
(June 1951)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 3 1953

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the holder of a mortgage, claim, lien, or encumbrance identified and described as follows*: Deed of Trust executed by H.G. Hull and wife, Affie Hull to C.A. Brittain on September 14, 1951, and recorded in the Office of the Register of Deeds for Cleveland County, N.C. in Book 371, page 257. Said Instrument includes 122 3/3 acres of which a mineral lease for five (5) acres is included, by H.G.Hull and wife, to Joe A. Beasley, dated August 29, 1953.

upon that certain parcel of ground described in a certain Exploration Project Contract dated September 21, 1953, between Joe A. Beasley

, and the United States of America;

NOW, THEREFORE, the undersigned does by these presents subordinate all of his right, title, and interest in said mortgage, claim, lien, or encumbrance to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights under the provisions of said mortgage, claim, lien, or encumbrance; and as to the five acre tract covered by the aforesaid mentioned lease only.

The undersigned agrees to commit no act nor assert any right, title, or interest under said mortgage, claim, lien, or encumbrance that might contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 29 day of August, 1953

C.A. Brittain

C.A. Brittain

*Include date of the instrument, and if recorded, book, page, and county of record.

U. S. GOVERNMENT PRINTING OFFICE 16—64581-2

Joe A. Beasley.
Room 207 Cleveland Hotel.
Shelby. N.C.

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of North Carolina, County of Cleveland, described as follows:1/ H. G. Hull, and described by metes and bounds as follows:

BEGINNING at a stake, the old corner, and Mead's corner and runs N. 65 W. 360 feet to a stake in the old line; thence a new line S. 20½ W. 605 feet to a stake in H.G.Hull line thence with his property and another new line S. 65 E. 360 feet to a stake in the old line and Emerson Cook property; thence with Cook line and Meade property, and old line N. 20½ E. 605 feet to the place of BEGINNING, containing five (5) acres, more or less according to a plat by A.F. Hoyle, Surveyor. Being Northeastern protion of 100 acre tract deeded to H.G.Hull and wife by R.L.Carpenter and recorded in Book 5-P,Page 636 of Cleveland County Registry.

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

2/ Joe A. Beasley

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 12,000.00, or ten years have elapsed from the date of the contract.

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

Dated this 29 day of August, 195 3.

H G Hull
H. G. Hull [Seal]

Offie Hull
Offie Hull [Seal]

[Seal]

Joe A. Beasley, Room 207 Cleveland Hotel, Shelby, N.C.

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

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

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

4/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) per cent of such net amounts.

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

(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

(c) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(d) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 2871

DO NOT DETACH THIS SLIP

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

This document has been recorded as

EXPLORATION ASSISTANCE

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

Routing Slip

CYS TO USBM, USGS. 1 cy retained Region VII

To:	Code 600 Rm 4637	Date	2/6/53
To:	Robertson	Date	2/9/53
To:	Oper Comm.	Date	2-27-53
To:	Hoffland	Date	3/20/53
To:	Code 400	Date	7-17-53
To:	Oper Comm	Date	9-18-53
To:	Code 600	Date	9-22-53
To:		Date	
To:		Date	
To:		Date	
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To:		Date	
To:		Date	

DO NOT DETACH

CONTROLLED DOCUMENT

DOCKET COPY
Surname:
Anderson
Houk
Talbert
Selfridge
Kellman

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

600

MAR 9 - 1955

Mr. Joe A. Beasley
Room 207
Cleveland Hotel
Shelby, North Carolina

Re: Docket No. DMEA-2871 - Mica
Joe A. Beasley
Lee Carpenter Mine
Cleveland County, North Carolina
Contract No. Idm-E602

Dear Mr. Beasley:

This is with reference to the subject Exploration Contract between you and the Government.

It is not our intention to make a certification of discovery or development which would create a lien against the subject property. We are, therefore, closing our books and records with respect to this project. Your attention is called, however, to the provisions of the Contract which require the Operator to keep and preserve certain records for the period indicated.

We regret that the exploration work performed did not result in a certification of discovery or development. Your participation in the exploration program, however, is sincerely appreciated.

Sincerely yours,

C. O. Mittendorf

Administrator

WCAnderson:ad 3/4/55
Copy to: Admr. R. File
Docket
Operating Committee
Field Team, Region V
Mr. Chambers
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. C. A. Brittain (attached to Field Team copies for forwarding)
Mr. H. G. Hull and wife, Affie Hull (attached to Field Team copies for forwarding)

R.C.H.

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

Project Summary Report

By: Walter C. Anderson WCA March 4, 1955 [illegible]

1. Docket No. DMEA-2871 - Mica
Contract No. Idm-E602
Lee Carpenter Mine
Cleveland County, North Carolina

Operator: Joe A. Beasley
Room 207
Cleveland Hotel
Shelby, North Carolina

Operator's property rights:
Lease for ten years dated August 29, 1953.
Subordination Agreement dated August 29, 1953.
Owner's Consent to Lien dated August 29, 1953.

2. Contract: dated September 21, 1953.

Work authorized:

70 feet of shaft @ $50.00/Ft.	$3,500.00
100 feet of drifts and/or cross-cuts @ $35.00/ft.	3,500.00
Total agreed unit costs	$7,000.00
Government participation @ 90%	$6,300.00

Amendments:

No. 1, dated March 4, 1954, extends completion date from 6 to 11 months.

Work completed: Same as authorized.

Work began on October 20, 1953, and completed on July 14, 1954. Field Team final report received on August 4, 1954. Operator's Final Report received August 9, 1954. No production during operation. No equipment purchased under contract.

3. Audit: ~~Certificate~~ Report of Review issued August 11, 1954.

Accepted cost	$7,000.00
Government participation	$6,300.00

4. Certification of discovery - none issued.

5. Comments:

How conducted: The amount of work authorized in the Contract was accomplished according to good mining practice, but results were discouraging due to bad direction.

Operation: Good.

Engineering: The location and direction of exploration work was poorly selected. Operator's reporting was well done.

Geological premise: Well defined pegmatite explored at surface bottomed above the level of drifting where only occasional pegmatite stringers were encountered.

Geological criteria upon which work was based:

1. Two pegmatites.
   (a) Zoned pegmatite 3 to 5 feet thick.
   (b) Unzoned pegmatite 3 to 6 feet thick.
2. Strategic grade of ruby mica.
3. Past production.

Geological criteria developed during the project: None

Future possibilities: None favorable.

Recommendations: The Nonmetallic Minerals Division concurs with the field team that no certification should be issued and that additional exploratory work is not warranted. The Geological Survey and Bureau of Mines concur.

Projects of this type point out the need of staying with the pegmatite and not assuming it continues again at depth.

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

August 20, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2871 (mica)

Applicant: Joe E. Beasley

Name and Location of Property: Lee Carpenter Mine
Cleveland County, North Carolina

Contract Number: Idm-E 602

Date of Field Team Report: August 2, 1954

Date Rec'd. by Ceramic & Fertilizer Materials Br.: August 10, 1954

Field Team Recommendation:

1. No certification of discovery or development.

Comments:

1. Work began Oct. 20, 1953 and was completed July 14, 1954, and consisted of sinking 70-foot shaft and drifting 100 feet.
2. No strategic mica was recovered during the work.
3. Expenditures:

Total approved	$7,000
Total cost	7,000
Gov't. share	6,300
Value	none

Recommendation:

I concur in the field team's recommendation to deny certificate of discovery or development.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

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

August 10, 1954

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2871 (mica)

To: Lawrence G. Houk, Defense Minerals Exploration Administration
From: R. D. Trace, U. S. Geological Survey
Applicant: Joe A. Beasley
Name of property: Lee Carpenter Mine
Location of property: Cleveland County, North Carolina
Date of Field Team Report: July 22, 1954
Authorship of Field Team Report: Teague, Amos, and Shirley.
Field Team's recommendation:

1) No certification of discovery.
2) No additional exploration.

Comments: No deposit of strategic mica discovered.
ACTION RECOMMENDED: Follow Field Team's recommendation.

Bob Trace

R. D. Trace

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

August 2, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region VII

Subject: Final Report, DMEA-2871, Idm-E 602 (mica) Joe A. Beasley-Lee Carpenter Mine.

Enclosed are four copies of the subject report.

We agree with the examiners' conclusions, and recommend that no certificate of discovery should be issued.

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

Wm A Beck
Wm. A. Beck, for V. J. Lynch
U. S. Bureau of Mines

Reviewed by
DMEA OPERATING COMMITTEE
8-9-54
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT

By
FIELD TEAM - REGION VII

On
2871
DMEA- LEE CARPENTER MINE
(mica)
Cleveland County, N. C.

By

Kefton H. Teague and Dewey H. Amos, Geologists
U. S. Geological Survey
and
Lawrence E. Shirley, Mining Engineer
U. S. Bureau of Mines

July 22, 1954

Reviewed by
DMEA OPERATING COMMITTEE
8-9-54
(date)

FINAL REPORT
On
LEE CARPENTER MINE - DMEA-2871
Idm-E 602 (mica)

The Lee Carpenter Mine is one-half mile south of Meads Store, 4 airline miles S. 60° W. of Toluca and 5 airline miles N. 78° W. of Belwood, Cleveland County, North Carolina.

Work completed under the contract consisted of sinking 70 feet of vertical shaft and driving 100 feet of laterals from this shaft. As no deposit of strategic mica was discovered, no certification should be issued nor is additional exploratory work warranted.

Work began October 20, 1953, and was completed July 14, 1954. A 70-foot vertical 5' x 7' shaft was sunk and timbered. From the bottom of this shaft a crosscut was driven a total of 74 feet to the northwast. At a point in this lateral 20 feet from the shaft, a second crosscut was driven in an S. 60° E. direction for 27 feet.

Only occasional pegmatite stringers and pegmatized country rock are exposed in the shaft and the laterals. The well-defined pegmatites exposed in the open cut evidently bottomed above the level from which the lateral work was conducted. The pegmatite stringers are highly irregular in attitude, but are generally discordant to the foliation of the country rock. They range up to 1 foot in thickness and consist of kaolinized feldspar with minor amounts of quartz. The country rock is layered mica-sillimanite schist and gneiss whose attitude is highly variable and which changes rapidly in short distances. Certain layers have been selectively pegmatized, especially near the junction of the two laterals.

No mica was recovered during the work.

Expenditures:

(a)	Total Approved	$7,000.00
(b)	Total cost of project	7,000.00
(c)	Government's share of cost	6,300.00
(d)	Government's share unexpended	None
(e)	Value of production during opr.	None

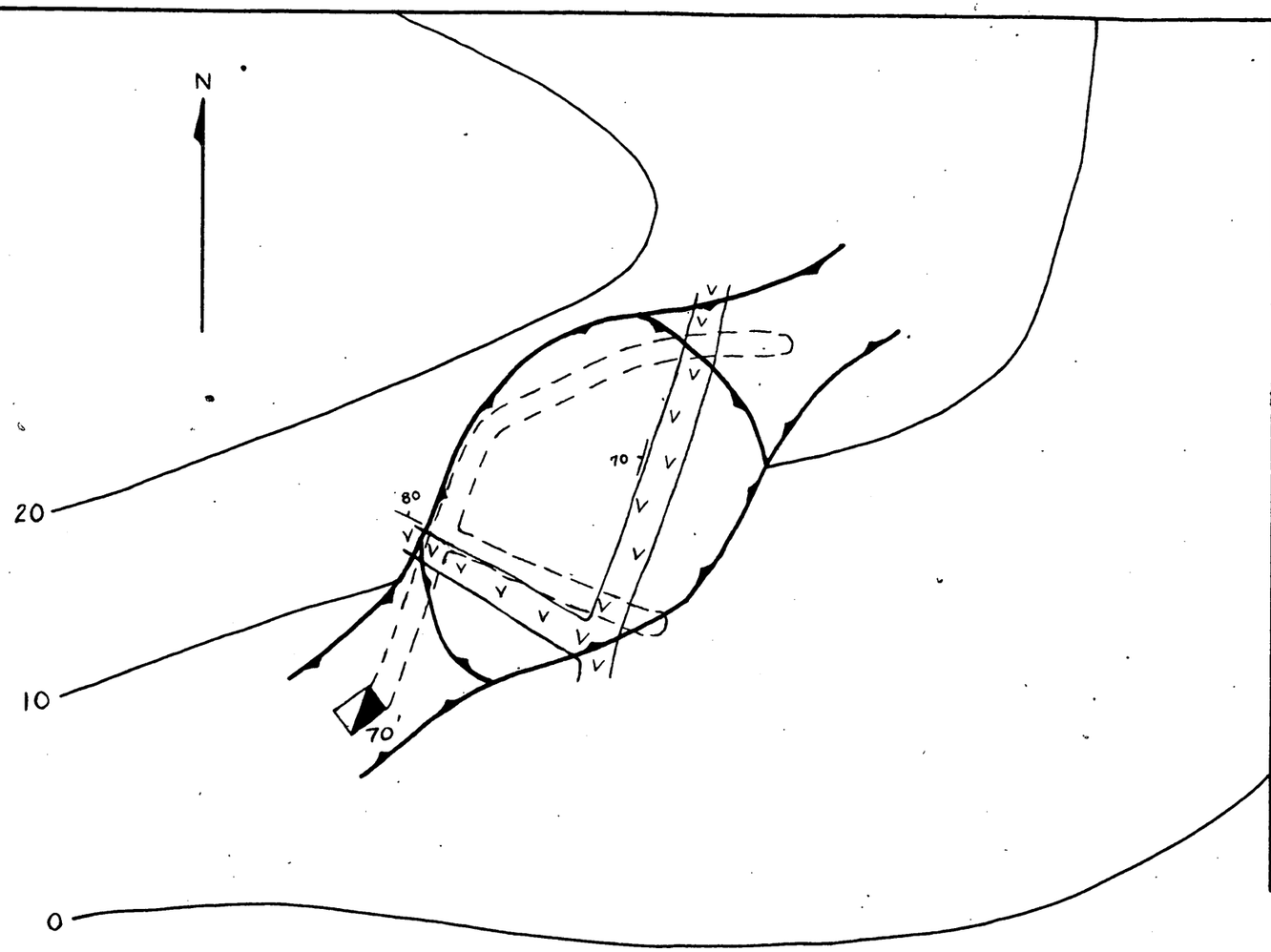
The operation was conducted in a satisfactory and efficient manner. No equipment was purchased under the contract.

