IMEA Form 9

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

OFFICIAL DOCKET FILE

DMEA NO. 4635

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(~~Withdrawn~~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

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

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

Left Side

Interim Royalty Audits
Reports of Royalty Review
Certification of Discovery
Certificate of Audit (Final)
Interim Audit(s)
Report of Review
Termination Notice or Agreement
Recision Notice
Assignment of Contract
Contract Amendments (latest on top)
Contract with all exhibits and annexes
✓ Owner's Consent to Lien 5
Subordination Agreement
✓ Leases and assignments of leases
✓ Application and attachments
(3) Envelope for maps

Right Side

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

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

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

Left Side

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

Right Side

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

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

Folder No. 4: Settlement Sheets

Folder No. 5: Drill Logs

Chester S. Hatcher
~~Taylor Hotel~~ Newland, N.C. c/o Ingalls Rural Station
~~Spruce Pine, N. Carolina~~

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

Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA-
Contract No. Idm-E
Contract Date 14

RECEIVED FEB 14 1957 D.M.E.A.

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

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

BEGINNING on a six inch concrete monument marked with the letter "J" which is located 145 feet North of the Charlie Ridge Mine Road, and running thence West 800 feet to a one inch iron pipe; thence South 800 feet to a one inch iron pipe; thence East 800 feet to a one inch iron pipe; thence North 400 feet to a one inch iron pipe which is located 400 feet East of the entrance to the Justice Mine; thence, same course, ~~400 feet to the point of beginning; containing 14.6 acres, more or less.~~

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

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

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

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

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

None

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

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

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

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

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

Dated this 7th day of February, 1957.

VANCE-GUY CORPORATION

Ivor C. Vance President	[Seal]	Plumtree, N. C.	[Address]
Margaret G. Perland Secretary-Treasurer	[Seal]	Newland, N. C.	[Address]
	[Seal]		[Address]
Chester S. Hatcher Lessee	[Seal]	Lebanon, Tennessee	[Address]
	[Seal]		[Address]
	[Seal]		[Address]

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

[Corporate Seal]

Chester S. Hatchen
Gaylor Hatch
Pine, N. Carolina

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

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EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA-
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6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

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

Dated this 7th day of February, 195 7.

Ivor C. Vance President	[Seal]	Plumtree, N. C.	[Address]
Margaret S. Pierland Secretary-Treasurer	[Seal]	Newland, N. C.	[Address]
Chester S. Hatcher	[Seal]		[Address]
Lessee	[Seal]	Lebanon, Tennessee	[Address]
	[Seal]		[Address]
	[Seal]		[Address]

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

[Corporate Seal]

Chester S. Hatchu
Layla Hotel
Spruce Pine, N. Carolina

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

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EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA-
Contract No. Idm-E
Contract Date

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D.M.E.A.

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SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of [illegible], State of [illegible], described as follows: 2/

[illegible]

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

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

Dated this 7th day of February, 195__.

Ivor C. Vance [Seal] [illegible] [Address]

Margaret S. Penland [Seal] [illegible] [Address]

[Seal] [Address]

Chester S. Hatcher [Seal] [illegible] [Address]

[Seal] [Address]

[Seal] [Address]

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

[Corporate Seal]

Chester S. Hatcher
Taylor Hotel
Spruce Pine, N. Carolina

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

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

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Dated this 7th day of February, 1957.

VANCE-GUY CORPORATION

Jon C. Vance President	[Seal]	Plumtree, N. C.	[Address]
Margaret S. Penland Secretary-Treasurer	[Seal]	Newland, N. C.	[Address]
	[Seal]		[Address]
Chester L. Hatcher Lessee	[Seal]	Lebanon, Tennessee	[Address]
	[Seal]		[Address]
	[Seal]		[Address]

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

[Corporate Seal]

5/set 1 extra for Lawrence Chester S. Hatcher Hayla Hotel Spruce Pine, N. Carolina

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

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

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CONSENT TO LIEN
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SUBORDINATION AGREEMENT 1/

To the United States of America:

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_____

_____

_____

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_____

_____

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

Dated this 7th day of February, 195__.

Don C. Vorse	[Seal]	[illegible]	[Address]
Margaret G. Perkins	[Seal]	[illegible]	[Address]
	[Seal]		[Address]
Chester L. Hatcher	[Seal]	[illegible]	[Address]
	[Seal]		[Address]
	[Seal]		[Address]

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

[Corporate Seal]

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

OFFICIAL FILE COPY
DMEA
RECEIVED FEB 14 1957

DATE	INITIALS	CODE

February 12, 1957

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Application - Chester S. Hatcher, c/o Ingalls Rural Station, R#3. Newland, N.C. Justice Mine, Avery County, N. C. (Mica)

Transmitted are three copies of the subject application consisting of the following:

3- MF-103, application forms with extra sheets

3- copies of the Mining Lease

3- sketches of property map

5- copies of MF-203, Consent to Lien

It is requested by the applicant that the mailing address on the application be changed to read -
Mr. Chester Stanely Hatcher
Route # 3 Newland, N.C.
c/o Ingalls Rural Station

V. J. Lynch

V. J. Lynch, Acting
Executive Officer, DMEA-Reg. V

Helmuth Wedow, Jr.

Helmuth Wedow, Jr.
Geologist, U. S. G.S

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED FEB 14 1957 DMEA

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

Not to be filled in by applicant

Docket No. 4635
Metal or Mineral Mica
Date Received 2-14-57
Estimated Cost $6,223.68
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: Chester Stanley Hatcher
Taylor Hotel
Spruce Pine, North Carolina

RECEIVED FEB 12 1957

(*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
Lease for 5 years on plot 800 by 800 feet, containing 14.6 acres, Have right of consent to lien, project is in center of above mentioned plot.

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

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

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

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

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

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

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

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

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

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

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

.....

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Money ☐ Use of equipment owned by you ☐ Other

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated ....., 195..

Chester Stanley Hatcher
(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

EXTRA COPY
O M E A
RECEIVED FEB 14 1957
DATE | INITIALS | CODE

Chester S. Hatcher
Taylor Hotel
Spruce Pine, North Carolina

4 a Located one mile off Highway 19 E near Plumtree, North Carolina at Hinson Creek. Exploration to present time consists of 95 days of test drilling, dozering and mucking to obtain an accurate cross-section of the terrain, vein material, geoligic formation and mineralization of veins. Have cut an incline 138 feet in length with a depth of 37 feet at extreme end. This cut is 22 feet in width. The main depth of this cut is 185 feet below top of mountain at extreme end. Cross-cutting shows all pre-existing veins, depth and width of same thickness and size of top and bottom slates, and at present time confirm exactly with all test drillings and exploration that were made prior to cross-cutting. The applicant has carried out the above exploration and tests for the purpose of locating Stragetic Mica and other minerals. All workings are readily accessiable for examination purposes.

4 b Not applicable.

4 c Gelogical features of above, and at this location, together with mineralization of test holes, cuts, slates and vein material show it to be an excellent class for further exploration for Stragetic Mica. Mica found in process of exploration (not mined) has been processed and sold at the Spruce Pine, North Carolina Depot. The amount sampled, processed and sold exceeds 8 percent of recovery and the above was taken in the process of mucking and cross-cutting.

