Docket Copy

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Rubin 2/9/54

AMENDMENT No. 3

Contract Docket No. DMEA-2467, Idm-E 469, dated 22nd December 1952, between the UNITED STATES OF AMERICA and LIN CARPENTER and JAMES C. BUCHANAN, both of Spruce Pine, North Carolina, and N. E. MASHBURN, of Franklin, North Carolina, partners d/b/a MACON MICA MINERS, Franklin, N. C., is hereby amended as follows:

1. Article 3 is amended to read ".....; and shall bring the project to completion within a period of eighteen (18) months from date of this contract...." instead of twelve (12) months as written in amendment No. 2.

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 cost which the Government may be obligated to pay, under the provisions of Article 4 of the contract form.

Dated: December 21, 1953.

MACON MICA MINERS, INC.

By N E Mashburn
Partner

By Lin Carpenter
Partner

By James C. Buchanan
Partner

THE UNITED STATES OF AMERICA

By Robert A. Lawrence
Executive Officer, DMEA-Region VII

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DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
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Initials

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

AMENDMENT No. 2

Contract Docket No. 2467, Idm-2469, dated 22nd December 1952 between the UNITED STATES OF AMERICA and LIN CARPENTER and JAMES C. BUCHANAN, both of Spruce Pine, North Carolina, and N. E. MASHBURN of Franklin, N. C. partners, d/b/a MACON MICA MINERS, Franklin, N. C. is hereby amended as follows:

1. Article 3 is amended to read,".....; and shall bring the project to completion within a period of twelve (12) months from the date of this contract...." instead of nine (9) months as written in Amendment No. 2 dated May 15, 1953.

This amendment is necessary due to a break down of the machinery at the mine.

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 cost which the Government may be obligated to pay, under the provisions of Article 4 of the contract form.

Sept. 17, 1953.

MACON MICA MINERS, INC.

By Lin Carpenter
Partner

By James C. Buchanan
Partner

By N. E. Mashburn
Partner

THE UNITED STATES OF AMERICA

By Robert A. Lawrence
EXECUTIVE OFFICER
DMEA REGION VII

SM

United States
Department of the Interior
Defense Minerals Exploration Administration

Extension
Ed 1,51,53
Pr Pin

CONTRACT AMENDMENT No. I

Contract Docket No. 2467, Idm-E469, dated 22nd December 1952, between the UNITED STATES OF AMERICA and Lin M. Carpenter and James C. Buchanan, both of Spruce Pine, North Carolina, and N. E. Mashburn of Franklin, North Carolina, partners d/b/a MACON MICA MINERS, Franklin, N. Ce, is hereby amended as follows:

1. Article 3 is amended to read,".....; and shall bring the project to completion within a period of nine (9) months from the date of this contract....." instead of five (5) months as written in the original contract.

This amendment is necessary because inclement weather and difficulty in getting the proper equipment to the mine retarded the work.

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 cost which the Government may be obligated to pay, under the provisions of Article 4 of the contract form.

Dated; May 15, 1953

MACON MICA MINERS, INC.

By N. E. Mashburn
Partner

By John Phillips
Partner

By Lin Carpenter
Partner

THE UNITED STATES OF AMERICA

By Robert A. Lawrence
Executive Officer, DMEA
Field Team, Region 7

mm.

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

June 3, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Review of Amendment No. 1 - Docket No. DMEA-2467 - Mica
Macon Mica Miners
Mashburn Prospect
Macon County, North Carolina
Contract No. Idm-E469

Purpose: To amend Article 3 of the contract to allow nine months instead of five months for completion of the work.

Justification: Inclement weather and delay in getting proper equipment to the mine retarded the work.

Recommendation: The Nonmetallic Minerals Division concurs with the Field Team and recommends approval of the amendment as executed in the field May 15, 1953.

Stanley A. Feitler
Stanley A. Feitler
Nonmetallic Minerals Division

RECEIVED
JUN 4 1953
GENERAL COUNSEL
DEFENSE MINERALS
ADMINISTRATION

FILE COPY
SURNAME:

Feitler
Houk

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

June 3, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Review of Amendment No. 1 - Docket No. DMEA-2467 - Mica
Macon Mica Miners
Mashburn Prospect
Macon County, North Carolina
Contract No. Idm-E469

Purpose: To amend Article 3 of the contract to allow nine months instead of five months for completion of the work.

Justification: Inclement weather and delay in getting proper equipment to the mine retarded the work.

Recommendation: The Nonmetallic Minerals Division concurs with the Field Team and recommends approval of the amendment as executed in the field May 15, 1953.