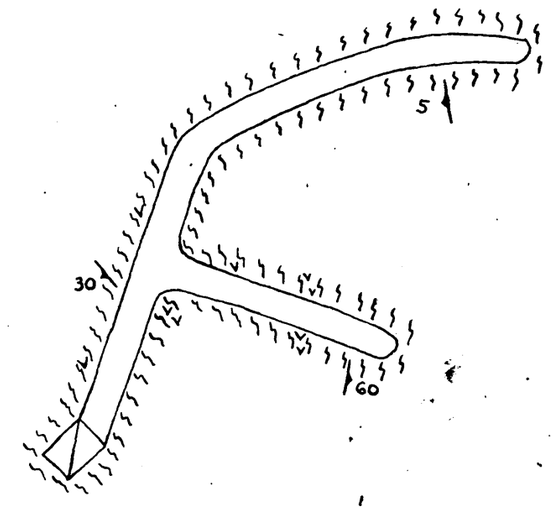
July 22, 1954

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

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

Z





PLAN 70' LEVEL

0 20' 40'

SCALE

SKETCH OF

LEE CARPENTER MINE

CLEVELAND CO., N.C.

DMEA-2871 (mica)

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

July 26, 1954

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: DMEA-2871, Idm-E 602 (mica) Joe E. Beasley, Casar, N. C.
Lee Carpenter Mine, Cleveland County, N. C.

The subject exploration contract has been completed on July 13, and Operator's final voucher received.

The Operator did not submit a final engineering and geologic report, but because his monthly narrative accounts have been very detailed and provide more information than most Operator's put in their final reports, we are accepting them in lieu of a final report. The final voucher is approved for payment.

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

Wm. A. Beck
Wm. A. Beck, for V. J. Lynch
U. S. Bureau of Mines

INTERIM REPORT

DMEA-2871 Idm-E602 (mica) LEE CARPENTER MINE

OPERATOR: Joe A. Beasley, ~~Room 207, Cleveland Hotel, Shelby, N. C.~~ P. O. Box 8, Casar, N.C.

LOCATION: 1/2 mile south of Meads Store, 4 airline miles S 60° W of Toluca and 5 airline miles N 78° W of Belwood, Cleveland County, N. C.

This contract has been completed without making a discovery of strategic mica. Last work consisted of driving a 27-foot crosscutting lateral from a point 20 feet from shaft turnoff in a S 60° E direction. An 8-foot horizontal test hole was drilled in the face; no pegmatite was encountered.

A brief summary of work accomplished follows: A 70-foot cribbed shaft with separated manway was sunk in an old open cut-stringer material, but no well defined pegmatite was encountered. Turnoff was made from the shaft bottom to the northeast and 74 feet of crosscut driven. Fanned test holes were drilled in the face at 74 feet, but none encountered pegmatite. At a point 20 feet from shaft turnoff in this crosscut, a crosscutting lateral was driven for 27 feet in a S 60° E direction following a barren pegmatite stringer. An 8-foot horizontal test hole was drilled in the face, which did not encounter pegmatite.

No additional work is warranted at this mine. The field examiners are of the opinion that the pegmaite bottomed at a point above the level work. Only stringer material was encountered in the level work and no mica was recovered. Progress on the contract was slow, but all work was completed satisfactorily. The operators were cooperative with the examiners and followed closely most of the suggestions made.

L. E. Shirley

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

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

July 14, 1954

INTERIM REPORT

DMEA-2871 Idm-E602 (mica) LEE CARPENTER MINE

OPERATOR: Joe A. Beasley, Room 207, Cleveland Hotel, Shelby, N. C.

LOCATION: 1/2 mile south of Meads Store, 4 airline miles S 60° W of Toluca and 5 airline miles N 78° W of Belwood, Cleveland County, N. C.

Crosscutting continues on this contract and now totals 74 feet. Stringer material continues to be followed. The operator was advised to drill long test holes in the present heading and if no pegmatite is encountered, drop back to a designated point in the crosscut where barren material was cut and drive a lateral to the southeast. Present direction of the crosscut is N 80° E and material encountered is a mixture of country rock and quartz containing considerable garnet and secondary sulphides. Occasionally small mica is present in this material.

The operator was advised to continue scaling and to set timbers where necessary. Progress on this contract is satisfactory.

L. E. Shirley

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

K. H. Teague

K. H. Teague & E. H. Amos, Geologists
U. S. Geological Survey

June 30, 1954

INTERIM REPORT

On

DMEA-2871, Idm-E 602, LEE CARPENTER MINE
(mica)

Operator: Joe A. Beasley, Cleveland Hotel, Shelby, North Carolina

Location: One-half mile south of Meads Store, 4 airline miles S. 60° W. of Toluca and 5 airline miles N. 78° W. of Belwood, Cleveland County, N. C.

Crosscutting continues on this contract and now totals 69 feet. The last 23 feet of crosscut has been driven N. 60° E. No well-defined pegmatite has been encountered.

The Operator was advised to advance 10 feet east from the head of the crosscut and if pegmatite was not cut to begin a lateral to the east, beginning at a point in the crosscut 30 feet from the shaft.

Date of exam: June 15, 1954

D. H. Amos

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

3

INTERIM REPORT

DMEA-2871 Idm-E602 (mica) LEE CARPENTER MINE

OPERATOR: Joe A. Beasley, Room 207, Cleveland Hotel, Shelby, N. C.

LOCATION: 1/2 mile south of Meads Store, 4 airline miles S 60° W of Toluca and 5 airline miles N 78° W of Belwood, Cleveland County, N. C.

Crosscutting continues on this contract and is now at 59 feet. No pegmatite body has been encountered to date, although granitic lenses or pods and stringers have been cut. An abrupt right turn was suggested at this point which should place the crosscut in pegmatite within a few feet.

Recent progress has been satisfactory on this contract. Some timbering in the form of stulls and top lagging has been accomplished in the crosscut. The operator was advised to continue barring down all loose rock after shooting.

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

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

June 1, 1954

INTERIM REPORT

DMEA-2871 Idm-E602 (mica) LEE CARPENTER MINE

OPERATOR: Joe A. Beasley, Room 207, Cleveland Hotel, Shelby, N. C.

LOCATION: 1/2 mile south of Meads Store, 4 airline miles S 60° W of Toluca and 5 airline miles N 78° W of Belwood, Cleveland County, N. C.

Crosscutting continues on this contract and is now at 52.5 feet. Material encountered continues to be hornblende gneiss containing pods and stringers of granitic material. Pod material about 12" in thickness and partially covered was observed in the present face near the floor. No pegmatite has been located to date. A slight change in direction was suggested. All of the crosscut has been conducted to the northeast.

The operator was reminded that timbering is necessary in this crosscut and workers were advised to scale and bar down all loose material after shooting.

L. E. Shirley

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

D. H. Amos

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

19, 1954

INTERIM REPORT

DMEA-2871 Idm-E602 (mica) LEE CARPENTER MINE

OPERATOR: Joe A. Beasley, Room 207, Cleveland Hotel, Shelby, N. C.

LOCATION: 1/2 mile south of Meads Store, 4 airline miles S 60° W of Toluca and 5 airline miles N 78° W of Belwood, Cleveland County, N. C.

Crosscutting continues on this contract and is now at 23 feet. The crosscut is being driven N 10° E and material encountered remains a biotite gneiss containing granitic lenses. Future work will be confined to this general direction until pegmatite is intercepted.

Timbering is necessary for most of the crosscutting footage accomplished. The operator was advised to set stulls and use top and side lagging where required. Progress on this work is satisfactory.

L. E. Shirley

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

K. H. Teague - D. H. Amos

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

April 7, 1954

INTERIM REPORT

DMEA-2871 Idm-E602 (mica) LEE CARPENTER MINE

OPERATOR: Joe A. Beasley, Room 207, Cleveland Hotel, Shelby, N. C.

LOCATION: 1/2 mile south of Meads Store, 4 airline miles S 60° W of Toluca and 5 airline miles N 78° W of Belwood, Cleveland County, N. C.

Drifting is underway on this contract and has advanced three to four feet since the last visit. Turnoff was made from the shaft bottom to the northeast and future work will continue in this general direction until pegmatite is reached. Material encountered is principally semi-weathered biotite gneiss containing lenses of granitic material. Suggestions were made concerning the necessity for timber at the turnoff point.

L. E. Shirley

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

K. H. Teague

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

March 24, 1954

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

March 23, 1954

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Amendment No. 1 - time extension - Docket No. DMEA-2871 - Mica
Joe A. Beasley
Lee Carpenter Mine
Cleveland County, North Carolina
Contract No. Idm-E602

Amendment No. 1 amends Article 3 to read 11 months or August 21, 1954, as the completion date for the contract. The Nonmetallic Minerals Division concurs in the amendment as written and executed in the field.

File Copy
Surname:
Hauch

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

600

March 23, 1954

Memorandum

N.S. in Q.Q.

To: Administrator

From: Nonmetallic Minerals Division

Subject: Amendment No. 1 - time extension - Docket No. DMEA-2871 - Mica
Joe A. Beasley
Lee Carpenter Mine
Cleveland County, North Carolina
Contract No. Idm-E602

Amendment No. 1 amends Article 3 to read 11 months or August 21, 1954, as the completion date for the contract. The Nonmetallic Minerals Division concurs in the amendment as written and executed in the field.

LGHouk:gad 3/23/54

Copy to: Admr. R. File
Docket File
Mr. Houk

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

Defense Minerals Administration
RECEIVED
MAR 19 1954

March 18, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region VII

Subject: Amendment No. 1. DMEA-2871, Idm-E 602. Joe A. Beasley

Transmitted herewith are three signed copies of the subject amendment.

This amendment was necessary due to difficulty in obtaining competent labor during the bad winter weather.

The usual distribution of the other copies has been made.

Robert A. Laurence
Robert A. Laurence

RECEIVED
APR 6 1954
GENERAL COUNSEL
DEFENSE MINERALS
ADMINISTRATION

INTERIM REPORT

DMEA-2871 Idm-E602 (mica) LEE CARPENTER MINE

OPERATOR: Joe A. Beasley, Room 207, Cleveland Hotel, Shelby, N. C.

LOCATION: 1/2 mile south of Meads Store, 4 airline miles S 60° W of Toluca and 5 airline miles N 78° W of Belwood, Cleveland County, N. C.

Shaft sinking has been completed on this contract but no additional work has been done because of water in the mine. It was reported that the operator was away trying to procure a pump at the time of this visit. A power line was completed to the site some time ago. The bottom was not examined.

Mr. W. A. Beck, member of the DMEA Field Team, accompanied the examiners on this visit to the mine.

L. E. Shirley

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

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

February 24, 1954

INTERIM REPORT

DMEA-2871 Idm-E602 (mica) LEE CARPENTER MINE

OPERATOR: Joe A. Beasley, Room 207, Cleveland Hotel, Shelby, N. C.

LOCATION: 1/2 mile south of Meads Store, 4 airline miles S 60° W of Toluca and 5 airline miles N 78° W of Belwood, Cleveland County, North Carolina.

Shaft sinking has been completed to a total depth of 72 feet and turnoff will be made from this level to the northeast in the near future. Material examined in the bottom is both pegmatite and country rock. The operator was advised to continue his timbering to a point where it will not interfere with drifting operations. Discussion was held as to the feasibility of a track and car for handling muck in the drift. Progress on this contract is satisfactory.

L. E. Shirley

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

K. H. Teague Dewey Amos

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

February 10, 1954

INTERIM REPORT

DMEA-2871 Idm-E602 (mica) LEE CARPENTER MINE

OPERATOR: Joe A. Beasley, Room 207, Cleveland Hotel, Shelby, N. C.

LOCATION: 1/2 mile south of Meads Store, 4 airline miles S 60° W of Toluca and 5 airline miles N 78° W of Belwood, Cleveland County, N. C.

Shaft sinking continues on this contract and is now at 65 feet. The bottom contained some muck and is possibly 67 feet at its deepest place. Some pegmatite material is evident in the bottom, much of which is fine grained. On the southeast side of the shaft coarser pegmatite containing scattered blocks of mica was observed. The operator was given permission to start drifting from the 65 foot level with turnoff to the northeast. The mine is making very little water at present and the additional 5 feet of shaft, which will be used for sump, can be sunk after the drift has been advanced.

Some timbers near the bottom have been damaged recently by heavy shooting. Steps to repair are underway. With this exception, the shaft is in excellent condition.

L. E. Shirley

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

K. H. Teague

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

January 27, 1954

INTERIM REPORT

DMEA-2871 Idm-E602 (mica) LEE CARPENTER MINE

OPERATOR: Joe A. Beasley, Room 207, Cleveland Hotel, Shelby, N. C.

LOCATION: 1/2 mile south of Meads Store, 4 airline miles S 60° W of Toluca and 5 airline miles N 78° W of Belwood, Cleveland County, N. C.

Shaft sinking continues on this contract and is now at 62 ft. The shaft has been cribbed solid to near bottom and is in excellent shape. The mine is making very little water, but it was suggested that a pump be made available in case of emergency. A power line has been run to the mine recently and should be an asset to future operations. Material encountered in last few feet of sinking has consisted of massive quartz, some "burr" rock and mica schist. Numerous small lenses of pegmatite have been cut from time to time. Only 8 feet of shafting remains to be sunk.

L. E. Shirley

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

K. H. Teague

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

January 13, 1954

INTERIM REPORT

DMEA-2871 Idm-E602 (mica) LEE CARPENTER MINE

OPERATOR: Joe A. Beasley, Room 207, Cleveland Hotel, Shelby, N. C.