4 d Road constructed and all pre-existing ones are in fair condition; said site readily accessiable at all times. Site is 14 miles from Government Purchasing Depot (Spruce Pine, North Carolina) and the same distance applies to residental and supply points.

4 e Availability of materials, supplies and equipment together with electric power and water is excellent. Experienced man power for this operation is realily available and close to this site.

5 b **See Annex 5 b**
Applicant asks financial aid for appox. 200 ft. of cross-cutting, and/or drifting for exploration of contacts and veins uncoverd.

5 d Applicant has 3 years previous experience in this territory exploring for Stragetic minerals. Applicant is retired business man from Public Service and said applicant together with experienced and qualified help can accomplish this project to completion. Entire project will be under the direct supervision of applicant who will be on job at all times till completed.

6. Estimate of Costs.

Estimated total cost of project .. .. TOTAL $6223.68

Chester S. Hatcher
Taylor Hotel
Spruce Pine, North Carolina

6 a. Independent Contracts. Dozering operation 16 hours @ 10.00 hour
TOTAL------$ 160.00

6 b. Labor, supervision, consultants.

2 Muckers - 8 Hr. Day - 40 Hr. Week @ $1.00 Hr.
1 Drillman- 8 Hr. Day - 40 Hr. Week @ $1.00 Hr.

Weekly $120.00 3 Months $1,440.00

6 c. Operating Materials and Supplies.

Power, electric 3 mths.		$150.00
Water (Local Spring)	"	000.00
Fuel (350 gal.)	"	105.00
Oil, engine (24 gal)	"	28.80
Grease, lubrication	"	4.68
Oil, lubrication	"	10.75
Dynamite (1 day X 1 case)	"	771.00
Caps (20 box)	"	170.00
Dobe bags	"	26.75
Oil, filters	"	4.00
Bits (steel) sharping	"	22.50
Shovels (3) @ 4.50	"	13.50
Hammers (1. sledge) 6.95		13.90
Bar (prize)		7.85
Picks (2) @ 6.50		13.00
Hammer (small claw)		2.95
Nails		2.00
Hardware		7.50
Locks (9) @ 1.50		13.50
Lead Wire 300'		9.00
Grease Gun		7.50
2 Gas Containers		5.00
3 Months		$1389.18

6. d. Operating equipment.

Hoist (Rental)	$93.79 mth.		(3 mths.)	$281.25
Hose, air (Purchase) 50'			"	38.75
Couplings, air hose (Purchase)			"	8.95
Lubricator, air line (Purchase)			"	34.75
Compressor	(Rental)	$224.00	"	675.00
Jackhamer	(Rental)	50.00	"	150.00
Jack Leg	(Rental)	53.75	"	161.25
Loader	(use allowance)	75.00	"	225.00
Electric Pump	(use allowance)	10.00	"	30.00
Wire Rope Block	(Purchase)		"	13.65
Detonator	(Purchase)		"	26.85
Steel Bits (Jack)	(Purchase)		"	85.75

(Cont'd next page)

Chester S. Hatcher
Taylor Hotel
Spruce Pine, North Carolina

6. d. Operating equipment (Cont'd)

Muck Car (Purchase)	3 mths.	100.00
Cable (5/8") IWRC (Purchase) 300' @ 32.60C		97.80
	TOTAL	$1929.60

6 e. Rehabilitation and repairs.

Oil Pump (Loader) Repairs		$20.00
Generator (Loader) Repairs		--12.50
	Total	$ 32.50

6 f. New Buildings, improvements, installations.

Tool House (New construction)	$85.00
Trackline to dump (Construct) 150'	150.00
Compressor Shed (New construction)	25.00
Culvert, drainage (new construction)	5.00
Magazine, dyanimite (new construction)	17.50
Magazine, caps (new construction)	10.00
Crossties (timber)	35.00
Fish Plates & Nuts & Bolts	28.95
Electric transmission line & deposit	365.00
Drainage line (300' 1" pipe valves & checks)	89.75
TOTAL	$811.20

6 g. Miscellaneous.

Workmen's compensation (9 (F.I.C.A.)	(3 Mths.)	$ 28.80
Employer's liability insurance	(1 year)	250.00
Payroll taxes	(3 Mths.)	182.40
TOTAL		$461 .20