Stanley A. Feitler
Nonmetallic Minerals Division

SAFeitler:gad 6/3/53

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

MF-200 (A)
(February 1952)

DOCKET NO. DMEA 467

COMMODITY Mica

Docket Copy
IDM-E 469

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 6 1953

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

EXPLORATION PROJECT CONTRACT[1]
(Short Form)

IT IS AGREED this 22nd day of December, 1952, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] Lin M. Carpenter and James C. Buchanan, both of Spruce Pine, North Carolina, and M. E. Mashburn of Franklin, North Carolina, partners d/b/a Macon Mica Miners, Franklin, North Carolina, c/o M. E. Mashburn, General Delivery, Franklin, North Carolina

hereinafter called the "Operator," as follows:

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 Macon, described ~~xxxxx~~ in Annex I

the Operator represents and undertakes:[4]

(*a*) ~~That the Operator is the owner in possession and entitled to possession and the property is subject to the following [illegible]~~

(*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] Mica

in or upon the described land; and shall bring the project to completion within a period of 5 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 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 $4680.00, which is 90 percent of $5,200.00 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:

(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

By O P Mitchenson
Administrator, Defense Minerals Exploration Administration

MACON MICA MINERS
(Operator)
M E Mashburn
Sam L. Phillips

By Lin Carpenter

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

MACON MICA MINERS
EXPLORATION PROJECT CONTRACT
DOCKET NO. DMEA-2467

EXHIBIT "A"

Description of the Work

The location, direction, and extent of the work described below are to be specified by the Government.

Trim to 5' x 7' cross-section, recondition, and timber the existing 40' shaft indicated on the attached map described in Annex I. Deepen this shaft, 40' also 5' x 7' in cross-section. Crosscut, if necessary, and drift along the pegmatite a total of 80' from the bottom of the shaft. The level work is to be approximately 5' x 6' in cross-section.

AGREED ESTIMATED COSTS

Trim, recondition, and timber existing shaft - 40 ft. @ $16.00/ft.	$ 640.00	
Deepen shaft - 40 ft. @ $40.00/ft. (exclusive of timber)	1,600.00	
Timber shaft with 2" cribbing - 40 ft. @ $8.00/ft.	320.00	
Drift and Crosscut 80 ft. @ $33.00/ft.	2,640.00	
Total Cost of the Project		$5,200.00
Government Participation @ 90%		$4,680.00

MACON MICA MINERS
EXPLORATION PROJECT CONTRACT
DOCKET NO. DMEA-2467

ANNEX I

The property referred to in Article 2 and on which the exploration is to be conducted is described as follows:

Beginning at the collar of the shaft marked "40'" on the map attached hereto and made a part hereof and entitled "Mashburn Prospect, Macon Co., N. C. - DMEA-2467"; thence 160 feet N 56° W to the property line and point of closure; thence along the property line 202 feet N 40° E; thence 380 feet S56° E; thence 400 feet S34° W; thence 420 feet N. 56° W; thence along the property line 202 feet N. 40° E. to the point of closure, being 3.7 acres more or less. The mica mining privileges to this land were obtained by the Operator under a lease dated August 9, 1951 from Eliza Cobb Grist and Paul Grist covering land of which the above is part. The land is described in the above lease as being situated on the waters of Iotla Creek in Macon County, North Carolina, and consisting of all the lands described in a deed from J. Frank Ray, Trustee, to M. D. Billings, dated September 15, 1923, and registered in the office of the Registrar of Deeds for Macon County, in Deed Book J4, page 229; and also all the lands described in a deed from N. L. Bernard and wife to Mrs. T. O. Havener and M. D. Billings, dated January 20, 1917, and registered in the office of the Registrar of Deeds for Macon County, in Deed Book X-3, page 571; and the lands described in a deed from W. R. Morgan and his wife, Ellen Morgan, to M. D. Billings, dated April 24, 1919, and registered in the office of the Registrar of Deeds for Macon County, in Deed Book I-4, page 270.

DMEA 2467

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 Macon, 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 1/ Lin M. Carpenter and James C. Buchanan of Spruce Pine, and N. E. Mashburn of Franklin, N. C.

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said Contract which are set forth on the reverse side hereof, the Government will acquire certain 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 and Operator to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to remove facilities, buildings, fixtures, and equipment, as provided in the Contract, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned.