LOCATION: 1/2 mile south of Meads Store, 4 airline miles S 60° W of Toluca and 5 airline miles N 78° W of Belwood, Cleveland County, North Carolina.

Shaft sinking continues on this contract and is now at 36 feet. Material encountered is sillimanitic schist, massive quartz and occasional stringers of a granitic mixture, which is becoming harder with depth and now requires drilling and shooting. The shaft has been cribbed with 2" x 6" sawed oak and is in excellent condition. A separated manway containing landings and ladders at 12 foot intervals has been installed to near bottom. Progress on this contract is satisfactory.

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

L. E. Shirley

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

K. H. Teague

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

December 2, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 30 1953

INTERIM REPORT

DMEA-2871 Idm-E602 (mica) LEE CARPENTER MINE

OPERATOR: Joe A. Beasley, Room 207, Cleveland Hotel, Shelby, N. C.

LOCATION: 1/2 mile south of Meads Store, 4 airline miles S 60° W of Toluca and 5 airline miles N 78° W of Belwood, Cleveland County, N. C.

Shaft sinking continues on this contract and is now at 28.5 feet. Material encountered is sillimanitic schist which is becoming harder with depth and requires light shooting. The shaft has been cribbed for a distance of 10 feet from the surface. A tool and storage magazine has been constructed recently. The operator was advised to procure a new hoisting cable to replace the frayed one now in use. It was also suggested that all workers be provided with safety hats. Progress on this contract is satisfactory.

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

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

November 18, 1953

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 6 1953

November 4, 1953

Memorandum

To: Operating Committee, D M E A- Washington

From: Field Team, DMEA - Region 7

Subject: Docket No. DMEA-2871 (mica) Joe A. Beasley, Lee Carpenter Mine Contract No. Idm-E 602. Cleveland County, N. C.

Transmitted herewith are seven copies of the letter to Mr. Beasley which you sent to this office for our approval and concurrence. The Field Team approves and concurs in your letter to the Operator which has been dated this date and sent to Mr. Beasley. We have retained our copies for the files.

Wm. A. Beck, Acting Executive Officer
D M E A Region 7

Benjamin Gildersleeve
U. S. Geological Survey

FILE COPY
SURNAME:

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

330

N.S. in R.R.

NOV 4 1953

Robertson
Houk
agt one
Phelan
Schwedge
H. Johnson

Mr. Joe A. Beasley
Room 207
Cleveland Hotel
Shelby, North Carolina

Re: Docket No. DMEA-2871 - Mica
Joe A. Beasley
Lee Carpenter Mine
Cleveland County, North Carolina
Contract No. Idm-2602

Dear Mr. Beasley:

This office has received a copy of an agreement dated October 6, 1953, between you and John R. Lutz. From this agreement and from correspondence in the file, the Government believes that it is your desire to form a partnership with Mr. Lutz, to assign all of your interest both in the exploration project contract and in the land to this partnership, and to carry on the exploration and any subsequent mining operations thereafter, as a partnership. The Government would have no objection to such transaction, but considers the agreement of October 6 as too uncertain for what we assume to be your purpose.

Under these circumstances, the Government does not approve of whatever transaction is intended by the agreement of October 6, 1953. On the other hand, if the assumption of what is intended is correct, and if you wish to carry it out by suitable documents, and if you provide the Government with copies thereof, the Government, without releasing you, will give its written approval of the transaction. In the meantime, the Government will continue to deal with you as the party to the exploration project contract, and will make its contribution to the costs of the work, as provided in the exploration contract, to you rather than to you and Mr. Lutz.

Sincerely yours,

C. O. Mittendorf (for)

Administrator

JTRobertson:gad 10/29/53
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Mr. Hofflund
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

mDL

RECEIVED
NOV 18 1953

INTERIM REPORT

DMEA-2871 Idm-E602 (mica) LEE CARPENTER MINE

OPERATOR: Joe A. Beasley, Room 207, Cleveland Hotel, Shelby, N. C.

LOCATION: 1/2 mile south of Meads Store, 4 airline miles S 60° W of Toluca and 5 airline miles N 78° W of Belwood, Cleveland County, North Carolina.

Shaft sinking is in progress on this contract and is now at 12 feet. The shaft has been collared at the surface, but no cribbing has been accomplished to date. Material encountered has been principally sillimanitic schist.

The operator was advised to crib, as soon as possible, the top section of the shaft in order to prevent raveling and the consequent falling of loose material in the shaft. General timber requirements and a safety discussion was held with the operator.

L. E. Shirley

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

November 4, 1953

FILE COPY
SURNAME:

Houk
Robertson
DGKane
Griffin
Selfridge
Hedges
Thayer

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

600

NOV 2 1953

~~OCT 30 1953~~

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

Subject: Docket No. DMEA-2871 - Mica
Joe A. Beasley
Lee Carpenter Mine
Cleveland County, North Carolina
Contract No. Idm-E602

Dear Mr. Laurence:

Reference is made to your memorandum of October 19, 1953, transmitting the agreement between Joe A. Beasley and John R. Lutz.

The enclosed letter to Mr. Beasley, prepared by our Legal Staff, is sent to you for your approval and concurrence before forwarding to Mr. Beasley.

Sincerely yours,

George C. Selfridge (GCS)
Chairman, Operating Committee

Approved:

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

T. P. Thayer (TPT)
Member, Geological Survey

Enclosure

LGHouk:gad 10/29/53

Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C.S. 11-2-53

140

FILE COPY
SURNAME:

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

N.S. in R.R.

October 27, 1953

Memorandum

To: The Administrator
Through: Mr. L. G. Houk

From: Chief Counsel

Subject: Joe A. Beasley, Docket No. DMEA-2871 (Mica)
Contract Idm-2602

Mr. J. T. Robertson of the Nonmetallic Minerals Division has submitted to me by memorandum dated October 22 a memorandum dated October 19 from the Executive Officer, Region VII, to which is attached a copy of an agreement dated October 6, 1953, between the Operator and one John R. Lutz.

By construction of this agreement as a whole, although its purpose is obscure, I think that Beasley and Lutz intend to form a partnership or joint venture to carry on the exploration contract and any production operations thereafter, and that Beasley intends to transfer to this partnership all of his right, title, and interest both in the land and in the exploration contract. If this construction is correct, I suppose that the Government would have no objection to the transaction; but the contract is so obscure and uncertain as it stands that I deem it preferable not to give a written approval to it. Under these circumstances, I suggest that you direct a letter over your signature to Joe A. Beasley, the Operator, through the Executive Officer, Region VII, for his advance approval, as follows:

"Dear Mr. Beasley:

"This office has received a copy of an agreement dated October 6 between you and John R. Lutz. From this agreement and from correspondence in the file, the Government believes that it is your desire to form a partnership with Mr. Lutz, to assign all of your interest both in the exploration project contract and in the land to this partnership, and to carry on the exploration and any subsequent mining operations

thereafter, as a partnership. The Government would have no objection to such transaction, but considers the agreement of October 6 as too uncertain for what we assume to be your purpose.

"Under these circumstances, the Government does not approve of whatever transaction is intended by the agreement of October 6, 1953. On the other hand, if the assumption of what is intended is correct, and if you wish to carry it out by suitable documents, and if you provide the Government with copies thereof, the Government, without releasing you, will give its written approval of the transaction. In the meantime, the Government will continue to deal with you as the party to the exploration project contract, and will make its contribution to the costs of the work, as provided in the exploration contract, to you rather than to you and Mr. Lutz."

J. L. Hofflund

J. L. Hofflund
Chief Counsel

JLHofflund:ep

Copy to: Mails & Files
~~Regional~~ Office ~~VII (2)~~
Mr. Houk
Mr. Hofflund
Chron.

mmDa

INTERIM REPORT

DMEA-2871 Idm-E602 (mica) LEE CARPENTER MINE

OPERATOR: Joe A. Beasley, Room 207, Cleveland Hotel, Shelby, N. C.

LOCATION: 1/2 mile south of Meads Store, 4 airline miles S 60° W of Toluca and 5 airline miles N 78° W of Belwood, Cleveland County, N. C.

Starting date on this contract is October 20, 1953. Shaft location has been spotted and sinking has begun with little progress to date. Equipment was being brought to the site on the date of this visit. Considerable time was spent with the operator and his partner describing in detail timbering requirements and safety factors in shaft sinking.

L. E. Shirley

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

K. H. Teague

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

October 20, 1953

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
EXECUTIVE OFFICER
WASHINGTON 25, D.C.
DMEA REGION VII
Knoxville, Tenn.

October 19, 1953

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region 7 - Knoxville, Tenn.

Subject: DMEA-2871, Idm-~~E682~~ E-67 (mica) Lee Carpenter Mine. Sale of half interest by Joe A. Beasley.

Enclosed is a copy of agreement between Joe A. Beasley and John R. Lutz, transferring a one-half interest in the Lee Carpenter Mine from Beasley to Lutz.

If any kind of approval for this transaction is needed, will you please ask the Legal Division to prepare it and sent it to me for transmittal to the Operator. The most nearly similar case we have had to date was DMEA-2579, Idm-E 459, for which "Assignment of Contract, Assignee's Acceptance, and Government's Consent" were signed respectively by Bauer Mining Company on April 27, 1953, Mica Industries Inc., on April 27, the Acting Administrator on April 6, but in that case, transfer of the entire interest was involved.

I have repeatedly advised Mr. Beasley that, even though he has sold a half-interest, he remains responsible to the Government for fulfillment of the contract.

Robert A. Laurence

Robert A. Laurence

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

October 19, 1953

Mr. Joe A. Beasley
ClevelandHotel
Shelby, N. C.

Re: DMEA-2871, Idm-E682 (micaP
Lee Carpenter Mine

Dear Mr. Beasley:

Your letter of October 17, and two copies of the sale agreement between you and John R. Lutz, have been received. One copy of the agreement is being sent to Washington for approval by the Legal Division.

As I have states in earlier correspondence, your responsibility as the Operator under this contract continues, regardless of your agreement with Mr. Lutz.

Very truly yours,

Robert A. Laurence
Executive Officer, DMEA, Reg. 7

RAL/zm

cc:
Beck
Lynch
Opr. Com.
Files

NORTH CAROLINA
CLEVELAND COUNTY

AGREEMENT

THIS AGREEMENT made and entered into this the 6th day of October, 1953 by and between Joe A. Beasley, party of the first part, and John R. Lutz, party of the second part, all of the County of Cleveland, State of North Carolina:

WITNESSETH:

That whereas the said Joe A. Beasley has been entered into an exploration project contract with the U. S. Government for the operation of the Lee Carpenter mine consisting of five acres of land on the Horace Hull property in # 10 Township, Cleveland County, North Carolina. That said contract with the government is dated September 21, 1953 and is Docket No. 2871.

That for and in the consideration of the sum of One Dollar and other good and valuable considerations, the said parties of the first and second part agree as follows:

1. That the said Joe A. Beasley and John R. Lutz agree that they will become associated in a joint interprise for the purpose of exploring the aforesaid mine; and that if the exploration is successful, that the said parties will operate said mine.

2. That the said John R. Lutz hereby agrees to assume jointly with the said Joe A. Beasley all obligations to the Federal Government pursuant to the contract of Joe A. Beasley. That the said John R. Lutz agrees to be responsible with the said Joe A. Beasley for the duration of said contract and any moneys paid to the said government by the said Joe A. Beasley then he is to look to John R. Lutz for reimbursement of one-half of all such disbursements.

3. That the said parties hereto will devote their full time to the operation of the aforesaid mentioned mine. That they will jointly purchase all machinery and equipment necessary for the operation of said mine. That they will be equally responsible and liable for all debts and obligations incurred in the operation of said mine.

4. That said parties hereto are to share equally in any profits [redacted] realized from the operation of said mine.

L. T. HAMRICK
ATTORNEY AT LAW
3-4 MULL BUILDING
SHELBY, N. C.

5. It is agreed by both parties hereto that after the obligation of Joe A. Beasley has ended, to the government pursuant to his contract, that if either party decides to sell his interest in said mine that the other party may have first choice in purchasing the interest; and that if the remaining party does not chose to purchase, then he is given the right to approve the purchaser of the other party's interest. That in either of the above situations, the party desiring to sell shall give the other party sixty (60) days notice.

6. This agreement is binding upon the said parties hereto, their heirs, assigns, administrators, and executors.

IN TESTIMONY WHEREOF the said parties of the first and second part have hereunto set their hands and affixed their seals the day and year first above written.

Joe A. Beasley (SEAL)
Party of the First Part

John R. Lutz (SEAL)
Party of the Second Part

STATE OF NORTH CAROLINA
County of Cleveland

I, _____, a Notary Public for said County and State do hereby certify that Joe A. Beasley and John R. Lutz personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Let the instrument and the certificate be registered.

WITNESS my hand and notarial seal, this 17 day of October, 1953.

Calvin W. Williams
Notary Public

My Commission Expires: Jan-19-1955

STATE OF NORTH CAROLINA
County of Cleveland

The foregoing certificate of _____ _____ is adjudged to be correct. Let the instrument and the certificate be registered. This ____ day of October, 1953.

_____
Clerk of Superior Court, Cleveland County,

L. T. HAMRICK
AW
NG

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

October 27, 1953

Memorandum

To: The Administrator
Through: Mr. L. G. Houk

From: Chief Counsel

Subject: Joe A. Beasley, Docket No. DMEA-2871 (Mica)
Contract Idm-E602

Mr. J. T. Robertson of the Nonmetallic Minerals Division has submitted to me by memorandum dated October 22 a memorandum dated October 19 from the Executive Officer, Region VII, to which is attached a copy of an agreement dated October 6, 1953, between the Operator and one John R. Lutz.