6 H. Contingencies.

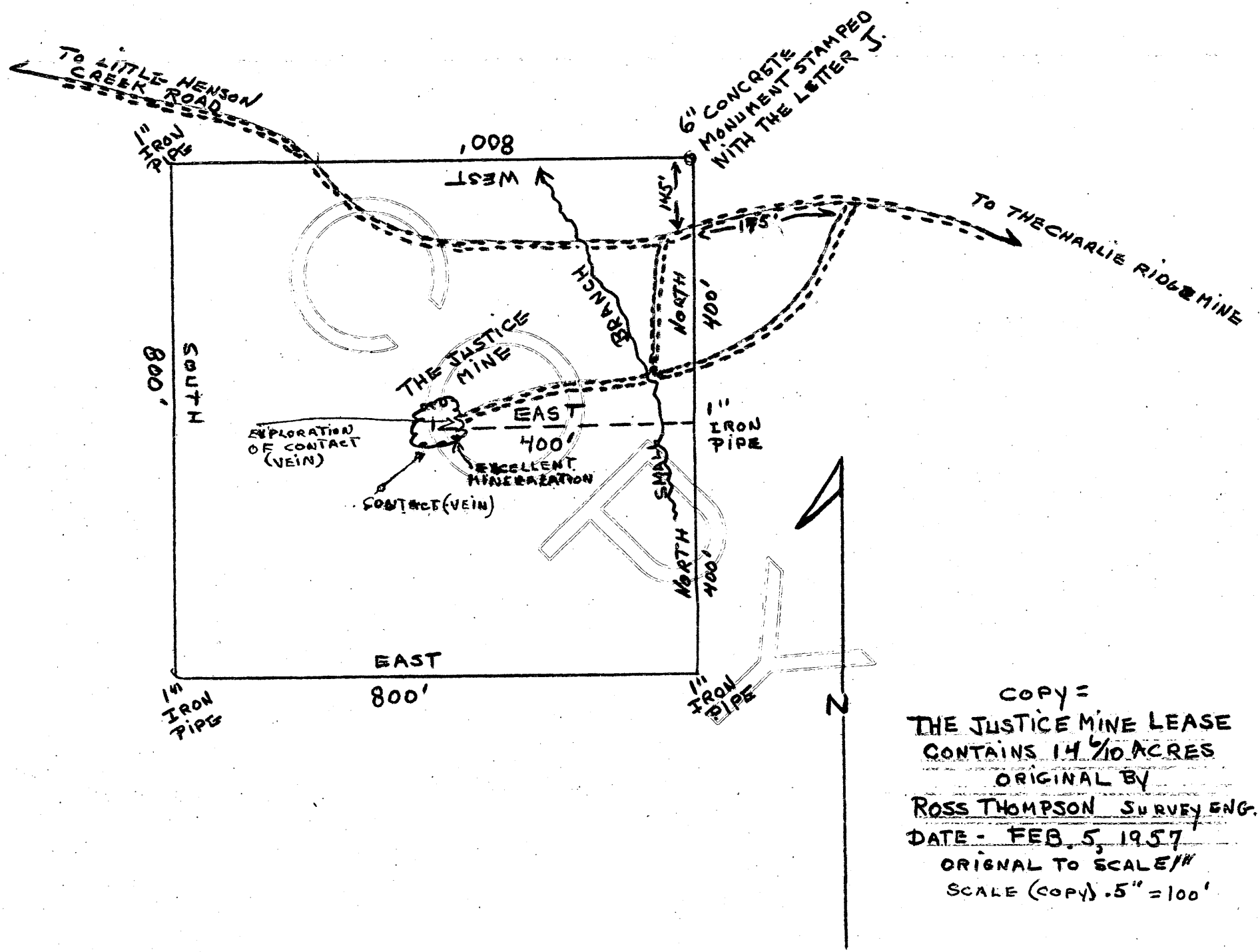
None

TOTAL	$ 000.00

7 a. Yes

7 b. Applicant will furnish equipment he now owns, will operate same when necessary, make certain repairs and maintenance of equipment, as well as preventative maintenance on all equipment used in said exploration.
Will keep books, procure supplies and material, and will constantly supervize operation. Technical assistance will be supplied by applicant.

Ch[illegible]er S. Hatcher
Taylor Hotel
Spruce Pine, North Carolina.



COPY =
THE JUSTICE MINE LEASE
CONTAINS 14 6/10 ACRES
ORIGINAL BY
ROSS THOMPSON SURVEY ENG.
DATE - FEB. 5, 1957
ORIGNAL TO SCALE 1"
SCALE (COPY) .5" = 100'

Annex 5 b

3.-d

Charles S. Hatchu
Huyler Hotel
Spruce Pine, N. Carolina

OFFICIAL FILE COPY
D M E A
RECEIVED FEB 14 1957
DATE INITIALS CODE

NORTH CAROLINA

AVERY COUNTY

THIS MINING LEASE, made and entered into this 6 day of Feb., 1957, by and between VANCO-JUY CORPORATION, a Corporation existing under and by virtue of the laws of the State of Delaware, with its principal office located in the Town of Newland, Avery County, North Carolina, party of the first part, hereinafter referred to as OWNER; and CHARLES HATCHER, of Lebanon, Tennessee, party of the second part, hereinafter referred to as LESSEE;

W I T N E S S E T H :

That the OWNER, for and in consideration of the performance of the conditions and agreements and on the payment of royalties as hereinafter required, has bargained and leased and by these presents does bargain, lease and grant unto the LESSEE, his successors and assigns, for the period of time fixed in Paragraph One below, the following described real property for mining purposes, lying and being in Toe River Township, Avery County, North Carolina, being known as the "Justice Mine", and being more fully described as follows:

> BEGINNING on a six inch concrete monument marked with the letter "J" which is located 145 feet North of the Charlie Ridge Mine Road, and running thence West 800 feet to a one inch iron pipe; thence South 800 feet to a one inch iron pipe; thence East 800 feet to a one inch iron pipe; thence North 400 feet to a one inch iron pipe which is located 400 feet East of the entrance to the Justice Mine; thence, same course, 400 feet to the point of beginning: containing 14.6 acres, more or less.

TO HAVE AND TO HOLD, the said mine for mining purposes unto the LESSEE, his successors and assigns for the period of time fixed in Paragraph One below, upon full compliance with each and all of the following stipulations and agreements:

1. PERIOD OF LEASE. This lease shall begin as of the date hereof and be in full force and effect for a period of five (5) years unless sooner terminated as hereinafter provided.

If the LESSEE should, for any cause whatever, fail for a period of thirty (30) days at any one time to conduct mining operations on the above described property in a workmanlike manner, weather permitting, using proper and sufficient machinery, tools, equipment and labor so as to reasonably work said mine, then and in that event this lease shall automatically terminate and be of no further effect and, upon the termination of this lease, the LESSOR shall have a right to re-enter and take possession of the premises without further notice to the LESSEE.

If the LESSEE should fail to pay any royalty at the time payment is due and the LESSOR, or its agent, makes specific demand upon the LESSEE, or his agent hereinafter designated, for such payment of royalty and the LESSEE fails to make full payment thereof within ten (10) days from the date of such demand, then and in that event the LESSOR, at its option, may declare this lease terminated and of no further force and effect and, upon such termination, the LESSOR shall have a right to re-enter and take possession of the premises without further notice to the LESSEE.

2. MINERAL RIGHTS. The LESSOR, his agent, servants and employees shall have a right to enter upon said premises and search for, dig, quarry and obtain mica, feldspar and any and all other minerals and, in so doing, may use bulldozer and any other machinery, equipment, tools, appliances and labor as the LESSOR may elect. Said LESSOR shall have and is hereby granted a right of ingress and egress from the public road or highway to said mine so as to conduct mining operations on said premises and operate under this lease and shall have a right to use, maintain and repair any existing roads or ways and shall have a right to construct, maintain and repair other necessary roads, power lines and ways so as to mine said mine and remove the minerals and products therefrom.

The LESSOR shall have and is hereby granted the right to dump waste from said mine onto the nearby premises as may be reasonably necessary in the mining of said mine.

3. MANNER OF WORK. The LESSEE shall use sufficient machinery, equipment, tools, appliances and labor so as to conduct mining operations upon said premises in a workmanlike manner and the failure to do so for a period of

thirty (30) days at any one time, weather permitting, shall cause this lease to be subject to termination as stated in Paragraph one above.

4. ROYALTY. The LESSEE shall and hereby expressly agrees to pay to the OWNER a royalty or royalties for all minerals mined and removed from said premises as follows:

(a) One-eighth (1/8) of the sales price at the point of sale of all mica;

(b) Fifty (50) cents per long ton (2240 lbs.) of all feldspar; and

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

Payment of royalty shall be paid by the LESSEE to the OWNER immediately after each sale and particularly by the 15th day of the calendar month following the month within which any such mica, feldspar or other minerals mined from said premises was sold.

5. STATEMENTS AND RECORDS. The LESSEE shall keep an accurate daily record of the kinds and weights of all mica mined from said premises and shall keep an accurate record of all weights and amounts of other minerals mined and removed from said premises, and at the time of payment of any royalty, the LESSEE shall furnish to the OWNER, or its agent, a duplicate statement from the purchaser showing the amounts, weights and prices of such minerals mined and removed from said premises.

The LESSEE shall also, at any time, exhibit to the OWNER, or its agent, the daily record of mica and the record of all other minerals mined and removed from said premises hereinabove required to be kept by the LESSEE.

The LESSEE shall keep all the required books and records at their principal place of business in the County of Avery, State of North Carolina, so as to be reasonably accessible to the OWNER.

The OWNER, or its agent, shall have a right to inspect all books and records of the LESSEE as to all minerals mined from said premises.

6. PROTECTING MICA. All mica mined from said premises shall be kept and protected and secured under lock when not protected by an authorized person until such mica is prepared and removed for market.

7. ASSIGNMENT. It is expressly understood and agreed that this lease shall not be transferred or assigned without the written consent of the OWNER.

8. AGENT. For the purpose of receiving payment of all royalties due under this lease and for the purpose of making any demand or giving any notice under the terms of this lease, Margaret G. Penland, Newland, North Carolina, is hereby appointed and constituted as agent for the LESSEE.