2. The Government's percentage royalty on net smelter returns or other net proceeds realized from ore, concentrates, or metal produced within ten (10) years from the date of the Contract, and the Government's lien for the payment of said percentage royalty shall attach to the mineral deposit and the production therefrom in the amount of the Government's contribution, not in excess of 2/ $ 7,000.00, all upon the terms and conditions set forth in said 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 the said Contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

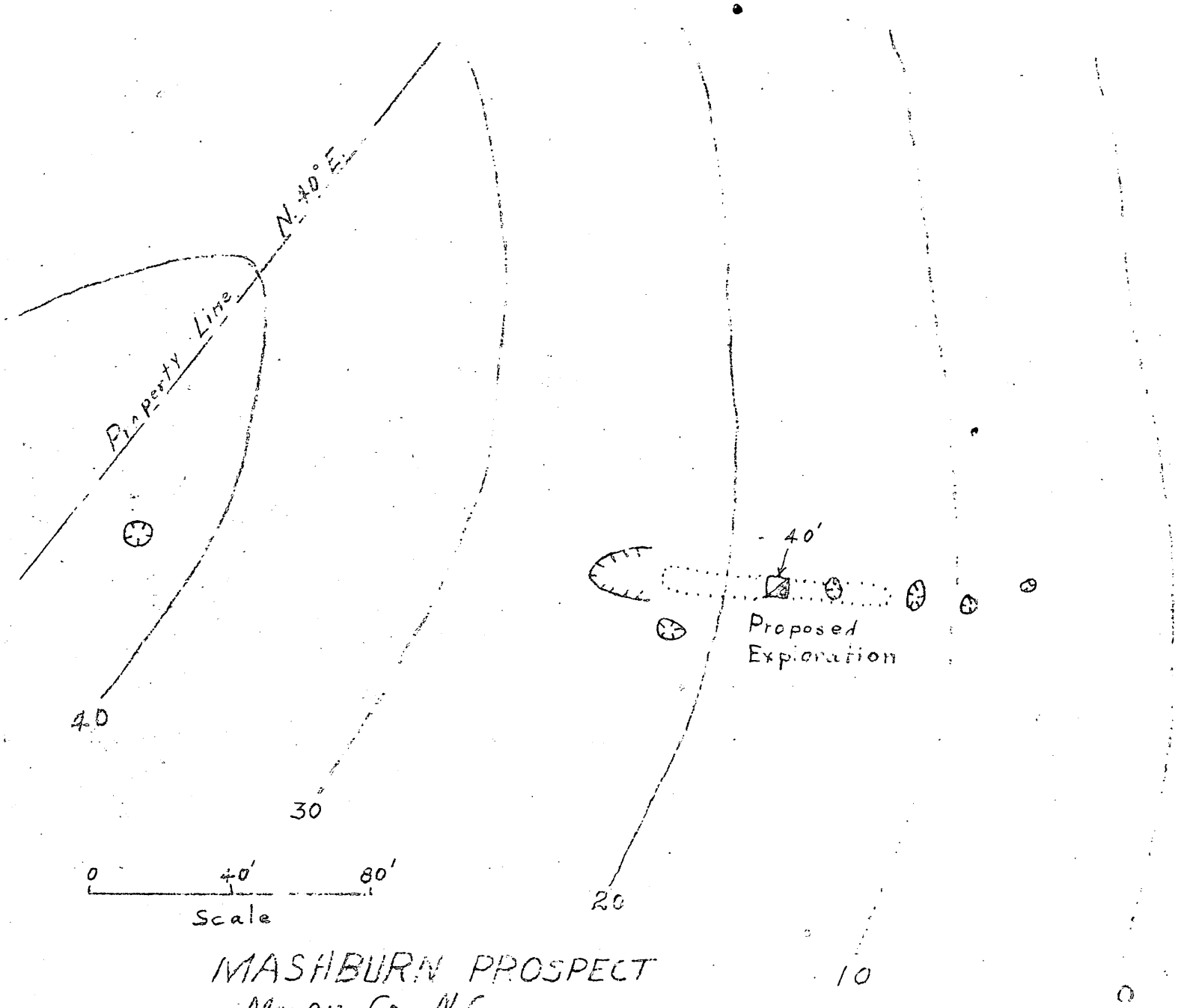
Dated this 2nd day of December, 1952.

Edna Cobb Grist

Paul L. Grist

1/ Insert the name of the Operator as it will appear in the Exploration Project Contract.

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



MASHBURN PROSPECT
Macon Co., N.C.
DMEA-2467

COPY COPY

March 12, 1952

I, J. C. Buchanan do hereby sell and transfer all my right title and interest to Sam Phillips, which I now have in a lease dated the 9th day of August 1951, now held in the name of Lin Carpenter, J. C. Buchanan and N. E. Mashburn, the lessors being Elisa Cobb Grist and Paul Grist.