By construction of this agreement as a whole, although its purpose is obscure, I think that Beasley and Lutz intend to form a partnership or joint venture to carry on the exploration contract and any production operations thereafter, and that Beasley intends to transfer to this partnership all of his right, title, and interest both in the land and in the exploration contract. If this construction is correct, I suppose that the Government would have no objection to the transaction; but the contract is so obscure and uncertain as it stands that I deem it preferable not to give a written approval to it. Under these circumstances, I suggest that you direct a letter over your signature to Joe A. Beasley, the Operator, through the Executive Officer, Region VII, for his advance approval, as follows:

"Dear Mr. Beasley:

"This office has received a copy of an agreement dated October 6 between you and John R. Lutz. From this agreement and from correspondence in the file, the Government believes that it is your desire to form a partnership with Mr. Lutz, to assign all of your interest both in the exploration project contract and in the land to this partnership, and to carry on the exploration and any subsequent mining operations

thereafter, as a partnership. The Government would have no objection to such transaction, but considers the agreement of October 6 as too uncertain for what we assume to be your purpose.

"Under these circumstances, the Government does not approve of whatever transaction is intended by the agreement of October 6, 1953. On the other hand, if the assumption of what is intended is correct, and if you wish to carry it out by suitable documents, and if you provide the Government with copies thereof, the Government, without releasing you, will give its written approval of the transaction. In the meantime, the Government will continue to deal with you as the party to the exploration project contract, and will make its contribution to the costs of the work, as provided in the exploration contract, to you rather than to you and Mr. Lütz."

J. L. Hofflund

J. L. Hofflund
Chief Counsel

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

October 29, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Docket No. DMEA-2871 - Mica
Joe A. Beasley
Lee Carpenter Mine
Cleveland County, North Carolina
Contract No. Idm-E602

Re: Joe A. Beasley's agreement with John R. Lutz, October 6, 1953

Transmitted herewith is a memorandum from the Chief Counsel to the Administrator on the above subject.

The letter draft by Chief Counsel in his memorandum has been prepared for your signature and is also transmitted herewith.

The Nonmetallic Minerals Division is in accord with the letter as prepared.

Jasper T. Robertson
Nonmetallic Minerals Division

Attachment

FILE COPY
SURNAME:

Robertson

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

600

October 22, 1953

Memorandum

To: Chief Counsel

From: Nonmetallic Minerals Division

Subject: Docket No. DMEA-2871 - Mica
Joe A. Beasley
Lee Carpenter Mine
Cleveland County, North Carolina
Contract No. Idm-E602

Re: A transfer of interest. An agreement dated October 6, 1953, between Joe A. Beasley and John R. Lutz, whereby the latter becomes associated with the former in the subject project.

A memorandum, October 19, 1953, from Mr. Robert A. Laurence, Executive Officer, Region VII, together with a copy of the above-mentioned agreement is transmitted herewith for your attention and consideration.

Mr. Laurence asks what is required to be done in this situation. We would appreciate your advise and recommendation on this transfer of interest to John R. Lutz.

J. T. Robertson
Nonmetallic Minerals Division

Attachment (Docket with memo
from Mr. Laurence to the Operating
Committee. Agreement dated Oct. 6, 1953
between Beasley and Lutz.

JTRobertson:gad 10/22/53
Copy to: Admr. R. File
Docket File
Mr. Houk

FILE COPY
SURNAME:

Robertson
Houk
Gaddis

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

October 29, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Docket No. DMEA-2871 - Mica
Joe A. Beasley
Lee Carpenter Mine
Cleveland County, North Carolina
Contract No. Idm-E602

Re: Joe A. Beasley's agreement with John R. Lutz, October 6, 1953

Transmitted herewith is a memorandum from the Chief Counsel to the Administrator on the above subject.

The letter draft by Chief Counsel in his memorandum has been prepared for your signature and is also transmitted herewith.

The Nonmetallic Minerals Division is in accord with the letter as prepared.

Jasper T. Robertson
Nonmetallic Minerals Division

Attachment

JTRobertson:gad 10/29/53
Copy to: Admr. R. File
Docket File
Mr. Houk

R.C.G. 11-2-53

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

October 12, 1953

Mr. Joe A. Beasley
Cleveland Hotel
Shelby, North Carolina

Re: DMA-2871, Idm-E 602 (mica)
Lee Carpenter Mine

Dear Mr. Beasley:

When I received your letter of October 1, Mr. Teague and Mr. Shirley were already enroute to Cleveland County. They visited the Lee Carpenter Mine on October 6, but with a crowded schedule, they did not have time to go into Shelby to look you up. I have written Mr. Shriley and asked him to consider your problems about timbering the shaft.

Regarding the transfer of a half interest to John R. Lutz, this does not need to delay start of operations under the contract. As I wrote in my letter of October 5, the Government will continue to consider you responsible for the contract even though Mr. Lutz may agree with you to assume one-half of your share of the expenses. Work can begin whenever you are ready. Please send me, as soon as possible, some official notice of the sale of this interest to Mr. Lutz.

Very truly yours,

Robert A. Lawrence
Executive Officer, DMA
Region 7

RAL/zm
cc: Beck
Lynch
Opr. Com
Files

EXECUTIVE OFFICER
DMEA REGION VII
Knoxville, Tenn.

L. E. Shirley, Mining Engineer

Oct. 12, 1953

Executive Officer, DMEA - Region 7

DMEA-2871, Idm-E 602 (mica) Lee Carpenter Mine

Joe Beasley wrote on October 1, "Considerable work has been done on the open cut mine since Mr. Teague inspected it. What we uncovered causes me to feel that he should see it before I start work on the shaft. As the timbering in the various shafts that I have examined vary considerably, please send the specifications showing sizes of lumber required, lengths and designs of ladders, etc."

Teague tells me that you and he visited the mine on October 6, but Mr. Beasley was not there. Probably another trip is not necessary unless you wish to talk these things over with Mr. Beasley on the ground, but will you please get in touch with him, either by phone or mail if you do not go to Shelby, and give him whatever information he needs.

Robert A. Laurence

RAL/zm
cc:
Beck
Lynch
Opr. Com;
Files

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
EXECUTIVE OFFICER
DMEA REGION VII
Knoxville, Tenn.

October 12, 1953

Memorandum

To: Chairman, Operating Committee

From: Executive Officer, DMEA - Region 7

Subject: Signed Contracts. (mica)

Transmitted herewith are three copies each of the following signed contracts:

DMEA-2871, Idm-E602-Joe A. Beasley

DMEA-3087, Idm-E610, E.L. Poston & Jim Bradley

DMEA-3131, Idm-E608, Everett L. Poston

DMEA-3132, Idm-E618, Dixie Mines, Inc.

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

Robert A. Laurence
Robert A. Laurence
Executive Officer, DMEA
Region 7

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

October 5, 1953

Mr. Joe A. Beasley
Cleveland Hotel
Shelby, North Carolina

Re: DMEA-2871, Idm-E 602 (mica)
Lee Carpenter Mine

Dear Mr. Beasley:

Replying to your letter of October 1:

There is no form on which to report your transfer of an undivided half interest in the Lee Carpenter mine to Mr. John R. Lutz of Polkville, N. C. Please send this office 2 copies of the sale agreement or other document by which the transfer is to be made. This will be forwarded to Washington for reveiw and approval of the Legal Division, and preparation of any documents for your signature which the situation may require.

However, sale of half interest in the Lee Carpenter Mine will not release you from full responsibility for all obligations to the Government under the exploration project contract.

Very truly yours,

Robert A. Laurence
Executive Officer, DMEA
Region 7

RAL/xm
cc:
Beck
Lynch
Opr. Com
Files

FILE COPY
SURNAME:

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

600

SEP 22 1953

Mr. Joe A. Beasley
Room 207
Cleveland Hotel
Shelby, North Carolina

Re: Docket No. DMEA-2571 - Mica
Willie Newton, Bill Blanton and
Joe A. Beasley
Lee Carpenter Mine
Cleveland County, North Carolina

Dear Mr. Beasley:

Reference is made to your letter of September 12, 1953, stating that on September 2, 1953, you sent by registered mail a new lease. A copy of the lease has been received and your contract has been approved by the Operating Committee and has been forwarded to Mr. Robert A. Laurence, Executive Officer, DMEA Field Team, Region VII, Room 13, Post Office Building, Knoxville 2, Tennessee, for execution. You will, no doubt, hear from him shortly.

Sincerely yours,

/S/

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

LGHouk:gad 9/22/53
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C.G.
9-22-53

Room 207
Cleveland Hotel
Shelby, N.C.
Sept. 12th 1953

U. S. Dept. of the Interior.
Def. Min. Expl. Adm.
Att. Mr. C. O. Mittendorf.
Washington 25, D.C. 600

Yes for tomorrow
9-18-53

Re: Docket No. DME.A.2871 mica.
Lee Carpenter mine.
Cleveland Co. N.C.

Dear Mr. Mittendorf:

On Sept. 2nd 1953 I mailed you a new signed lease and other papers on Docket No. D.M.E.A. 2871 as Registered article No. 586.

The returned receipt shows that the data was signed for on Sept. 3rd 1953 at the Secretarys Mail Center by "Moffitt."

Your letter of July 16-1953 stated that unless the above data reached you by Sept. 15th 1953 that you would consider the docket closed.

If the above mentioned papers can not be located, I will send duplicates which are recorded, however those mailed on Sept. 2nd 1953 are the originals.

Thanking you to let me know, I remain

Sincerely yours,

Joe A. Beasley.

AB

FILE COPY
SURNAME:

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

600

SEP 21 1953

Robertson
Hoth
Clapp
Selfridge
F. Johnson

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

Subject: Docket No. DMEA-2871 - Mica
Joe A. Beasley
Lee Carpenter Mine
Cleveland County, North Carolina

Dear Mr. Laurence:

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

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

After execution of the contract, the copies are to be distributed in the usual manner.

Copies of memoranda from the Bureau of Mines and the Geological Survey are enclosed.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GCS)

Approved:

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

A. R. Kinkel, Jr. (ARK)
Member, Geological Survey

JTRobertson:gad 9/14/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

Enclosures 10

R.C.L. 9-21-53

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

September 11, 1953

Memorandum

To: The Administrator
Through: Mr. L. G. Houk

From: Chief Counsel

Subject: Joe A. Beasley, Docket No. DMEA-2871 (Mica)

Attached in satisfactory legal form for execution is a contract covering the above-described project, subject to the attachment of Map. No. 2 referred to in Annex I.

J. L. Hofflund
Chief Counsel

Attachments

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

September 11, 1953

Memorandum

To: The Administrator
Through: Mr. L. G. Houk

From: Chief Counsel

Subject: Joe A. Beasley, Docket No. DMEA-2871 (Mica)

Attached in satisfactory legal form for execution is a contract covering the above-described project, subject to the attachment of Map. No. 2 referred to in Annex I.

/s/ A E Kane
for J. L. Hofflund
Chief Counsel

Attachments

FILE COPY
SURNAME:

140

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

NS in RR

September 11, 1953

Memorandum

To: The Administrator
Through: Mr. L. G. Houk

From: Chief Counsel

Subject: Joe A. Beasley, Docket No. DMEA-2871 (Mica)

Attached in satisfactory legal form for execution is a contract covering the above-described project, subject to the attachment of Map. No. 2 referred to in Annex I.

/s/ AEKane
for J. L. Hofflund
Chief Counsel

Attachments

AEKane:ep

Copy to: Mails & Files
Mr. Houk
Mr. Hofflund
Mr. Kane
Chron.

9-11-53

DMEA-2871

Sept. 3, 1953 received new MF-103 in the name of Joe A. Beasley to replace the old one in the name of Newton, Blanton & Beasley.

Rec'd Joe A. Beasley lease agreement, dated 8/29/53.

A sketch of 5 A. tract.

6 copies of Owner's Consent.
6 " mortgage subordination.
1 copy of old lease (12/2/52) canelation.

This docket will henceforth be identified by the name Joe A. Beasley instead of Newton, Blanton & Beasley.

J. T. Robertson
9/8/53

NEW APPLICATION - NEW LEASE - NEW OWNER'S CONSENT

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 3 - 1953

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. .....
Metal or Mineral .....
Date Received .....
Estimated Cost .....
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: Joe A. Beasley
Room 207 Cleveland Hotel. Shelby, 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.
5 acre tract shown in sketch made by A. T. Hoyle, surveyor is under lease. Sketch with legal discription is inclosed.

(*b*) State any mine name by which the property is known. Lee Carpenter 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.

16—66551-1

Joe A. Beasley.
Room 207 Cleveland Hotel.
Shelby, N. C.

5. *The exploration project.*—State the mineral or minerals for which you wish to explore sheet mica to conform with Government requirements for stockpiling.

(*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 ..... months from the date of an exploration project contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Money ☑ Use of equipment owned by you ☑ Other

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated Feb. 1, 1953

Joe A. Beasley
(Applicant)

By .....

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

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 3 - 1953

Room 207
Cleveland Hotel
Shelby, N.C.
August 31, 1953

U.S. Dept. of the Interior.
Def. Min. Exp. Adm.
Nonmetallic Minerals Division
Washington 25, D.C.

Re: Docket No. D.M.E.A. 2871 Mica.
Joe A. Beasley (Lee Carpenter Mine)
Cleveland County, North Carolina

Dear Sirs:

In reply to letters of March 30th signed by Mr. Lawrence G. Houk, and of July 16, 1953 by Mr. C.O. Mithendorf, I wish to state that I am sorry to have waited so long to reply to these letters. I was held up by the lessor, H.G. Hull, about correcting the lease of December 2, 1952. He finally decided to have the old lease cancelled and to make me a new one with the correct legal description and adjoining property owners.

I am sending you the following papers:

New lease between H. G. Hull and wife, Affie Hull and Joe A. Beasley.

A sketch of the Five(5) acre tract made by the Surveyor. Also you will find a sketch of the 100 acre tract and the appearance of the Five acre tract as it is situated on the larger tract.

Six copies of Owner's consent to lien.
Six copies of Mortgagor's subordination agreement.
A copy of the agreement cancelling the old lease of December 2, 1952, which agreement is recorded.

You will note by the enclosed cancellation agreement that my former partners, Willie Newton and Bill Blanton have withdrawn from the original set up. They have employment elsewhere and do not desire to remain with me any longer.