For the purpose of receiving notice, demand and service of process relating to any and all matters growing out of or coming under the terms of this lease, (name) Chester S. Hatch, (address) TAYLOR HOTEL SPRUCE PINE, N.C., is hereby appointed and constituted as agent and process agent for the LESSEE.

9. COVENANT. The LESSEE covenants to and with the LESSOR, his successors and assigns that it has a right to execute this lease upon the terms herein contained; that the mine hereby leased is free and clear from all encumbrances; that the LESSEE shall have and enjoy peaceful possession and use of said mine and mining rights as stated in this lease; and that the LESSOR will forever warrant and defend the title and right thereto against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, said parties hereto have executed this Mining Lease in duplicate originals, one of which is retained by each of the said parties, the day and year first above written.

VANCE-JUY CORPORATION (CORP.)

Attest: Margaret G. Penland (CORP. SEAL)
Secretary-Treasurer

By: Joe C. Vance
President

_____ (SEAL)

NORTH CAROLINA

AVERY COUNTY

I, Allen G. Lise, a Notary Public in and for said County and State do hereby certify that MARGARET G. PENLAND personally came before me this day and acknowledged that she is Secretary-Treasurer of Vance-Juy Corporation, a Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, JOE C. VANCE, sealed with its corporate seal, and attested by herself as its Secretary-Treasurer.

WITNESS my hand and Notarial Seal this ____ day of _____, 1957.

_____
Notary Public

My commission expires June 13, 1958.

NORTH CAROLINA ACKNOWLEDGMENT

AVERY COUNTY

I, _____, a Notary Public in and for said County and State do hereby certify that CHESTER HATCHER personally appeared before me this day and acknowledged the due execution of the foregoing Mining Lease for the purposes therein expressed.

WITNESS my hand and Notarial Seal this ____ day of _____, 1957.

_____
Notary Public

My commission expires _____

EA Form 7
12-56)

OFFICIAL FILE COPY

Date	Surname	Code
9/9	Houk	600
9/9	Anderson	600
9/11	Selfridge	130
9/11	Robert	130
9/11	Kiilsgaard	130
"	"	~~130~~
9/12	"	220
		225

600

SEP 11 1957

Mr. Chester Stanley Hatcher
Taylor Hotel
Spruce Pine, North Carolina

Re: Docket No. DMEA-4635-Mica
Chester Stanley Hatcher
Justice Mine
Avery County, North Carolina

Dear Mr. Hatcher:

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

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

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

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

Sincerely yours,

Frank E. Johnson
ACTING Administrator

WCAnderson:gad 9/6/57
Copy to: Adm. R. File
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Operating Committee

8623

MEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
9/9	Anderson	600
9/9	Houk	600
		110
		220

600

September 9, 1957

Memorandum

To: Mr. C. O. Mittendorf, Administrator

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

Subject: Evaluation of application and field examination report.
Docket No. DMEA-4635-Mica
Chester S. Hatcher
Justice Mine
Avery County, North Carolina

Denial of application is recommended.

Mica: Dark green color, relatively thin books up to 6 by 8 inches across, average 2 by 2 inches across. Considerable bending and cracking, some ruling and mineral intergrowths.

Pegmatite: Thick imbricate series of flat, concordant, plunging lenses, or apophyses of a larger pegmatite mass. The series aggregates 55 feet in thickness, individual lenses 5 to 10 feet in thickness. Unzoned, and consisting of medium-fine grained aggregate of oligoclase or andesine and fine-grained interstitial quartz and green muscovite. Enclosing rock is well bounded, medium-grained quartz-muscovite-biotite gneiss.

Old Workings: As follows:

1. About 1875 - 4 adits into the outcroppings of pegmatite, a 55 foot shaft, and 200 feet of incline from the bottom of shaft.
2. Year 1906 - 200 foot adit from hillside into old workings.
3. Some production during 1929 and 1935-36.
4. Some production during 1953-54.
5. Year 1955 - 125 to 150 foot incline adjacent to the original incline. Mica recovery from this operation accounts for 40% of total sold to GSA depot.
6. Recently, the applicant has excavated an open cut 200 feet by 150 feet by over 100 feet deep on uphill side. This cost $1800., from which he recovered $378.79 worth of strategic mica and $58.80 worth of punch and scrap.

Past Production: Recorded production does not start until the year 1929.
1929, 1935-36: 218 lbs. clear, 112 lbs. stained, 2,895 lbs. punch, value not recorded.
1953 to 1957: 207 lbs. valued at $2,805.95, or $8.66/lb.

Method of Exploration Proposed by Applicant:
200 feet of drifts and/or crosscuts
Amount requested $6,223.68

8623

Method of Exploration Proposed by Field Team:

Toolhouse, powder & exploder magazines	$115.00
100 ft. of percussion drill test holes @ $0.75/ft.	75.00
75 ft. of inclined shaft @ $44.19/ft.	3,314.00
100 ft. of drifts and/or crosscuts @ $34.34/ft.	3,434.00
Total cost recommended by Field Team	$6,938.00

Economics: Some stoping, 125 to 150 feet of incline and the recent excavation by the applicant resulted in the recovery of 207 lbs. of mica worth $2,805.95, or $8.66/lb., which compares with $15.74/lb., the overall average price paid by the GSA depot. Yield of strategic mica amounts to 1.33% of mine run block. Value per ton of rock moved amounts to $3.00. To repay the Government loan, $105,000. worth of mica would have to be produced in a 10 year period. Intermittant operations since 1953 have resulted in recovery of only $2,805.95.

Recommendations:

1. By the Field Team: Although a contract is recommended, the geologists feel that the pegmatite might not be considered a significant source of strategic mica. In a supplementary report, the Field Team states that its recommendation is not a strong one, and suggested that if past records indicate an insufficient target, this application should be denied.
2. By the USGS Commodity Member: Recommends approval of the application. However, there is a hint in his comments that perhaps the proposed project is lacking a sufficient target.
3. By the USBM Commodity Member: Concurs in the Field Team's recommendation, although he comments that this mine has been operated several times without success since 1875, and that the value of the mica is below the average unit value of GSA purchases.
4. By the Division of Nonmetallic Minerals: The foregoing outline indicates that this project lacks a sufficient target for the expenditure of $6,938.00. We, therefore, recommend denial of the application. We are supported in this recommendation by the not too strong recommendations by the Field Team and the Commodity Members of USGS and USBM. This is another case of opening up an old mine for an exploration project. In the past we have found that projects like this one rarely are successful. It is our feeling that the heart of the pegmatite has been mined out by past operations and that what is left does not represent a justifiable target for an exploration loan.

Walter C. Anderson

Walter C. Anderson
Division of Nonmetallic Minerals

WCAnderson:rsi
Copy to: Admr. R. File
Mr. Houk

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

OFFICIAL FILE COPY
DMEA
RECEIVED SEP 6 1957

DATE	INITIALS	CODE
9/6	C	220
9/10	Hoch	600

September 4, 1957

Memorandum

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

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

Subject: Docket No. DMEA-4635 (Mica)
Chester Stanley Hatcher, Ingalls, North Carolina
Justice Mine, Avery County, North Carolina

Reference is made to your letter of August 30.