Term of sale are as follows:

$1,500.00 Purchase price
1,000.00 Cash
500.00 Note to be paid in 90 days.

I further transfer all my right, title and interest to Sam Phillips in the mining machinery now owned by Lin Carpenter, N. E. Mashburn and J. C. Buchanan which includes a one-third interest in a 105 cu. ft. Ingersol Rand air compressor, 1 Jackhammer, approximately 1,400 feet of mining railing, 1 blasting machine and other items owned by the partners jointly in the mica mines in Macon County, North Carolina

Sam L. Phillips owns one-fourth interest in two explorations now pending on property mentioned above and I hereby transfer my one-fourth interest in said exploration contract to Sam Phillips.

Witness: s/ J. C. Buchanan (Seal)

s/ J. M. Ellis

Copied
by zm.
1-2-53

DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMEA ~~DMA~~ Docket No. 2467

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 PROJECT

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

Copies to USBM, USGS, & Region VII.

To:	Code 600, Rm. 4637	Date	4-3-52
To:	Feitler	Date	4-3-52
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To:	Open Com	Date	12- - 52.
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DO NOT DETACH

CONTROLLED DOCUMENT

DOCKET FILE COPY
Surname:
Anderson
Houk
Talbert
Autry
Hartland
Sellwood
Blighton

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

JUN 23 1954

Mr. N. E. Mashburn
Macon Mica Miners
Franklin, North Carolina

Re: Docket No. DMEA-2467 - Mica
Macon Mica Miners
Mashburn Prospect
Macon County, North Carolina
Contract No. Idm-2469

Dear Mr. Mashburn:

We are pleased to advise you that your performance of exploration work under the subject contract has been acceptable to the Government, and the account relating thereto has been closed. The final audited and settled account shows:

Total claimed for units of work performed	$5,200.00
Total Government contribution at 90 percent	$4,680.00

Your attention is called to the provision of the contract which requires you to keep and preserve your records and accounts of this transaction for a period of three years for possible future reference.

We sincerely regret that the work performed did not result in a certification of discovery or development under the provisions of the exploration contract. In the absence of such certification, the Government retains no claim or lien against the property or any production therefrom.

The Government is grateful for your participation in the exploration program of the Defense Minerals Exploration Administration.

Sincerely yours,

C. Q. Mittendorf (fw)

Administrator

WCAnderson:gad 6/18/54
Copy to: Admr. R. File
Docket File
Mr. Dietrich, 3061
Mr. Larrabee, G-232 GSA Bldg.
Mr. Chambers
Field Team, Region VII
Mr. Houk
Paul L. and Eliza Cobb Grist (attached to Region VII 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 June 18, 1954

1. Docket No. DMEA-2467 - Mica
Contract No. Idm-E469
Mashburn Prospect
Macon County, North Carolina

Operators: Macon Mica Miners
c/o N. E. Mashburn
Franklin, North Carolina

Operator's property rights:
Lease and option dated August 9, 1951
Owner's Consent to Lien dated December 2, 1952

2. Contract - dated December 22, 1952

Work authorized:

Recondition 40 feet of shaft @ $16.00/ft.	$ 640.00
Sink 40 feet of shaft @ $40.00/ft.	1,600.00
Timber 40 feet of shaft @ $8.00/ft.	320.00
Drive 80 feet of drift and crosscut @ $33.00/ft.	2,640.00
Total cost of project	$5,200.00
Government participation @ 90%	$4,680.00

Amendments:
No. 1, 5/15/53 - Extends completion date from 5 mos. to 9 mos.
No. 2, 9/17/53 - Extends completion date from 9 mos. to 12 mos.
No. 3, 12/21/53 - Extends completion date from 12 mos. to 18 mos.

Work completed: Same as authorized.

Work began on May 11, 1953, and was completed on March 19, 1954.
Field Team Final Report received April 28, 1954.
Operator's Final Report received April 30, 1954.

3. Audit - certificate issued May 11, 1954 (no exceptions).

Accepted cost	$5,200.00
Government participation	$4,680.00

4. Certification of discovery - none issued.

5. Comments:

How conducted - Work was done efficiently and according to good mining practice.

Operation - good.

Engineering - Narrative portion of Operator's reports were inadequate.

Geological premise - The premise that the pegmatite would continue was not substantiated by the exploration work since it pinched out immediately in each of two opposite directions from the bottom of the shaft and the mica found was not of strategic quality.