I am also sending four copies of form M.F.103 signed by me in case you wish to use them instead of the original four I sent to you with my original application.

Hoping that you will find the enclosed data satisfactory, and thanking you for your indulgence, I am

Very truly yours,
Joe A. Beasley
Joe A. Beasley

MINING LEASE

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

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

This indenture made this 29th day of August 19 53, between H.G. Hull and wife, Affie Hull of Cleveland County and State of North Carolina, as parties of the first part, and known as lessors, and Joe A. Beasley, of Cleveland County and State of North Carolina, of the second part and known as lessees:

WITNESSETH, That the parties of the first part, in consideration of the agreements hereinafter contained, on the part of the party of the second part to be performed, hereby bargains, leases and grants to the party of the second part, and his heirs and assigns, for the period of Ten (10) Years from the date of this agreement, the following described real property, for mining purposes, in the County of Cleveland State of North Carolina, to wit:

Lying and being in No. 10 Township, and described by metes and bounds as follows:

BEING bounded on the North by Rose Meade, on the East by Rose Meade and Emerson Cook; and on the South and West by the lands of H.G. Hull. BEGINNING at a stake, the old corner, and Meade's corner and runs N. 65 W. 360 feet to a stake in the old line; thence a new line S. 20½ W. 605 feet to a stake in H.G. Hull line; thence with his property and another new line S. 65 E. 360 feet to a stake in the old line, and Emerson Cook property; thence with Cook line and Meade property, and old line, N. 20½ E. 605 feet to the place of BEGINNING, Containing Five (5) acres, more or less, according to a plat by A.F. Hoyle, Surveyor.

Being the Northeastern portion of a 100 acre tract of land conveyed to H.G. Hull and wife by R.L. Carpenter and wife, R.C. Carpenter on Nov. 6, 1945 and recorded in Book 5-P Page 636 of the Cleveland County Registry.

TO HAVE AND TO HOLD the said lands to them, for mining purposes, the said Party of the Second part, and his heirs and assigns for the aforesaid period of Ten (10) years upon a full compliance with the conditions of this instrument, for the purpose and with the right to dig, quarry, search for and obtain any kind of minerals, metals or fossils, and particularly Mica and to conduct the same to any extent the said party of the second part may desire. And it is hereby agreed between the parties to this agreement that the party of the second part are to have the use of the unoccupied buildings on said lands for mining purposes, or have a right to erect such, if necessary, during the continuance of this lease, and keep the same in as good condition as when received, unavoidable accidents excepted. And it is also agreed by party of the second part that no unnecessary damage is to be done to the lands herein leased during the continuance of said lease, but the said party of the second part shall have right to take from said lands of party of the first part any wood or timber to carry on said mining operations or to erect buildings on said lands. (Timber of high or special market value excepted.) And the party of the second part are to have right-of-way of ingress and egress to said mines. The said party of the second part hereby agree to pay to the said parties of the first part, or their heirs or assigns, a rental or royalty of one/eight (1/8), on mica taken and sold from said mines for the use of the said lands for the aforesaid period of Ten Years only; payable as follows: as mica or mineral is marketed

Payable on computation of selling bills on the tenth of each month covering sales during the previous month.

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

The Term of this lease shall not be extended except with the option of the lessors; and in case of renewal, this instrument may stand if proper amendments are duly witnessed and attached in writing hereto. The lessors reserve the right to use the land, or convey the same not conflicting with this lease, but under any conveyance the terms of this lease must be recognized by the assigns thereof. [redacted]

But it is expressly agreed that unless mineral or fossil material of practical value for mining purposes shall be found within Three (3) years from the date of this instrument, this lease may be terminated by the lessee at any time thereafter, on thirty (30) days notice to the lessor. The lessee agree that during continuance of this lease work in said mines shall not cease longer than ninety (90) days at any one time, unavoidable accidents excepted.

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

H G Hull (SEAL)
H.G. Hull

Affie Hull (SEAL)
Affie Hull

(SEAL)

(SEAL)

Witness:

Joe A. Beasley.
Room 207 Cleveland Hotel.
Shelby, N.C.

NORTH CAROLINA, Cleveland COUNTY. No. Ten (10) TOWNSHIP.

I, H.G. Hull, do certify that

and Affie Hull

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

[redacted] said husband, touching her voluntary execution of the same; doth state that [redacted] compulsion of her said husband, or of any other person, and that she doth still [redacted] Let the Instrument with the certificate be registered.

Witness my hand and seal This 29 day of Aug, 1953

My commission expires 19 day of 1955

Calvin W. Williams
Notary Justice of the Peace.

NORTH CAROLINA, COUNTY.

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

the grantor for the purposes therein expressed. Let the same, with this certificate, be registered. This day of , 19

NORTH CAROLINA, Cleveland COUNTY.

The foregoing certificate of Notary of Cleveland County is adjudged to be correct and sufficient. Let the instrument, with the certificate be registered.

Witness my hand and official seal, this 31 day of August, 19 53

(Signed) Jeanette Wilson,
Asst. Clerk Superior Court.

Filed for Registration at 4:30 o'clock P M., August 31, 19 53, and registered in the office of Register of Deeds for Cleveland County, in Deed Book No. 6-W page No. 260

August 31, 1953

(Signed) Dan W. Moore
By Eva Thompson, Asst. Register of Deeds.

MINING LEASE

FROM H.G. Hull and wife, Affie Hull

TO Joe A. Beasley

Lease Book Page

FEES:

Probate . . . . . $

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

Certificate and Seal, Clerk . . . . $

State Tax . . . . . $

NORTH CAROLINA
CLEVELAND COUNTY

AGREEMENT

THIS AGREEMENT MADE and entered into this the 29 day of August, 1953 by and between H. G. Hull and wife, Affie Hull and Willie Newton and Bill Blanton, all of the County of Cleveland, State of North Carolina, parties of the first and second parts:

WITNESSETH:

Whereas on December 2, 1952 the said parties hereof made and executed a mining lease, the same being recorded in the Office of the Register of Deeds for Cleveland County in Book 6W at page 4.

That Whereas, all parties hereto desire that the aforesaid lease shall be null and void and as of this day all rights therein are terminated and the said H. G. Hull and wife, Affie Hull, may lease the premises described in the aforesaid mentioned lease to any person whomsoever they may desire, the said Willie Newton and Bill Blanton forever releasing any rights in the aforesaid mentioned lease. (It is understood that Clarence Cook, one of the original lessees has conveyed his one-third interest to Joe A. Beasley by another instrument.)

IN WITNESS WHEREOF, the parties have hereunto subscribed their names and affixed their seals the day and year first above written.

H G Hull (SEAL)
H. G. Hull

Affie Hull (SEAL)
Affie Hull

Willie Newton (SEAL)
Willie Newton

Bill Blanton (SEAL)
Bill Blanton

North Carolina

Cleveland County

Joe A. Beasley
Room 207 Cleveland Hotel.
Shelby N.C.

I, Calus W. Williams, Notary Public for said County and State do hereby certify that H. G. Hull and wife, Affie Hull, Willie Newton and Bill Blanton personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Let the instrument and the certificate be registered.

WITNESS my hand and notarial seal this 29 day of Aug, 1953.

Calus W. Williams
Notary Public

My Commission Expires: Jan-19-1955

STATE OF NORTH CAROLINA

COUNTY OF CLEVELAND

The foregoing certificate of Colus W. Williams, a Notary Public is adjudged to be correct. Let the instrument and the certificate be registered.

This 31st day of August A. D., 1953.

(Signed) Jeanette Wilson
Ass't Clerk of the Superior Court
Cleveland County, North Carolina

Filed for registration on the 31st day of August, A.D. 1953 at 4 O'clock P.M., and Registered in the Office of the Register of Deeds, Cleveland County, N.C. in Book 6-W, page 259

(Signed) Dan W. Moore, Registerof Deeds
By Eva Thompson, Assistant

Joe A. Beasley
Room 207 Cleveland Hotel
Shelby N.C.

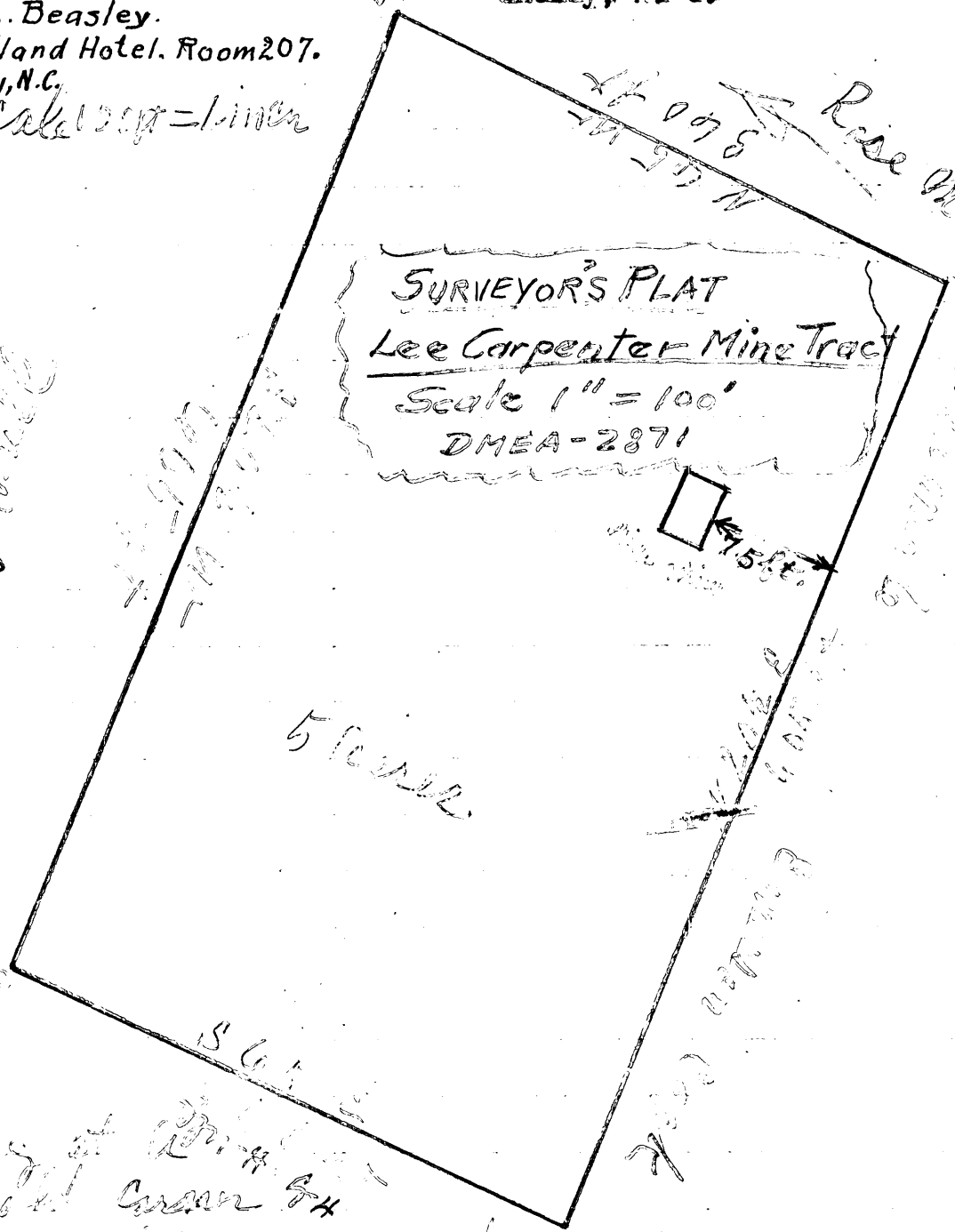
dmea - 2871

Joe A. Bea[redacted]
Room 207, [redacted]veland Hotel
Shelby, N. C.

N.

Joe A. Beasley.
Cleveland Hotel. Room 207.
Shelby, N.C.
Scale 1 in = 1 mile

S.



Beginning at [illegible] the old corner [illegible]
and also Moses's corner and [illegible] thence N 65 W 360 ft
to a stake in the old line Thence [illegible] line S 20½ W
605 ft to a stake Thence another new line S 65 E 360 ft
to a stake in the old line Thence with the old
line N 20½ E 605 ft to the Beginning
[illegible] 5 acres more or less
Possible [illegible] measurements furnished by the [illegible]
[illegible] 5 acre tract

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

DEPARTMENT OF THE INTERIOR
Bureau of Land Management
RECEIVED
AUG 13 1953

August 11, 1953

Memorandum

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

From: Executive Officer, DMEA Field Team, Region VII

Subject: Letter from Joe A. Beasley, Shelby, North Carolina

Enclosed is copy of a letter just received from Mr. Joe A. Beasley, inquiring about the Hubert Cook No. 2 Mine, which was explored last summer by F. B. Hendricks under contract No. Idm-E-355, Docket No. DMEA-2428.

Hendricks

The Field Team final report on DMEA-2428 recommended further work, aimed at exploring the pegmatite at a depth of about 50 feet. If this is what Mr. Beasley proposes to do, there is no reason why a contract should not be approved without further field examination, though it would be desirable to inspect the nearby work which could be done when the field examiners are in the vicinity. In the examination report on DMEA-2871, the examiners state that the applicants (including Joe A. Beasley) appear to be competent to conduct an exploration project of this type.

Newton

If Mr. Beasley decides to apply his application will be forwarded to your office as soon as it is received.

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

FILE COPY
SURNAME:

Robertson
Houk

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

JUL 16 1953

Mr. Joe A. Beasley
Room 207
Cleveland Hotel
Shelby, North Carolina

Re: Docket No. DMEA-2871 - Mica
Willie Newton, Bill Blanton and
Joe A. Beasley
Lee Carpenter Mine
Cleveland County, North Carolina

Dear Mr. Beasley:

Reference is made to our letter of March 30, 1953, returning the lease agreement for corrections.

Several months have passed without hearing from you and we now assume that you no longer wish to proceed with the application. It is our desire to allow ample time to present the requested information. However, unless we receive the needed data by September 15, 1953, we will then consider the docket closed.