As we tried to point out in our transmittal memo of August 19, there was a difference of opinion in the field about the desirability of exploring this mine because of the low quality of the mica (although it is strategic grade) and the low recovery. We came up with a slight majority for approval and therefore made a recommendation, although it could not be considered a strong one. There remains the possibility that the poor record of this mine is a result of poor operation and that with proper exploration and development, it might approach the production record of the nearby, mineralogically and structurally similar Charlies Ridge mine.

To summarize: this is not a strong recommendation and if past records indicate to you that it provides an insufficient target, it should be denied.

Robert A. Laurence
Robert A. Laurence
Executive Officer

W. A. Beck
W. A. Beck for V. J. Lynch
Member, Bureau of Mines

orm 7
56)

OFFICIAL FILE COPY

Date	Surname	Code
8/30	Anderson	600
8/30	GCS	130
"	Johnson	110
"	Butterworth	100
8/30	C	220
		600

600

AUG 30 1957

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

Re: Docket No. DMEA-4635-Mica
Chester Stanley Hatcher
Justice Mine
Avery County, North Carolina

Dear Mr. Laurence:

Reference is made to the Field Team's recommendation for a contract for exploration assistance at the Justice Mine, Avery County, North Carolina.

We are reluctant to write a contract for the recommended project because of the lack of a target of sufficient size and quality to justify Government assistance. The low recovery from block (1.33%), low value ($8.66) per pound of mica sold and the low value per ton of rock moved ($3.00 plus or minus) during the Young-Callahan operation in 1955 suggests that the proposed program would not result in making a significant discovery.

Before taking further action on the subject docket we would appreciate having your comments on the above and upon their receipt we will continue to process the application.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GHB)

Approved:

O. M. Bishop (GHB)
Member, Bureau of Mines

Thor H. Kiilsgaard (GHB)
Member, Geological Survey

LGHouk:gad 8/30/57
Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

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

OFFICIAL FILE COPY
DMEA
RECEIVED AUG 29 1957

DATE	INITIALS	CODE
8/29	C	220
		600

August 28, 1957

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Milford L. Skow, Acting Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4635 (mica)

Applicant: Chester S. Hatcher

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

Date of Field Team Report: 8/19/57

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 8/27/57

Field Team Recommendation: Recommend approval of a unit-cost exploration contract as outlined by field examiners report.

Comments:

1. This mine has been operated on several occasions since 1875, without too much success.

2. Although the mica from this mine sold for less than the average unit value of GSA purchases it is of strategic value.

3. No previous operation has demonstrated the existence or nonexistence of a larger unexposed pegmatite mass.

4. The geology of pegmatite, exposed by recent trenching work, is very similar to that of a close by successfully mined pegmatite body. (Discrepancies in report show Charlie mine to be both 800 and 3,500 feet southwest of the Justice mine).

Recommendation:

I concur with the recommendation of the field team that exploration assistance be granted.

Milford L. Skow

Milford L. Skow

IN REPLY REFER TO:

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

August 28, 1957

Memorandum

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

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

Subject: Review of field examination report, DMEA 4635 (mica), C. S. Hatcher, Justice mine, Avery County, North Carolina

The examining team report that geologic conditions on the applicant's property are favorable for the presence of undiscovered reserves of strategic-grade mica. They point out that the mica-bearing pegmatite lenses have minable thickness and are of the right mineralogical composition to contain mica. The Justice mine has been a fair mica producer in the past.

The Field Team raises the question of the eligibility for DMEA assistance of mica that is below average grade. It would seem that any mica that is acceptable to the Government buying depot would be of strategic quality and therefore eligible for DMEA consideration.

The examining team recommend approval of a DMEA contract providing for percussion drilling, shaft sinking, and drifting, at a total estimated cost of $6,938. I agree with the findings of the examining team and their advice for approval of the application.

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DMEA
RECEIVED AUG 28 1957

DATE	INITIALS	CODE
8/28	Q	220
		600

W. P. Williams

W. P. Williams

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 3 WASHINGTON POST OFFICE BLDG.
KNOXVILLE 2, TENN.

August 19, 1957

OFFICIAL FILE COPY
DMEA
RECEIVED AUG 21 1957

DATE	INITIAL	CODE
8/21	P	220
		130
8/26	P.	220
		600

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Field Examination Report - DMEA-4635(mica)
Chester Stanley Hatcher, Ingalls, N.C.
Justice Mine, Avery County, N.C.

Enclosed are the original and 2 copies of the subject report, and 8 extra copies of the map. We regret the long delay in preparing and submitting this report. We recommend approval of a unit-cost contract to provide for the exploration as outlined in the report.

When this property was originally examined in March 1957, the Examiners were in favor of recommending exploration, but the geologists felt that a little further study, including some mapping was necessary. Because of the heavy load of other work, this was not done until June.

In the meantime, production records not available at the time of the original examination, were obtained and these indicated that the average value of the full-trimmed mica sold to the GSA Depot was only $8.66 per lb. This led the geologist to the conclusion that the pegmatite might not be considered a significant source of strategic mica. This raises an interesting question. Is such mica, well below the average bought by the Spruce Pine Depot, considered suitable for exploration? The fact that it is acceptable to the Depot would seem to establish it as strategic mica, even though it is not the best.

Also to be noted is the general similarity of the Justice deposit to the nearby Charlies Ridge mine, which has produced much good mica. No obvious reason was seen for the apparent superiority of the Charlies Ridge as compared to the Justice.

Reviewed by
DMEA OPERATING COMMITTEE
8-26-57
(date)

On-Site Exam Rpt.

Considering all these angles, it appears to us that this deposit is worth a limited amount of exploration. The shaft site location should be subject to Field Team approval, but the U. S. Bureau of Mines Engineer, Mr. Shirley, says that a safe site can be located in spite of the high west wall of the open cut.

Robert A. Laurence

Robert A. Laurence
Executive Officer, DMEA
Region V

V. J. Lynch

V. J. Lynch, Member
Bureau of Mines

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD EXAMINATION REPORT

DMEA-4635, JUSTICE MINE
Avery County, N. C.
(mica)

OFFICIAL FILE COPY
DMEA
RECEIVED
DATE
CODE
130
220

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

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

Reviewed by
DMEA OPERATING COMMITTEE
8-26-57
(date)

August 20, 1957

FIELD EXAMINATION REPORT

DMEA-4635 (mica) JUSTICE MINE, Avery County, NC.

Applicant: Chester Stanley Hatcher, c/o Ingalls Rural Station, Newland, North Carolina.

SUMMARY

The Justice Mine was discovered prior to 1875, and worked for short intermittent periods in the 1870's, early 1900, 1929, 1935, 1936 and between 1953 and the present. No production is recorded during the World War II "Colonial Period." The Applicant has excavated the old Justice workings forming a large hillside open cut 200 by at least 150 feet by over 100 feet deep on the uphill side. A rather dangerous overhanging condition has been formed exemplified by the presence of a single block of pegmatite and country rock (35' x 30' x 25') which has fallen off the uphill wall into the cut. Pegmatite exposed in the uphill wall of the cut is in the form of a thick imbricate series of flat, concordant, southeast and southwest plunging lenses or lenticular apophyses of a larger unexposed pegmatitic mass. Sterrett in 1923, described the Justice mica as not being of the best quality, and the early operations as not paying well. This is substantiated by production recorded at the GSA Depot between 1953 and the present. A total of $2805.95 worth of full trimmed sheet was bought in this period, with an average value of $8.66 per pound, a content of 23.18% good stained or better grades of mica, and an indicated 1.33% recovery of sheet out of the mine run block. The Applicant has done a reported $1800 worth of work at the Justice Mine from which he recovered $378.79 worth of strategic mica and $58.80 worth of punch and scrap. Exploration is recommended.