Geological criteria on which work was based:

1. Nearly vertical conformable pegmatite enclosed by biotite gneiss ranging in thickness from 18 inches to 6 feet.
2. Occurrence of strategic quality mica up to 4 inches in diameter.

Criteria developed during project:

1. Two pegmatites:
   (a) Zoned pegmatite which thinned from 7 feet to 1 foot containing small and poor quality mica.
   (b) Conformable pegmatite 6-18 inches thick containing only "burr mica".
2. No production during operation.

Future possibilities: Remote for occurrence of strategic mica.

Recommendations:

The Nonmetallic Minerals Division concurs with the field team that a certification of discovery should not be issued nor is additional exploratory warranted. The Geological Survey and the Bureau of Mines are in agreement.

Talbot
Clearance

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

MAY 11 1954

Mr. Robert A. Laurence
Executive Officer
DMEA Field Team, Region VII
Room 13, P. O. Building
Knoxville 2, Tennessee

Re: Idm-E469, DMEA-2467
Mason Mica Mineral

Dear Mr. Laurence:

Reference is made to your letter of May 7, 1954, returning for correction a Report of Review covering the subject contract.

Your courtesy in calling our attention to the error is sincerely appreciated. A revised Report of Review is enclosed.

Sincerely yours,

(Signed) J. L. Chambers

Jay L. Chambers, Chief
Contract Administration
and Audit Division

Encl.
EDTar/wb 5-11-54
Copy to Docket
Admr. Reading File
Mr. Chambers

R.C.S.

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

Defense Minerals Administration
RECEIVED
MAY 7 - 1954

May 7, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2467

Contract Number: Idm E-469

Applicant: Macon Mica Miners

Name and Location of Property: Mashburn Prospect
Macon County, North Carolina

Date of Field Team Final Report: April 26, 1954

Date Rec'd. by Ceramic & Fertilizer Materials Br.: May 4, 1954

Field Team Recommendation:

1. No certification of discovery or development.

Comments:

1. Exploration by 40-foot extension of 40-foot shaft and 93 feet of lateral work.

2. No strategic quality mica was encountered.

3. Total expenditures -

Total approved	$5,200
Total cost	5,200
Gov't. share of cost	4,680
Value	None

Recommendation:

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

W. F. Dietrich

W. F. Dietrich

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.
ROOM 3, POST OFFICE BLDG.
KNOXVILLE 2, TENN.

Defense Minerals Administration
RECEIVED
MAY 3 1954

April 30, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: R. A. Laurence, Executive Officer, DMEA - Region VII

Subject: Operator's Final Report on DMEA-2467, Idn-E 469 (mica)
Macon Mica Miners (Mashburn Prospect) N. C.

Transmitted herewith are 4 copies of the Operator's Final Report on the subject exploration project.

D. H. Amos

D. H. Amos, for R. A. Laurence

Department of the Interior
Defense Minerals Administration
RECEIVED
MAY 3 - 1954

Spruce Pine, North Carolina
April 26, 1954

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

Re: DMEA - 2467 (Mica)
Mashburn Prospect, Final Report

Dear Mr. Laurence:

The following will serve as a final report on the above listed prospect:

Work began during the first quarter of 1953 on the Mashburn prospect. We rehabilitated 40 feet of existing shaft, then sank the shaft an additional 40 feet, making a total of 80 feet of shaft, at which point we contacted a very small mica vein. At the 80 foot level we drove a drift 15 feet S. W. and did not pick up any vein. Then we drove a drift 51 feet. N. W. and were in a small mica vein about 38 feet of this distance, at which point the vein pinched out and never re-occurred. The mica recovered from this drift was not of stock pile quality.

We then drove a drift 15 feet N. E. and picked up another small vein which was possibly a continuation of the vein that we were on as we drifted N. W. At about a ten foot distance in the N. E. drift we drilled test holes and slabbed off the side of the drift and the vein completely cut out. We then extended the 15 ft. drift to the N. E. an additional 15 feet on a S. E. direction. We found a small mica vein about 4 in. thick which carried no mica at all.

We wish to thank the government engineers for their cooperation on this project. If there is any further information that you need, please let us know.