Sincerely yours,

C. O. Mittendorf

Administrator

JTRobertson:gad 7/16/53

Copy to: Admr. R. File
Docket File
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C.J.
7-16-53

FILE COPY
SURNAME:

Robertson
Heuk

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

600

BL

Mr. Joe A. Beasley
Room 207
Cleveland Hotel
Shelby, North Carolina

MAR 30 1953

Re: Docket No. DMEA-2871 - Mica
Willie Newton, Bill Blanton and
Joe A. Beasley
Lee Carpenter Mine
Cleveland County, North Carolina

Dear Mr. Beasley:

J.C. 3/30/53

Reference is made to the subject application and the discrepancy between the lease dated December 2, 1952, and sketch of the five-acre tract. Your lease and sketch of the tract are herewith returned for correction, in order that you may give an adequate description of the land.

In the original lease dated December 2, 1952, between the lessor, H. G. Hull and his wife, and the lessees, Messrs. Newton, Blanton and Cook, reference is made to the lands belonging to neighbors on the north, south and west of a 100-acre tract originally deeded to H. G. Hull. The the land which is to be the subject of exploration is described as being 5 acres on the easterly portion of this 100-acre tract. However, the sketch indicates that the 5 acres are immediately adjacent to the property of the neighbors above-referred to, and not on the easterly but probably on the westerly portion of the 100-acre tract. The whole description is confusing and it will be necessary for you to submit a lease which describes the land accurately.

It will also be necessary to resubmit corrected Owner's Consent to Lien and we are, therefore, enclosing seven copies of MF-203 for your convenience.

Sincerely yours,

SIGNED

Lawrence G. Heuk, Chief
Nonmetallic Minerals Division

Enclosures 9
JTRobertson:gad 3/27/53
Copy to: Admr. R. File
Docket File
Mr. Heuk

Field Team, Region VII
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D.C.~~
Room 13, Post Office Building
Knoxville 2, Tennessee

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 9 1953

March 5, 1953

Memorandum

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

From: Field Team, DMEA, Region VII

Subject: DMEA-2871, Willie Newton, Bill Blanton and Joe Beasley
Field Examination Report, Lee Carpenter Mine (mica)

Enclosed herewith are four copies of field examination report on the subject application, with six extra copies of the map.

The Field Team agrees with the recommendations of the examiners for approval of the application.

Robert A. Laurence

Robert A. Laurence
Executive Officer, DMEA
Region VII

Wm A Beck

Wm. A. Beck, for V. J. Lynch
U. S. Bureau of Mines

Enclosures

Reviewed by
DMEA OPERATING COMMITTEE
3-13-53
(date)

RECEIVED
MAR 9 9 26 AM '53
DEFENSE MATERIALS
PROCUREMENT AGENCY

140 FILE COPY
SURNAME:

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

AEKane
Pntrin

March 24, 1953

Memorandum

To: Mr. L. G. Houk, Chief
Nonmetallic Minerals Division

Through: J. T. Robertson

From: Chief Counsel

N.S. in R.R.

Subject: Newton, Blanton, Beasley - Docket No. DMEA-2871

I cannot properly prepare the contract in this case until the leases contained in the docket are amended to give an adequate description of the land which is to be the subject of the Exploration Project Contract.

In the original lease dated December 2, 1952, between the lessor, H. G. Hull and his wife, and the lessees, Messrs. Newton, Blanton and Cook, reference is made to the lands belonging to neighbors on the north, south and west of a 100-acre tract originally deeded to H. G. Hull. Then the land which is to be the subject of exploration is described as being 5 acres on the easterly portion of this 100-acre tract. However, the map furnished by the applicant indicates that the 5 acres are immediately adjacent to the property of the neighbors above-referred to, and not on the easterly but probably on the westerly portion of the 100-acre tract. The whole description is confusing and no contract can be drawn until a lease is obtained which describes the land accurately.

/S/ AEKane
for J. L. Hofflund
Chief Counsel

P. S. If the leases are amended to change the description of the property, the description ~~xxxx~~ in the Owner's Consent to Lien and in the Mortgagee's Subordination Agreement will have to be changed to correspond.

Attachments
AEKane/mef
cc to: Mails and Files
Admr. R. File
Mr. Hofflund
Mr. Kane
Chron.

Mr. Robertson

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 19 1953

March 18, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2871, Mica, Lee Carpenter Mine, Cleveland County, North Carolina

I concur in the field team's recommendation for an exploration program in the amount of $7,000.00.

W. F. Dietrich

W. F. Dietrich

Mr Roberts

IN REPLY REFER TO:

G-MD-CNM

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

March 18, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 19 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2871 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: J. J. Norton, U. S. Geological Survey
Applicant: J. A. Beasley and partners, Cleveland Hotel, Shelby, N. C.
Name of property: Lee Carpenter mine.
Location of property: 4 miles ~~56° W.~~ S 60 W of Toluca and 5 miles N. 78° W. of Belwood, Cleveland County, North Carolina.
Date of field team report: March 3, 1953.
Authorship of field team report: Teague and Shirley.
Field team's recommendation:

70-foot shaft
40-foot crosscut
60 feet of drifts

Comments:

None.

ACTION SUGGESTED:

Follow field team's recommendation.

J. J. Norton

UNITED STATES
DEPARTMENT OF THE INTERIOR

gcl
9/17/53

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 9 1953

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY THE FIELD TEAM, REGION VII

(Mica)

DMEA-2871, LEE CARPENTER MINE

Cleveland County, N. C.

BY

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

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

March 3, 1953

Reviewed by
DMEA OPERATING COMMITTEE
3-13-53
(date)

RECEIVED
MAR 9 9 26 AM '53
DEFENSE MATERIALS
PROCUREMENT AGENCY

Field Examination Report
on
LEE CARPENTER MINE

DMEA-2871, (mica)

Applicants: Willie Newton, Bill Blanton and Joe A. Beasley
c/o Joe A. Beasley, Cleveland Hotel, Shelby, N.C.

Possibilities for the production of strategic mica at this place are good. Past work has exposed two pegmatites, both of which contain ruby mica of strategic grade. The field examiners are of the opinion that the deposit has merit, thus recommend that exploration assistance be undertaken.

The deposit was examined on February 25, 1953. The applicants, Joe A. Beasley, Willie Newton, and Bill Blanton accompanied the field examiners, and the examination required two hours.

The Lee Carpenter Mine is about one-half mile south of Mead's store, 4 airline miles S 60° W. of Toluca and 5 airline miles N. 78° W. of Belwood, Cleveland County, North Carolina. Access to the mine is excellent.

All of the applicants have had more or less experience mining mica and all appear competent to conduct the proposed project.

The applicants hold the property under lease. The area covered by the lease (5 acres) is adequate to provide sufficient working area.

At this place old workings consist of a northeast trending cut 90 feet long, 15 feet wide, with a maximum depth of 37 feet. The deeper portion of the cut is 40 feet long. In addition to the cut there are several shallow pits. Reports indicate that a shaft (now filled) along the northwest rim of the cut is 40 feet deep with drifts from the bottom. This cannot be verified at present.

Two pegmatites or one pegmatite and a prong have been worked. For the sake of clearity the pegmatite which trends N 15° E and dips 70° NW will be referred to as the east pegmatite and the one which strikes N. 60° W. and dips 80° NE. will be referred to as the west pegmatite in this report; however, they connect near the south wall of the open cut.

East Pegmatite: This pegmatite is from 3 to 5 feet thick, zoned, only slightly weathered, and contains mostly flat-A mica. It consists of a thin, but persistant, medial quartz zone bounded on both sides by mica-bearing feldspathic pegmatite. The quartz is gray to smoky in color and as a rule the greatest concentration of mica occurs forzen to it.

frozen

The feldspathic portion is composed of coarse plagioclase and perthite, quartz, and mica. This pegmatite appears to be emplaced parallel to a pronounced joint system in the mica-sillimanite gneiss wall rock, as it is crosscutting in both strike and dip.

West Pegmatite: This pegmatite is from 3 to 6 feet thick and appears to be unzoned. It is composed of coarse perthite, plagioclase, quartz, and mica. It connects with the east pegmatite and appears to have been intruded conformably to the foliation of the wall rock.

Mica from the east pegmatite is mostly flat-A, hard, clear, ruby colored, and splits well. Some large books have been recovered from this pegmatite. A book weighing about 80 pounds was recovered by the applicants during recent work. Mica from the west pegmatite is flat, clear, hard, ruby colored, and splits well. Sizes up to 6" x 8"(trimmed) have been recovered from this deposit.

This mine is not now in operation as it has become unsafe to work from the open cut. The applicants propose to enlarge the open cut and mine by open pit methods. The field examiners are of the opinion that to work this deposit by this method will prove to be very expensive. We are convinced that the best method to explore the deposit and to mine it is by underground methods.

The field examiners recommend that a 70-foot shaft be sunk from the upper level of the cut, southwest of the deepest cut. From the 65-foot level a crosscut should be driven northeast to cut both pegmatites. After the pegmatites are cut it is recommended that 30 feet of drifts be driven on each pegmatite.

Estimated Costs:

70-foot 5' x7'(2 compartment shaft) @ $50/ft.	$3,500.00
40 feet 5' x 7' crosscut @ $35/ft.	1,400.00
60 feet 5' x 7' drift @ $35/ft.	2,100.00
Estimated total cost	$7,000.00

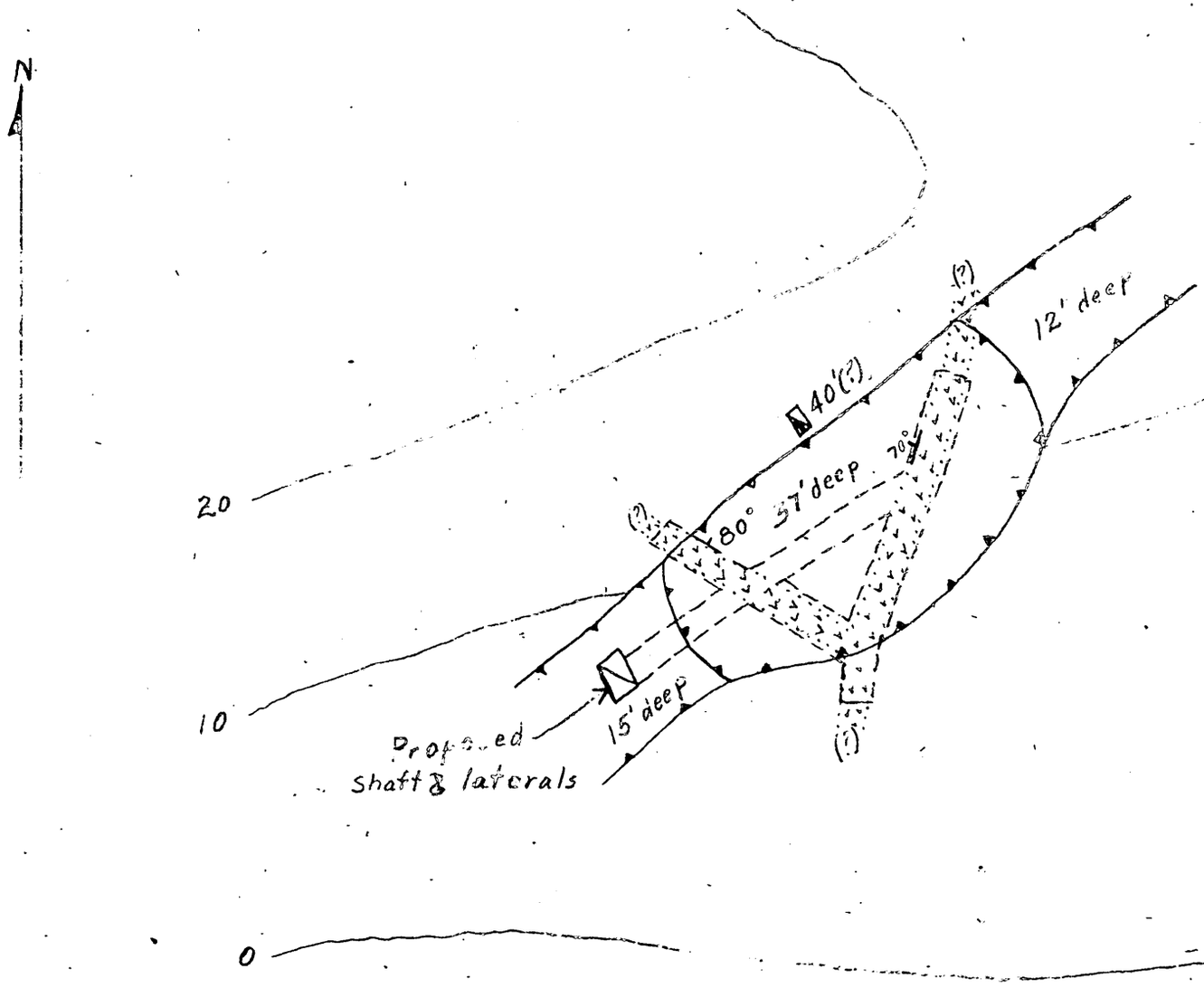
Estimated time required 100 shifts.

March 3, 1953

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

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

zm.



Sketch of
Lee Carpenter Mine
Cleveland Co., N.C.

0 20' 40'
Scale

DMEA-2871 (mica)

FILE COPY
SURNAME:

Robertson
Houk
Selfridge
Hedges

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

FEB 27 1953

Mr. Robert A. Laurence
Executive Officer, DMA
Field Team, Region VII
Room 13, Post Office Building
Knoxville 1, Tennessee

Subject: Docket No. DMA-2871 - Mica
Millie Newton, Bill Blanton and
Joe A. Beasley
Lee Carpenter Mine
Cleveland County, North Carolina

Dear Mr. Laurence:

A field team examination is requested for the subject exploration assistance application.

Please find enclosed for your file, and information, memoranda on the subject by the Bureau of Mines and the Geological Survey.