INTRODUCTION

Location

The mine is located on the north slope of Charlies Ridge, at an elevation of approximately 3250 ft and 0.79 airline miles N81°W of the intersection of US Highway 19E and the Henson's Creek road at Spear, Avery County, North Carolina. The site can be reached by about 0.6 mile of good gravel and dirt jeep trail from the paved Henson's Creek road, and is located in the SE 1/9th of the Carvers Gap, N.C._Tenn. Quad. USGS-TVA Ed 1934, 208SE,1:24,000.

Mine History

At some time prior to 1875, the mine was discovered by John Justice, and worked by him for a period of about 2 years. His original work was to drive adits into the outcroppings of pegmatite. He subsequently sank a 55-foot deep shaft to the pegmatite from a point upslope from the outcroppings. From the bottom of the shaft, an incline following the plunge of one of the lenses of pegmatite was driven reportedly 200 feet to the south-southeast. The original shaft has been obliterated by the recent excavations, but its approximate position was noted from a location given by the Applicant. In 1906, a Dr. Buchanan drove a 200 foot adit from the hillside into the old workings. The work was reportedly complicated by soft and badly caved ground. Nothing remains to indicate where this adit was and no records are available as to any production. Some production was noted in 1929 and 1935-36 by Kesler and Olson (USGS Bulletin 936-A, 1942, Plate I, Table II). No other activity is known until 1953, when mica was sold to the GSA Depot from the site by Robert Gray and Ira Vance. In 1955, Young and Callahan gained access to the old Justice workings and drove a -20° incline parallel to and adjacent to the original incline to a reported depth of 125-150 feet. Production during this period accounts for 40% of the total sold to the GSA depot.

The Justice pegmatite structure and mineralogy are very similar to the Charles Ridge Mine which is about 800 feet south-southwest and has been described in an open file USGS report and map dated August, 1943, by J. M. Parker, III. Both the Justice

and Charlies Ridge Mines are briefly described by D. B. Sterrett (Mica Deposits of the United States, USGS Bull. 740, 1923, pp182-183.)

Examination:

The mine was originally examined March 21, 1957, but it was not until the middle of June that mapping of the existing workings could be completed. The Examiners were accompanied by the Applicant and a local miner who has been helping him at the site. About $1800 was reportedly spent by the Applicant in excavating the old Justice workings which has resulted in a large arcuate pit cut into a steep north sloping wooded hillside. The cut is about 250 feet long by at least 150 feet in the slope direction and over 100 ft deep along the uphill side of the cut. Remnants of the old stopes have provided a general undercutting of the lower 40-feet of the uphill side of the cut of as much as 15 ft for a distance of about 22 ft along the south margin of the cut. Caved remnants of the old Justice incline and the fairly recent Young and Callahan incline extend into the hill from the southeast margin of the overhung area (see map). The Applicant has driven an incline 26 ft in a S65°W to due west direction from the bottom of the cut. The incline is connected on the north by a partially caved old incline of unknown genesis. The portal of the Applicant's incline is practically under the brow of the overhanging portion of the cut. During the examination, fine material was intermittently falling into the cut from the slope above the overhung brow of the old excavated stopes. A large block of pegmatite with minor country rock, 35 by 25 by at least 30 ft in size has fallen from

the southwest wall of the cut at a point about 50 ft northwest of of the adit portal. There is indicated a general instability of the south and southwest wall of the cut in which is e xposed the only accessible pegmatite.

GEOLOGY

Pegmatite Structure

Pegmatite exposed in the south and southwest wall of the Justice opencut is in the form of a thick imbricate sequence of concordant southeast and southwest plunging lenses. The series aggregates at least 55 feet in thickness, with individual lenses 5 to at least 10 feet in thickness, each progressively offset to the west proceeding stratigraphically upwards. Whether the lenses are discrete structures or are lenticular apophyses of a larger unexposed pegmatitic mass is unknown, but such relationships do exist at the Arnold Rock and Charlie Hole Mine (DMEA-4517) which is about 3500 feet southwest of the site.

The enclosing rock is well-banded, medium-grained-quartz-muscovite-biotite gneiss with some interlayering high in the cut wall of an altered feldspathic gneiss. The structures are predominately concordant with the enclosing gneiss, but in detail, where the hangingwall contact arches upward, it may cut the foliate planes locally at a very acute angle. The strike of the hanging wall contacts rotate counterclockwise from N12°E in the west wall of the cut to N50°E in the southeast wall of the cut. The dip of the contact is low and undulatory, varying from 0 to 30° and

rotating in the same manner from west to southeast. Local undulations occur on the hangingwall contact whose axial traces plunge from 0 to 30° and rotate in the same way as the dip and strike from S65°W to S45°E. Mining at both the Justice and Charlies Ridge Mines has been conducted along the southeast plunge of such structures with an indicated continuity in that direction at least 10 times greater than the strike dimension normal to the plunge axis (see map section).

Mineralogy

Mineralogically, the pegmatite is a simple unzoned medium to medium-fine grained aggregate of oligoclase or andesine (Maurice reports plagioclase at the Charlies Ridge Mine to be Ab78An22), and varying proportions of relatively fine-grained interstitial quartz and fine green muscovite. Increasing grain size and proportions of quartz and muscovite have provided productive mica-bearing areas, particularly near the contacts rather than the center of the lenses. Parker reports that in the Charlies Ridge Mine, the crests of the lenses appear to have been more productive than the flanks. Fine disseminated garnet is occasionally found near the contacts and sericite is common along the feldspar-quartz and feldspar- muscovite interfaces. A single lenticular mass of quartz about 30-feet long and 6 ft thick is located in the crestal portion of the southeastern extremity of the uppermost exposed lens. This quartz does not appear to be related to any mica-rich areas, and is somewhat later than the pegmatite proper.

Muscovite

Muscovite contained in the Justice pegmatites is a fairly dark green color and in relatively thin books reportedly up to 6 x 8 inches across. A statistical breakdown of production during 1929 and 1935-36, indicates that the average of the hand cobbed mica is 2 x 2 inches across. The worst defects noted were a considerable amount of bending and cracking of the books with some ruling and fine mineral intergrowths (probably iron oxide).