Very truly yours,

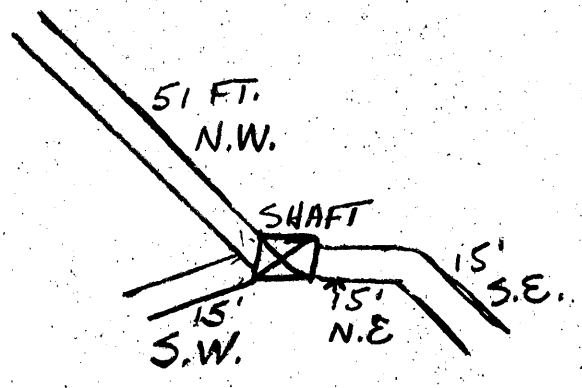
Sam L. Phillips

Sam L. Phillips

SLP/mb
Sketch attached

RECEIVED
APR 30 1954
U. S. Geological Survey
Geologic Division
Knoxville, Tenn.

MASHBURN
PROSPECT



COPY

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
RECEIVED
MAY 3 - 1954

April 29, 1954

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2467 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey.
Applicant: Macon Mica Miners, Franklin, N. C.
Name of property: Mashburn Prospect
Location of property: 3.5 mi. NW of Franklin, N. C.
Date of field team report: April 14, 1954.
Authorship of field team report: K. H. Teague, L.E. Shirley, and D. H. Amos.
Field team's recommendation: Termination of contract with no certification of discovery. No additional work justified.

Comments: No mica of strategic quality--all badly damaged.

ACTION RECOMMENDED: Follow field team's recommendation.

D. M. Larrabee

D. M. Larrabee

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SECRETARY
~~WASHINGTON, D.C.~~
Room 13, Post Office Bldg.
Knoxville 2, Tenn.

COPY

April 26, 1954

Memorandum

To: Operating Committee, D M E A - Washington

From: Field Team, D M E A - Region VII

Subject: Final Report, DMEA-2467, Idm-E 469 (mica) Macon Mica Miners, Mashburn Prospect - Macon County, N. C.

Transmitted herewith are 4 copies of the Field Teams Final Report on the subject exploration project contract which was completed on March 19, 1954.

The Field Team agrees with the conclusion of the examiners, that certification of discovery should not be issued and that further exploration is not advisable.

/s/ Robert A. Laurence
Executive Officer
DMEA Region VII

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

Reviewed by
DMEA OPERATING COMMITTEE
5-3-54
(date)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 28 1954

UNITED STATES

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT
FIELD TEAM, REGION VII
On

DMEA-2467, MASHBURN PROSPECT
(mica)
Macon County, N. C.

By

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

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

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

April 14, 1954

Reviewed by
DMEA OPERATING COMMITTEE
5-3-1954
(date)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 28 1954

FINAL REPORT
On
MASHBURN PROSPECT- DMEA-2467
Idm-E 469 - (mica)

Operator: Macon Mica Miners, c/o N. E. Mashburn, Franklin, N. C.

Work completed under the contract consisted of trimming and timbering an existing 40-foot vertical shaft, extending and timbering this shaft an additional 40 feet, and driving 80 feet of laterals. As no commercial deposit of mica was discovered no certification of discovery should be issued nor is additional exploratory work warranted.

The Mashburn Prospect is located about 3.5 miles northwest of Franklin, Macon County, North Carolina.

Work began on May 11, 1953 and was completed on March 19, 1954. An existing 40-fooot vertical shaft was trimmed to 5' x 7' in cross section and timbered. This shaft was extended and timbered an additional 40 feet. A total of 93 feet of lateral work was done from the 80-foot level; 13 feet of which was done at the Operator's expense. The laterals consisted of 51 feet of drift to the northwest, 30 feet of drift and crosscut to the northeast and 12 feet of drift to the southwest.

A zoned pegmatite, "anchor-shaped" in plan (see attached map), is exposed in the laterals near the shaft and in the northwest drift. It is essentially conformable to the foliation of the wall rock, a biotite schist, in the northwest drift but is disconformable in that portion exposed in the northeast and southwest drifts. The northwest extension of the pegmatite dips 70-75° S.W. and thins from about 7 foot near the shaft to 1 foot in the heading of the drift. Abundant slickensides on the wall rock contacts indicates that this extension of the pegmatite has been emplaced along a fault. The southwest extension of the pegmatite pinches out about 12 feet from the shaft and the northeast extension about 10 feet from the shaft. The pegmatite consists of kaolinized feldspar, quartz, biotite and muscovite. The mica is concentrated along the footwall of the pegmatite and is small, badly cracked and curved, and considerably mineral-stained. None is of strategic quality. A second pegmatite is exposed in the northeast lateral. It is 6-18 inches thick and is conformable. The strike of this pegmatite is N. 70° W and the dip is 55° SW. Only "burr-mica" is present in this pegmatite.