J.C. 2/27/53

Sincerely yours,

George C. Selfridge
(JHB)

Chairman, Operating Committee

Approved:

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

T. P. Thayer (JHB)
Member, Geological Survey

Enclosures 4

JTRobertson:gad 2/25/53

Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Houk

FILE COPY
SURNAME:

Robertson
Hash
Thayer

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C.

600

FEB 27 1953

Mr. Joe A. Beasley
Room 207
Cleveland Hotel
Shelby, North Carolina

Subject: Docket No. [illegible]/1 - Mica
Willie Norton, Will Blanton and
Joe A. Beasley
Joe Carpenter Mine
Cleveland County, North Carolina

Dear Mr. Beasley:

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

The Regional Office will contact you at an early date in regard to the examination of your property. Any assistance that you may give the members of the field team during the examination will be appreciated.

FC. 2/27/53

Sincerely yours,

(signed) FRANK E. JOHNSON

JTRobertson:gad 2/25/53

ACTING Administrator

Copy to: Admr. A. File
Docket File
Operating Committee
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Houk

Mr. Robertson

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 20 1953

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

February 20, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2871, Mica, Lee Carpenter Mine, Cleveland County, North Carolina

No data are available in this office on subject property. It is suggested that the field team visit this property when they are in that vicinity to ascertain if an exploration program is justified.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

G-MD-CNM

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
FEB 17 1953

February 16, 1953

Memorandum

REVIEW OF APPLICATION DMEA-2871 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: R. E. Van Alstine, U. S. Geological Survey
Applicant: Willie Newton, Bill Blanton, J. A. Beasley, Partnership, Cleveland Hotel, Shelby, North Carolina.
Name of property: Lee Carpenter mine.
Location of property: Cleveland County, North Carolina.
Estimated cost of project: Not stated.
Summary of applicant's proposal: Explore pegmatites with bulldozer.
Sources of information on applicant's property: Possibly the following:

1) Jahns, R. H., and Lancaster, F. W., (1950), Physical characteristics of commercial sheet muscovite in the southeastern United States: U. S. Geol. Survey Prof. Paper 225, p. 58.
2) Sterrett, D. B., (1923), Mica deposits of the United States: U. S. Geol. Survey Bull. 740, pp. 189-190.
3) Colonial Mica Corporation records.

Comments:

Relations of the Lee Carpenter mine to Calvin Carpenter mine of references 2 and 3 above and to Carpenter mine of references 1 and 3 above are not known.

RECOMMENDATION:

Applicant states that Flynt of Spruce Pine Buying Depot would send DMEA the results of quality tests on mica samples. If results are favorable, then refer application to field team.

R. E. Van Alstine

R. E. Van Alstine

DMEA - 2871

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 11 1953

February 9, 1953

Memorandum:

To: Operating Committee, DMEA - Washington

From: Acting Executive Officer, DMEA - Region 7

Subject: Application of, Willie Newton, Bill Blanton and Joe A. Beasley Subordination Agreement and Owner's Consent to Lien. (mica)

Attached are the 6 copies of the Subordination Agreement and 6 copies of Owner's Consent to Lien, these are to be attached to the application mailed your office February 4.

Wm. A. Beck

Wm. A. Beck

dmea 2871

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

February 5, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 9 1953

Memorandum

To: Operating Committee, D M E A - Washington

From: Field Team, D M E A - Executive Officer

Subject: Application from Joe A. Beasley (mica) Letter from W.S. Flynt

Enclosed are ~~3~~ 4 copies of a letter from W. S. Flynt, Superintendent, Spruce Pine Mica Depot, which should be attached to the copies of the subject application which were sent you by this office on February 4.

Robert A. Laurence

Robert A. Laurence

C
O
P
Y

GENERAL SERVICES ADMINISTRATION

Spruce Pine, North Carolina

February 2, 1953

Mr. Robert A. Laurence
Executive Officer, DMEA
Field Team, Region 7
Room 13, Post Office Building
Knoxville 2, Tennessee

Dear Mr. Laurence:

We are in receipt of a request for evaluation together with samples of mica submitted by Joe A. Beasley. Mr. Beasley states this mica is from the Lee Carpenter Mine, 10 Township, Cleveland County, North Carolina.

We find this mica to be of excellent quality and will be acceptable on our mica purchasing program.

Yours very truly,

s/ W. S. Flynt, Superintendent
Spruce Pine Mica Depot.

cc: Mr. Joe A. Beasley.
DMEA Knoxville-6.

C O P Y

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

February 6, 1953

Memorandum

To: Executive Officer, DMEA Field Team, Region VII

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number

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

DMEA -2871 NEWTON, BLANTON, BEASLEY

ROBERT E. ADAMS

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

33980

February 6, 1953

Mr. Joe A. Beasley
Room 207
Cleveland Hotel
Shelby, N. C.

Subject: DMEA-2871
Re: Exploration Assistance
Lee Carpenter Mine

My dear Mr. Beasley:

The receipt of your application dated February 2, 1953 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-2871 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-2871 in any future correspondence relating to your application.

Sincerely yours,

ROBERT E. ADAMS

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

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

FEB 6 1953

February 4, 1953

Memorandum

To: Operating Committee, D M E A - Washington

From: Executive Officer, DMEA Field Team-Region 7

Subject: Application of Willie Newton, Bill Blanton and Joe A. Beasley on Lee Carptenter Mine (mica) Cleveland County, N.C.

Enclosed are three copies of the subject application which were received in this office today. We have retained one copy for our files. The Owner's Consent to Lien and Subordination Agreements were not in order, so we have returned them to the applicants. Upon their return we will send them on to you.

The applicant is not definite as to what he wants to do, so we feel that a field team examination will clear up matters. This will be done at our first opportunity.

Robert A. Laurence

Robert A. Laurence
Executive Officer, DMEA

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 6 1953

February 4, 1953

Mr. Joe A Beasley
Room 207
Cleveland Hotel
Shelby, North Carolina

Dear Mr. Beasley:

Your application for exploration aid on the Lee Carpenter mine was received in this office today and is being forwarded to Washington.

Before a contract is signed it is necessary to have six copies of the "Owner's Consent to Lien" and the "Subordination Agreement" signed. You presented but four copies of each. The Owners Consent to Lien was not dated. We are enclosing additional copies of each. Please return six copies to this office properly filled out and dated. You may give one copy to the parties concerned and retain one for your files.

You will be notified prior to the visit of the field team to your property.

As requested in your transmittal letter, there are also enclosed sufficient copies of the necessary forms for two more applications.

Very truly yours,

Robert A. Laurence, Executive Officer
DMEA Field Team, Region 7

RAB/mm
cc:
Lawrence
Files
Oper. Com.

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Joe A. Beasley
Room
Cleveland Hotel
Shelby, N. C.

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

RECEIVED
FEB 6 1953

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 - 2871
Metal or Mineral
Date Received 2/6/53
Estimated Cost
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:

Willie Newton, Route 1, Belwood, Cleveland County, N. C.
Bill Blanton, Route 1, Belwood, Cleveland County, N. C.
Joe A. Beasley, Cleveland Hotel, Shelby, 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 see attached sketch made by surveyor of the leased 5 (five) acre tract and its legal description.

(*b*) State any mine name by which the property is known. Lee Carpenter, Cleveland County, N. C.

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

(*d*) If you are not the owner, submit with this application a copy of the lease, contract, or other document under which you control the property. attached is lease and Joe A. Beasleys purchase agreement of 1/3 (Interest)

(*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. has ladder to bottom of pit.

(*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 will to explore Sheet Mica

Acceptable for purchase under the Government Purchase Program

(*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 one days and be completed within 4 to 12 months from the date of an exploration project contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Money ☐ Use of equipment owned by you ☐ Other

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated Feb. 2nd, 1953

(Applicant)

William McWilson

Bill Brenton

Joe A. Beasley

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

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

Joe A. Beasley
Room 207
Cleveland Hotel,
Shelby, N. C.

3. (a) The legal description of the leased 5 (five) Acre tract as recorded in the Cleveland County records at Shelby, N. C. are:
Adjoining the lands of Emerson Cook on the North, Mrs. Rose Meade on the West, and a 12 (twelve) acre tract belonging to H. G. Hull on the South and being the Eastern portion of a 100 (one hundred) acre tract of land conveyed to H. G. Hull and wife Effie Hull by R. L. Carpenter and wife E. C. Carpenter by deed as recorded in Book 5-p, on page 636 in the registry of Deeds for Cleveland County, North Carolina, and consisting of 5 (five) Acres.
The land is in No. 10 Township.
See attached sketch of the 5 (five) acre tract made by A. F. Moyle, surveyor.

(b) Lee Carpenter mine, Cleveland County, N. C.

(c) Leases.

(d) Attached is 10 year lease and Joe A. Beasleys' purchase agreement of 1/3 intrest.

4. (a&b) Physical description: See sketches of mine workings on attached sheet.

Mr. Meade at Meades store a few hundred yards from the meade prospect, "which is being worked with a D. M. E. A. loan by F. E. Hendricks" can direct you to the Lee Carpenter mine.
The Lee Carpenter Mine is located near the top of one of the highest hills in the district.
The 40 (forty) Ft. shaft shown in the sketches was made 60 years ago according to Clarence Cook, who is a practial miner, Was mined by his grandfather 60 years ago.
The mine is a hard rock mine and was abandoned by Cooks grandfather because he had only hand drills to work with and mica brought low prices.
Clarence Cook states that he went to the bottom of the 40 (forty) Ft. shaft years ago before it was filled and examined 2 Large parallel sheet mica veins that ran North from the shaft. He stated that he saw what his grandfather had told him about, the largest books of sheet mica he ever saw. Other old Timers in the district state that themine produced the largest sheet mica ever seen in the county. Samples we have obtained show it to be Ruby, Clear, hard and free of specks or clouds.
We have mailed a sample of it to Mr. W. S. Flynt, Supt. General Services Depot, Mica Buying Station, Spruce Pine, N. C., and asked him to advise you regarding its quality.
The top and sectional view sketches show a bulldozed cut made in 1942 by dynamiting. It is 13 Ft. deep, 13 Ft. Wide and140 Ft. Long.
We have dynamited the excuvation shown in the sectional view to a depth of 11 Ft. below the bulldozed cut, and about 25 Ft. long and 13 Ft. wide. We have exposed a good number of different mica veins in the walls of this pit. The top view sketch shows some of them. The veins are all setting in the vertical plane.
One of the veins that we have contacted in the bottom of the pit runs parallel with the bulldozed cut in a northeasternly direction while 2 others which are seperated by slate wall runs North to South at right angles to the bulldozed cut. One of these is A mica with very little sheetable in it. The small vein that runs parallel with it and seperated

Joe A. Bradley
Box 207
Cleveland Hotel,
Reno, Nev. 2.

from 1 to 3 inches will run to [illegible] very small amounts of [illegible]. Our operations are very limited to the small excavation we have made [illegible] (three-fourths) ton which cost $95 (one hundred and five) dollars complete with a 75 (fifty-five) point air drill. We have just [illegible] the proper direction to extend the underground excavation as the veins are in the vertical and the slate strata are in the horizontal in most places, and in or near the vertical in other indications [illegible]. We have obtained about 3000 (three thousand) pounds of mica but most of it is [illegible] and it will not split out much saleable mica. We believe that if we could arrange to obtain a bulldozer that the mica could be worked by open pit method because the rock mica is hard, and drills very hard. We believe that with a minimum of manual labor, in case to crush by hand 2 (eight) pound number one does not pulverize or form dust.

The slate is very, pure operations have formed cracks due to [illegible], but slate walls are reported by rotten slate, part transition, at different elevations and directions, all cases we to find that if we work the mica by [illegible] that our working would have to be heavy and closely spaced to be safe.

This would be costly and any timbering over old [illegible] or working would not be safe.

There is a ladder leading from the bottom of the bulldozed cut to the bottom of our excavation for examination purposes.

4. (c) The top view sketch shows a number of veins in the hard rock open cut mine. The rock consists of slate, quartz, hard and mica bodies of feldspar with some kaolinite in some of the mica veins.

There are small pockets of mica embedded in the surface of mica bodies of unexplored feldspar. The feldspar bodies are 6 ft. or more wide and set in the vertical plane.

Most of the mica we have mined was embedded either in or between the quartz rock.

Some of the best ruby mica we have obtained was embedded in kaolinite as well as quartz.

We do not have any geologic or engineering reports or maps. Mr. Dunn of the state laboratory at Ashville, N. C. does not have anything on the mine.

(d) The mine is accessible by good rock topped farm state owned road to within 500 ft. There is a good woods road from it to the mine. The asphalt paved road is within 3/4 (three fourths) mile.

Supplies can be obtained from 5 to 25 miles, from 3 or more towns. All reached on paved roads. Workers can obtain lodging in a number of nearby villages. The mine is in a farming district with many farm houses.

(e) Miners with some mining experience and some with years of experience are available in the district. Material are available by paved roads at distances ranging from 25 to 60 miles.

Electricity of 220 volts is within 600 ft. of the mine. We are using gasoline propelled equipment and there are 3 gas stations within one mile.

There are a number of wells within one mile for drinking water.

5. (a) The exploration project:
We wish to explore for sheet mica acceptable for purchase under Government Purchase Program.

(b) Enclosed sketch shows top and sectional views of the workings.

Joe A. Beasley
Room 2[illegible]
Cleveland Hotel
Shelby, N. C.

We need the advice of the D. M. E. A. office in selecting the best method of exploring the veins that we have exposed, some of which are shown in the top view sketch.

We believe that due to the hard rock mine being seamy, cracked, the slate wall strata being in both vertical and horrizontal, with past mining operations using tunnels of unknown positions, that tunnel mining would now be dangerous.

If the D. M. E. A. office approves it, we would like to explore the veins by open cut method using bulldozier to push out rotten slate and feldspar, drilled and shot loose by dynamite and air compressor.

(c) The work will start within one day and be completed within 4 to 12 months according to the size of the project believed advisable by the D. M. E. A. office.