RECORDED PRODUCTION

(1) 1929, 1935-36 — 218 lbs.clear; 112 lbs.stained; 2,895 punch

	Pounds	Price	Av.% G.S.	Av.$/lb.
10/20/53, Robt. Gray	---	$557.68	47.36%	-----
4/27/54 Ira Vance	---	229.30	33.96	-----
6/17/54 " "	---	226.69	---	-----
3/3/54 " "	14.62	138.28	33.24	9.46/lb
8/16-10/12/56, Young & Callahan (4 sales)	149.27	1135.89	16.99	7.60
* 11/26/57, C. D. Hill	23.69	284.00 +	45.14	11.98
* 1/15/57, C. S. Hatcher	8.12	94.79	37.22	11.67
---- J.G.Dillinger	11.25	139.32	37.77	12.38
		$2,805.95	23.18%**	8.66/lb.**

GSA Depot overall average price of ruby and non-ruby full trimmed bought during 1956 is $15.74/ lb.

* 300 lbs of punch ($28.95, and 1990 lbs of scrap ($29.85) sold in conjunction with above 2 sales of sheet.

Indicated 1.33% of the mine run block is of strategic grade. (31.81 lbs full trimmed sheet /2322 lbs sheet-punch and scrap) (** weighted average).

(1) Kesler & Olson, USGS. Bull.936-A, pp. 1-38.

CONCLUSIONS AND RECOMMENDATIONS

A thick series of lenticular pegmatites with an intermittent productive history dating back to before 1875 has been well exposed by the present applicant. The resulting open cut has a brow overhanging the only access to the pegmatite, but a ~~shaft~~ safe potal site can be located. Records of production from 1953 to the present indicate a low average value for the muscovite and a low recovery out of the block. Much of the total muscovite appears to be of scrap size and value. The nearby Charlies Ridge Mine, in an almost identical structural and mineralogical environment is considered to have been one of the regions largest producers of clear sheet muscovite. On the basis of evaluation of the recorded production the Justice does not appear to be as good as the Charlies Ridge, but does present a possible exploration target. Exploration recommended includes a 75-ft inclined shaft near the southwest end of the open cut, 100 ft drift and/or crosscut and 100 feet of percussion test holes.

COST ESTIMATES

Construct:

Toolhouse	$75.00	
Powder Magazine	25.00	
Exploder Magazine	15.00	$115.00

Drill. Percussion drill test holes, 100 feet @ .75¢/ft. 75.00

Sink 75 ft inclined shaft, ~~58~~ 5' x 7' in cross-section and timber where necessary, including installation of a ladderway (50 shifts).

Labor:

1 - Foreman-Miner @ $1.75/hr.n	$700.00
1 - Hoistman @ $1.50/hr.	600.00
1 - Laborer @ $1.00/hr.	400.00

Equipment (rental)

1 - Air compressor @ $150/Mo.	375.00
1 - Gasoline Hoist @ $50/Mo.	125.00
1 - Electric Pump(use allowence) @ $10/Mo.	25.00
1 - Air Rockhammer @ $40/Mo.	100.00

Supplies:

Gasoline and Oil	150.00
Drill Steel	135.00
Explosives	225.00
Timber - 1500 b.f. @ $65/M	97.00
Small tools, pipe, etc.	150.00
Sales tax	28.00
Liability Ins. & Social Sec.	204.00

($44.19/ft) Estimated Cost of shaft sinking..... $3,314.00

Drive 100 ft of drift and/or cross cuts, 5' x 7' in cross section, timbered where necessary (50 shifts).

Labor:

1 - Foreman-Miner @ $1.75/hr.	700.00
1 - Hoistman @ $1.50/hr.	600.00
1 - Laborer @ $1.00/hr.	400.00

Equipment (rental)

Air Compressor @ $150/Mo.	375.00
Single drum gasoline Hoist @ $50/Mo.	125.00
Air rock hammer @ $40.00/Mo.	100.00
Electric pump @ $10/Mo. (use allowance)	25.00
Air Jackleg @ $35/Mo.	88.00

Supplies

Gasoline and Oil	$188.00	
Explosives	275.00	
Drill Steel	150.00	
Timber - 1000 b.f. @ $65/M	65.00	
Small tools, pipe, etc.	115.00	
Sales Tax	24.00	
Liability Ins. & Social Sec.	204.00	
($34.34/ft) Estimated cost of drifting.....		$3,434.00
Total Estimated cost of project.....		$6,938.00

S. C. Bergman & E. L. Boudette, Geologists
Geological Survey

L. E. Shirley, Mining Engineer
Bureau of Mines

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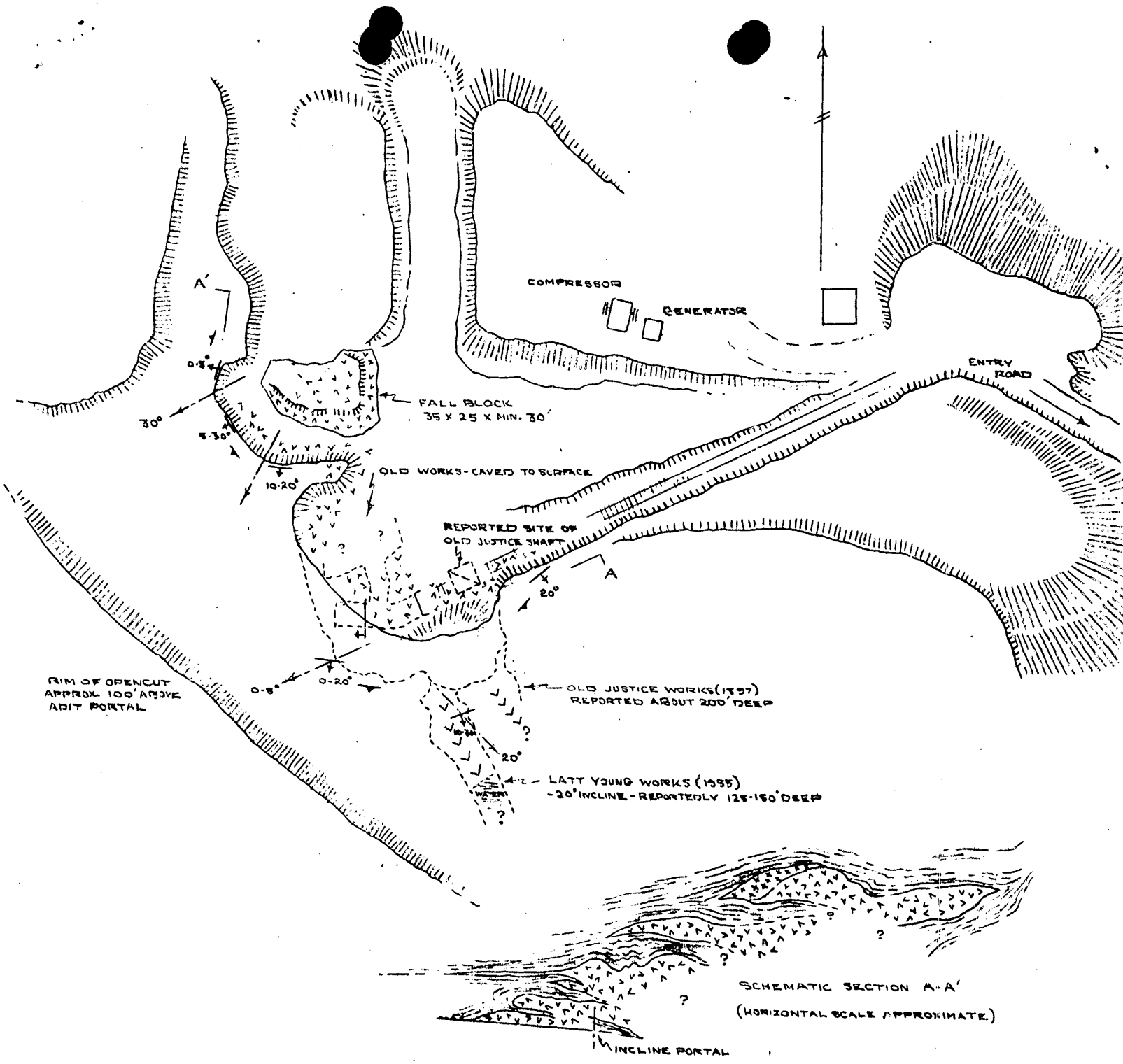