Expenditures:

(a)	Total approved	$5,200.00
(b)	Total cost of project	5,200.00
(c)	Government's share of cost	4,680.00
(d)	Government's share unexpended - none	
(e)	Value of production during operation - none	

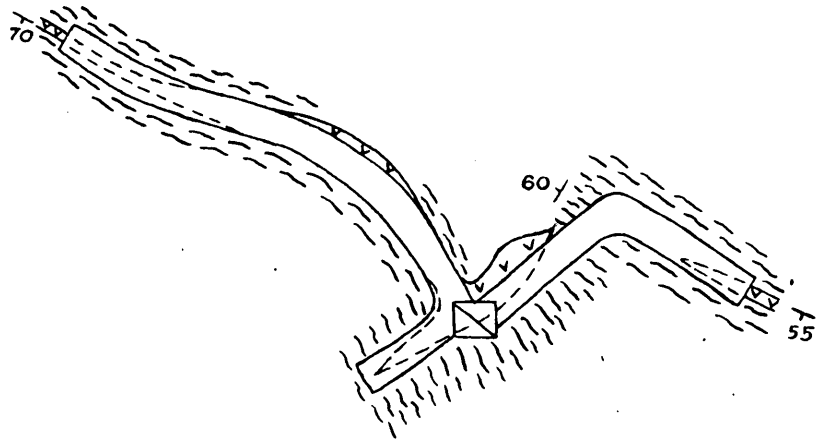
The project was conducted in a satisfactory and efficient manner. No equipment was purchased under the contract.

April 14, 1954.

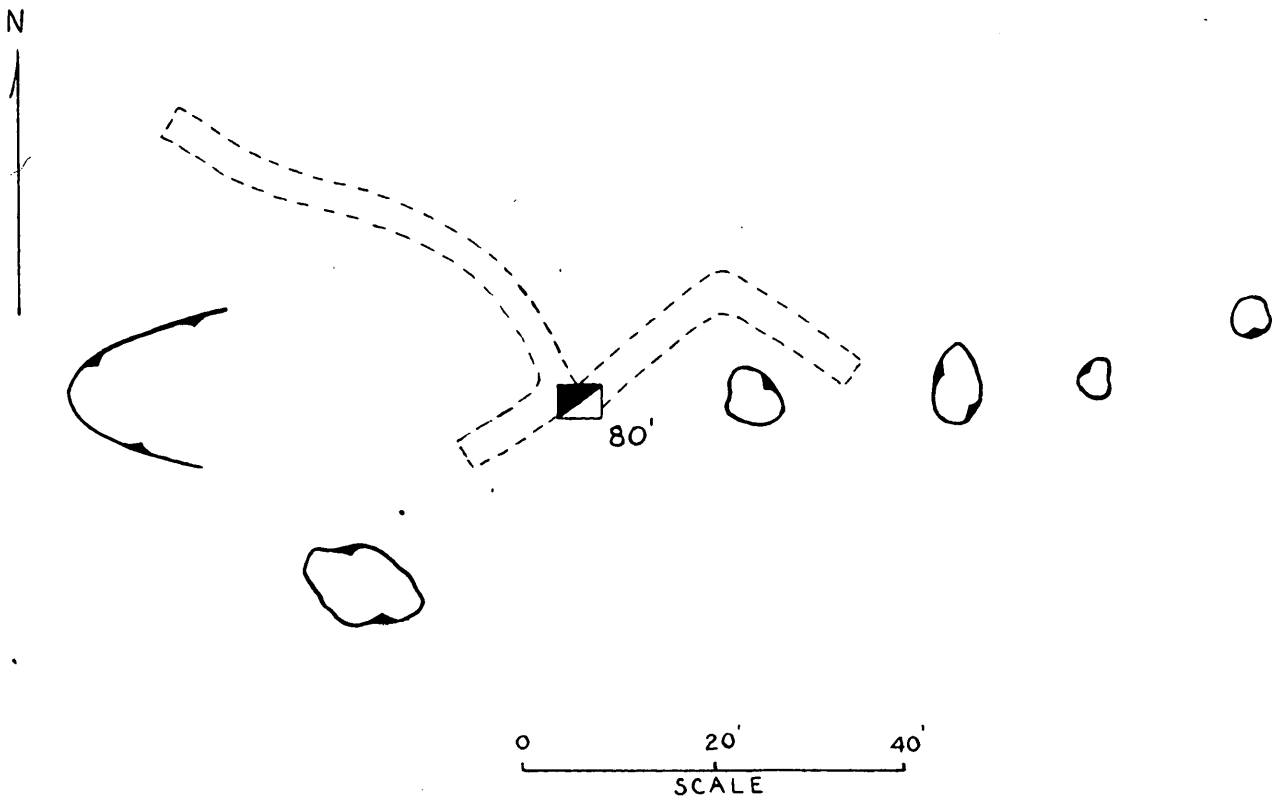
K. H. Teague and D. H. Amos, Geologists
U. S. Geological Survey

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

z



PLAN OF LEVELS



MASHBURN PROS.