(d) Operating experience and background of the applicants:

Willie Newton has had 10 years experience as a sheet mica miner and was foreman of a mica washing plant for years for the Kings Mountain Mica Co. Kings Mountain, N. C. Is experienced operator of the bulldozier, compressed air drill, hoist and other types of mica mining and prospecting machinery and equipment. He is excellent shooter.

Bill Blanton has had 10 years experience at mica mining and prospecting. Is efficent operator of the tractor and dragpan as well as other mica mining machinery and equipment, was for a long time foreman with road contracting firm. He is an excellent dynamite man and air drill operator.

Joe A. Beasley was a speculative builder of homes ranging in price from 10 (ten to 25 (twenty-five) thousand dollars, and ~~xxxxxxxx~~ suburban store properties for many years, drawing the plans and superintending the construction work. Also detail designer, estimator and superintendent for contracting firm on heavy construction work. For the past 9 (nine) months have prospected for sheet mica in hard rock and soft mines using air drills and bulldozier.

6. Estimate of costs of the project:

If the D. M. E. A. office advises an open cut exploration project using a bulldozier and compressed air drill or wagon drill, rather than shaft and tunnels, the cost will be somewhat more but the future production of the mine will be multiplied because the exposed veins can be worked much faster with machinery than mining by hand in tunnels.

We will give estimate of cost either by shaft and tunnels or open cut cost per cubic yard as soon as we receive the recommendations concerning the type of mining and the size of the project considered advisable by the office of the D. M. E. A.

(a) Independant Contracts: None

We will do the labor ourselves using only whatever extra labor will be required to complete the size project the D. M. E. A. office considers advisable.

(b) Labor Supervision: Consultants

Labor with some mining experience can be had for 85 cents per hour.

J[illegible]. Beasley
Room 207
Cleveland Hotel
Shelby, N. C.

Men with long mining experience of foreman caliber can be had from one dollar to one dollar and twenty-five cents per hour.
With advice from your office we will not need to engage engineering or geogical consultants.

(c) Operating materials and supplies:
We have a new ¾ (three fourths) ton single drum hoist complete cost, $1,100.00. We owe $375.00 at $75.00 per month.
. 105 Compressor 55lb. air drill, 125 ft. air hose, 2--2 ft. drill stems, 2-- 4 ft. drill stems, 2--6ft. drill stems. Bought on the purchase rental at $140.00 per month. 4 shovels, [illegible] picks, 2 crowbars, 1 8lb. hammer. Can rent truck for hauling mica when needed. We use electrical fuses and storage battery. We need a small tool room for tools, lubricating oil and dynamite.
For open cut mining we will need a medium hydraulic blade bulldozier. Can rent or purchase on monthly arraingment . Can rent truck for the present for hauling mica and supplies $40.00 per month.
We have complete shooting equipment for 4 (four) shooters. A duplicate of that used at the mica purchasing depot at Spruce Pine, N. C.
We can rent a shoot house for the present until the mine produces enough mica for us to afford to build one.
If you find it best to use a wagon drill we can secure one on a monthly rental basis.

(e) Rehabilition and Repairs:
We do not have any equipment that is not in good condition and there are no buildings on the leased land. Repairs $25.00 per month.

(f) New Buildings, Improvments, Installations:
Need one small tool house. Can erect shoot house later. Can rent shoot house for the present at $10.00 to $15.00 a month.

(g) Miscellaneous:
Repairs on the necessary machinery will be $20.00 to $25.00 a month. Depreciation for the short time of the project will be negligible. We won't hire enough men to pay workmans compensation. We will carry Employers liability insurance for 4 men. Payroll tax will be for not more than 3 [illegible] men at 85 cents per hour. Cost of accountin and audits $30.00 month.

(h) Contingencies: $25.00 a month.

7. (a&b) As we intend to do most of the work our selves, we would like to discuss with you concerning the most satisfactory way to handle our share of the costs of the exploration.

Joe A. Beasley
Room 207, Cleveland Hotel
Shelby, N. C.

STATE OF NORTH CAROLINA
COUNTY OF CLEVELAND

THIS INDENTURE made and entered into this the 3rd day of January, 1953 by and between Clarence Cook and wife, Mrs. Clarence Minnie Cook of the County of Cleveland, State of North Carolina, parties of the first part; and Joe A. Beasley of the County of Cleveland, State of North Carolina, party of the second part;

WITNESSETH that for and in consideration of Ten ($10.00) Dollars and other good and valuable consideration, to them paid, the receipt of which is hereby acknowledged, the said Clarence Cook and wife, Mrs. Clarence Minnie Cook do hereby convey, give and grant to the said Joe A. Beasley, his heirs and assigns, forever, all of their share and interest, the same being an undivided 1/3 interest in that lease and indenture made, executed and delivered by H. G. Hull and wife Affie Hull to Willie Newton, Bill Blanton, and Clarence Cook, the same being lease of mineral rights and interest as appears by reference to said indenture on, in and to that tract of land therein described, to wit: Adjoining the lands of Emerson Cook on the North, Mrs. Rose Mead on the West, and a 12 acre tract belonging to H. G. Hull on the South and being the eastern portion of a 100 acre tract of land conveyed to H. G. Hull and wife, Affie Hull by deed as recorded in Book 5-P at page 636 in the registry of Deeds for Cleveland County, North Carolina and consisting of 5 acres more or less and located in #10 Township, Cleveland County, North Carolina. That in addition to the above, the parties of the first part do hereby convey, transfer and assign to Joe A. Beasley, the party of the second part, all of their equity in and to the equipment located on the premises and consisting of one model 19 B.J. H & E single drum gasoline engine driven hoist with 4 cylinder Wisconsin engine Serial #H 19990 engine #1950951 together with all other personal property, equipment, tools and effects owned by the lessees above named and now located on the premises.

TO HAVE AND TO HOLD to the said Joe A. Beasley, his heirs and assigns in fee simple forever, and the said Clarence Cook and wife, Mrs. Clarence Minnie Cook do covenant to and with the said Joe A. Beasley, that they own an undivided 1/3 interest in the said lease granted by H. G. Hull and wife, Affie Hull as setforth and that their title thereto is free form all liens and encumbrances in fee simple and that they will warrant and defend same in fee simple against all lawful claims whatsoever, except title to

Joe A. Easley
Room 20[illegible], Cleveland Hotel
Shelby, N. C.

the equipment purchased from the Mitchell Distributing Co. of Spruce Pine, above conveyed is subject to a lien of $521.19, balance of its purchase price.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

Clarence Cook (SEAL)
Clarence Cook

Mrs. Clarence Minnie Cook (SEAL)
Mrs. Clarence Cook
(Minnie)

STATE OF NORTH CAROLINA

COUNTY OF CLEVELAND

I, T. G. Morrison, Notary Public for said County and State do hereby certify that Clarence Cook and Mrs. Clarence Minnie Cook, his wife, personally appeared before me this day and acknowledged the due execution of the foregoing instrument:

Let the instrument and the certificate be registered.

WITNESS my hand and official seal, this the 5 day of January, 1953.

T. G. Morrison
Notary Public

My Commission Expires: 3/14/1954

Joe A. Beasley
Room 207, Cleveland Hotel
Shelby, N. C.

STATE OF NORTH CAROLINA

County of Cleveland

For value received, H. G. Hull and wife, Affie Hull, hereby consent, agree to, and ratify the transfer and assignment by Clarence Cook and wife, Mrs. Clarence Minnie Cook, to Joe A. Beasley. Said original lease having been made to Clarence Cook, Willie Newton and Bill Blanton.
Said Lease is Dated Dec 2 1952

WITNESS our hands and seals this the 5 day of January, 1953.

H. G. Hull (SEAL)
H. G. Hull

Affie Hull (SEAL)
Affie Hull

NORTH CAROLINA

CLEVELAND COUNTY

I, T. G. Morrison, Notary Public for said County and State do hereby certify that H. G. Hull and Affie Hull, his wife, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Let the instrument and the certificate be registered.

WITNESS my hand and official seal this the 5 day of January, 1953.

T. G. Morrison
Notary Public

My Commission Expires: 3/14/1954

Filed for registration on Jan 7th 1953
at 8 o'clock A.M. and Registered in the office
of the Register of Deeds, Cleveland County N.C.
in Book 6-R. Page 503

Dan W. Moore.
Register of Deeds.
by Doris Boughan.
Asst.

Joe A. Beasley
Room 207, Cleveland Hotel
Shelby, N. C.

State of North Carolina

County of Cleveland

For value received, Willie Newton and wife, Stella Newton, Bill Blanton and wife, Vangie Blanton, hereby consent, agree to and ratify the transfer and assignment by Clarence Cook and wife, Mrs. Clarence Cook to Joe A. Beasley. Said original lease being made to Clarence Cook, Willie Newton and Bill Blanton by H. G. Hull and wife, Affie Hull. Said Lease is Dated Oct 2 1952

Witness our hands and seals this 5th day of January, 1953.

Willie Newton SEAL

Stella Newton SEAL

Bill Blanton SEAL

Vangie Blanton SEAL

North Carolina
Cleveland County

I, T. G. Morrison, Notary Public for said County and State do hereby certify that Willie Newton and wife, Stella Newton, Bill Blanton and wife, Vangie Blanton, personally appeared before me this 5th day of January, 1953 and acknowledged the due execution of the foregoing instrument.

Let this instrument and certificate be registered.

Witness my hand and official seal the day and year above written.

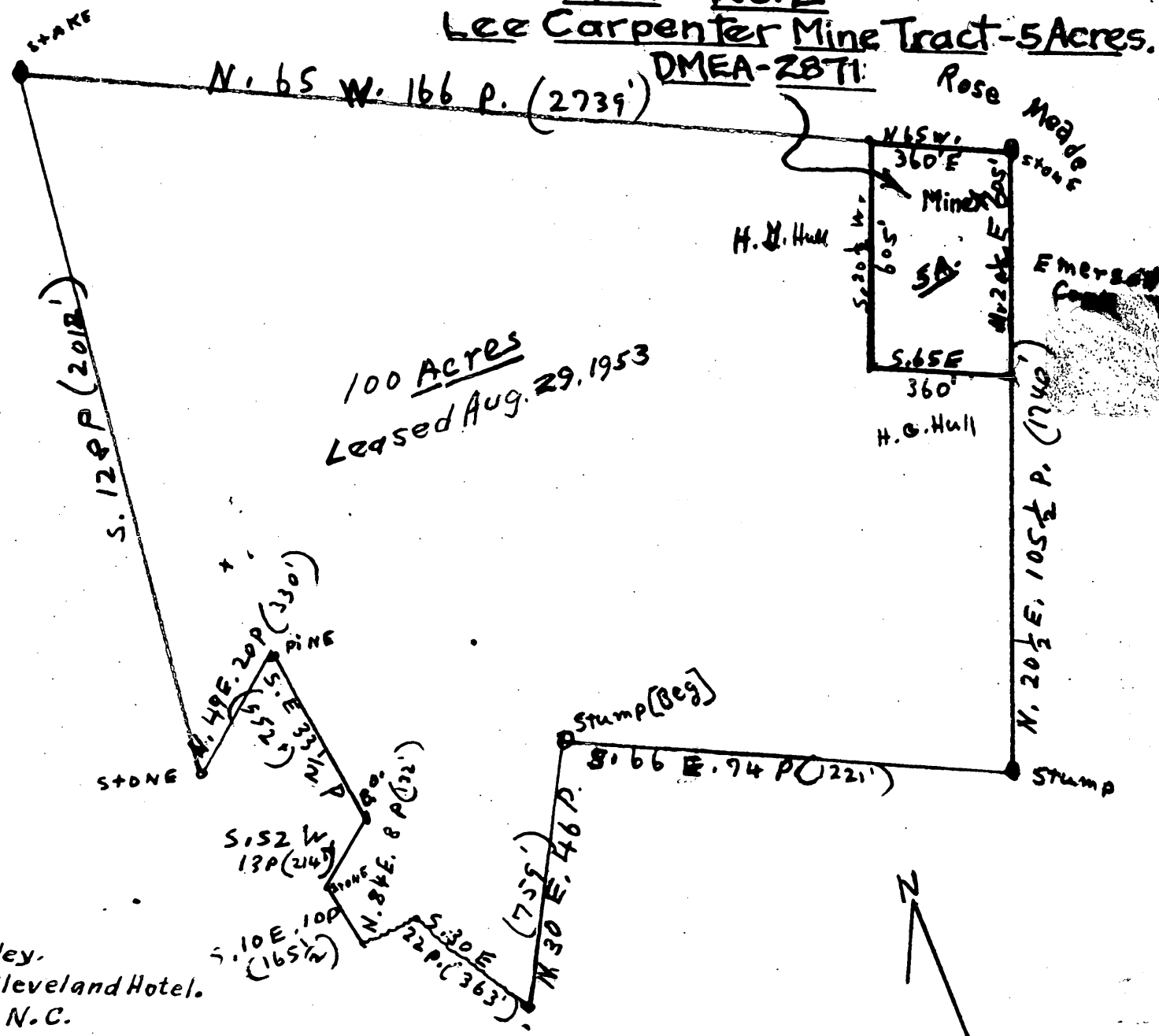
T. G. Morrison
Notary Public

My Commission expires March 14th 1954

MAP No. 2

Lee Carpenter Mine Tract - 5 Acres.

DMEA-2871



Scale:
1" = 25 Poles

Joe A. Beasley.
Room 207 Cleveland Hotel.
Shelby N.C.

Above map is made from description of 100 acres in deed from R. L. Carpenter and wife, E.C. Carpenter to H. G. Hull and wife, Affie Hull, on November 5th 1945, and recorded in Cleveland County Regis try in Book of Deeds 5-P, Page 636.

MEMORANDUM FROM THE ADMINISTRATOR OF PUBLIC WORKS:

SPECIAL - DELIVER DIRECT

TO	RECEIVED BY	DATE
Miss Sur Mrs Barr Room 1061		

1 copy of two maps received
2/6/53.