LEGEND

- PLAGIOCLASE-QUARTZ-MUSCOVITE PEGMATITE
- MASSIVE QTZ ZONE
- QTZ-MUSCOVITE-BIOTITE GNEISS
- STRIKE & DIP OF PEG. CONTACTS IN OPENCUT WALLS
- PLUNGE OF HW CONTACT CONVOLUTIONS
- OUTLINE OF UNDERGROUND WORKINGS
- INCLINATION OF WORKINGS
- EXCAVATION
- DUMP

JUSTICE MINE
AVERY COUNTY, NORTH CAROLINA
DMEA-4635 (MICA)

SCALE: 1" = 40'

SCB 7/57

July 2, 1957

Mr. Houk calling Mr. R. A. Laurence, Knoxville, Tennessee

Re: Docket No. DMEA-4635-Mica
Chester Stanley Hatcher
Justice Mine
Avery County, North Carolina

Mr. Laurence stated Mr. Bergman is on the fence whether to recommend a contract or not. We may get it in this week as he is working on the report now. It is not very clear cut. In a case like that it is better to let it go (denial).

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
5/15	Houk	600
5/17	Selfridge	130
	Dietrich	130
		130
5/17	Johnson	110
"	Whitlendorf	100
5/20	C	220
		600

600

MAY 17 1957

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

Re: Docket No. DMEA-4635-Mica
Chester Stanley Hatcher
Justice Mine
Avery County, North Carolina

Dear Mr. Laurence:

We are enclosing two copies of a letter from the applicant, dated March 30, 1957, giving the book and page of recording of his lease and the acreage of the total tract in Avery County, North Carolina.

Sincerely yours,

George C. Selfridge
(Signed)
Chairman, Operating Committee

Approved:
Frank D. Lamb (Signed)
Member, Bureau of Mines

Thor H. Kiilsgaard (Signed)
Member, Geological Survey

Enclosures 2

LGHouk:gad 5/15/57
Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

OFFICIAL FILE COPY
DMEA
RECEIVED APR 1 1957

DATE	INITIALS	CODE
4/1	C	220
4/2	K	600

Ingalls Sub Station
Route # 3
Newland, North Carolina
March 30, 1957

Mr. C. O. Mithendorf, Administrator
Defense Minerals Exporation Administration
United States Department of the Interior
Washington 25, D. C.

Dear Mr. Mithendorf:

Re: Docket No. DMEA-4635-Mica
Chester Stanley Hatcher
Justice Mine
Avery County, N. C.

Thank you for your letter of February 26th.

My lease consists of 14.6 acres which I obtained from the Vance-Guy Corporation. My lease is recorded in the Avery County Courthouse in Newland, N. C. This lease can be found in book # 53, page # 251, 252.

My 14.6 acreage is located within a tract of land owned by the Vance-Guy Corporation. Their total acreage is 68 acres which is recorded at the Avery County Courthouse in book # 52, page # 188.

Hoping this is the information you want, I remain

Very truly yours,

Chester Stanley Hatcher

Chester Stanley Hatcher

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
2/25	Houk	600
2/25	Selfridge	130
"	Johnson	110
26	Mittendorf	100
2/26	C	220
		600

600

FEB 26 1957

Mr. Chester Stanley Hatcher
Taylor Hotel
Spruce Pine, North Carolina

Re: Docket No. DMEA-4635-Mica
Chester Stanley Hatcher
Justice Mine
Avery County, North Carolina

Yours
Nelson

Dear Mr. Hatcher:

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

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

Please supply this office with the book and page of recording, and the total acreage in the tract of land within which the leased area is located.

Sincerely yours,

G. O. Mittendorf (fw)

Administrator

LGHouk:gad 2/25/57
Copy to: Admr. R. File
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
2/25	Houk	600
2/25	Selfridge	130
"	[illegible]	110
26	[illegible]	100
		220

600

FEB 26 1957

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

Re: Docket No. DMEA-4635-Mica
Chester Stanley Hatcher
Justice Mine
Avery County, North Carolina

Dear Mr. Laurence:

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

Copies of memoranda dated February 15 and 20, 1957, by Mr. N. E. Nelson, USGS, and Mr. W. F. Dietrich, USBM, respectively, relating to the project are enclosed. There is also enclosed a copy of the application for the use of the Field Team.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

P. F. Yopes
Member, Bureau of Mines

N. E. Nelson
Member, Geological Survey

Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

Enclosures 5

LGHouk:gad 2/25/57

8623

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

February 20, 1957

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA-4635 (mica)

Applicant: Chester S. Hatcher

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

Date Application Rec'd. by Br. of Ceramic & Fertilizer Materials: 2/14/57

Comments:

1. Applicant states he has excavated an extensive cross-cut 138 feet long, 22 feet wide, and 37 feet deep at one end as a result of test drilling.

2. According to applicant several veins have been cut by the bulldozing exploration.

3. Applicant further states that some mica was recovered and sold at the Spruce Pine, North Carolina, Depot, during exploration work.

4. This deposit appears to have possibilities for the development of strategic mica.

Recommendation:

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

W. F. Dietrich

W. F. Dietrich

OFFICIAL FILE COPY
DMEA
RECEIVED FEB 21 1957

DATE	INITIALS	CODE
2.21	C	220
		600

IN REPLY REFER TO:

OFFICIAL FILE COPY
DMEA
RECEIVED FEB 18 1957

DATE	INITIALS	CODE
2/19	C	220
		600

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

February 15, 1957
Re: DMEA 4635
Chester S. Hatcher
Justice Mine
Avery County, North Carolina
$6,223.68 - Mica

Memorandum

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

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

Subject: Review of application

The applicant requests assistance in exploring a pegmatite which has been exposed in a bulldozed trench. Some mica was recovered and sold but the quantity is not given.

The work proposed consists of 200 feet of drifting and/or crosscutting.

Referral of the application to the Field Team is recommended.

N. E. Nelson

N. E. Nelson

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

February 14, 1957

Mr. Chester Hatcher
Route #3, Newland,
North Carolina

Subject: DMEA-4635

Dear Mr. Hatcher:

Your application for exploration assistance, dated January, 1957 submitted to our office at Knoxville, Tennessee has been assigned Docket Number DMEA-4635 and referred to the Non Metallics Minerals Division in the Washington office. Kindly identify all future correspondence relating to your application by this Docket Number.

Sincerely yours,

Allen S. Dakan, Director
Operations Control and
Statistics Division

Copy to: 600
Region V

6416