MACON CO., N.C.

DMEA-2467

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

Defense Minerals Ad
RECEIVED
APR 28 1954

April 26, 1954

Memorandum

To: Operating Committee, D M E A - Washington

From: Field Team, D M E A - Region VII

Subject: Final Report, DMEA-2467, Idm-E 469 (mica) Macon Mica Miners, Mashburn Prospect- Macon County, N. C.

Transmitted herewith are 4 copies of the Field Teams Final Report on the subject exploration project contract which was completed on March 19, 1954.

The Field Team agrees with the conclusion of the examiners, that certification of discovery should not be issued and that further exploration is not advisable.

Robert A. Laurence

Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION VII

W A Beck

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

Defense Materials Administration
RECEIVED
APR 5 - 1954

Spruce Pine, North Carolina
April 26, 1954

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

Re: DMEA - 2467 (Mica)
Mashburn Prospect, Final Report

Dear Mr. Laurence:

The following will serve as a final report on the above listed prospect:

Work began during the first quarter of 1953 on the Mashburn prospect. We rehabilitated 40 feet of existing shaft, then sank the shaft an additional 40 feet, making a total of 80 feet of shaft, at which point we contacted a very small mica vein. At the 80 foot level we drove a drift 15 feet S. W. and did not pick up any vein. Then we drove a drift 51 feet. N. W. and were in a small mica vein about 28 feet of this distance, at which point the vein pinched out and never re-occurred. The mica recovered from this drift was not of stock pile quality.

We then drove a drift 15 feet N. E. and picked up another small vein which was possibly a continuation of the vein that we were on as we drifted N. W. At about a ten foot distance in the N. E. drift we drilled test holes and slabbed off the side of the drift and the vein completely cut out. We then extended the 15 ft. drift to the N. E. an additional 15 feet on a S. E. direction. We found a small mica vein about 4 in. thick which carried no mica at all.

We wish to thank the government engineers for their cooperation on this project. If there is any further information that you need, please let us know.

Very truly yours,

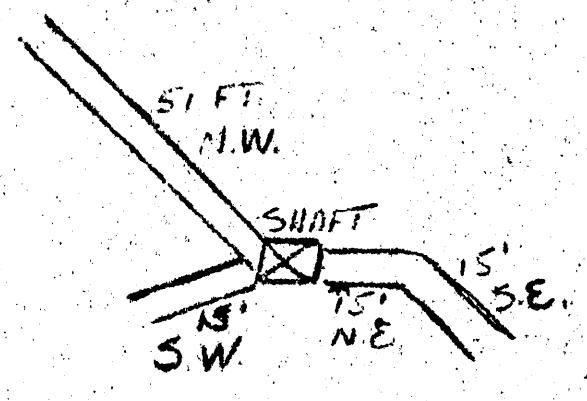
Sam L. Phillips

SLP/mb
Sketch attached

APR 30 1954
RECEIVED

RECEIVED
APR 30 1954
Knoxville, Tenn.

MASHBURN
PROSPECT



COPY

Strategic Minerals Administration
RECEIVED
MAY 3 - 1954

Spruce Pine, North Carolina
April 26, 1954

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

Re: DMEA - 2467 (Mica)
Washburn Prospect, Final Report

Dear Mr. Laurence:

The following will serve as a final report on the above listed prospect:

Work began during the first quarter of 1953 on the Washburn prospect. We rehabilitated 40 feet of existing shaft, then sunk the shaft an additional 40 feet, making a total of 80 feet of shaft, at which point we contacted a very small mica vein. At the 80 foot level we drove a drift 15 feet S. W. and did not pick up any vein. Then we drove a drift 51 feet. N. W. and were in a small mica vein about 38 feet of this distance, at which point the vein pinched out and never re-occurred. The mica recovered from this drift was not of stock pile quality.

We then drove a drift 15 feet N. E. and picked up another small vein which was possibly a continuation of the vein that we were on as we drifted N. W. At about a ten foot distance in the N. E. drift we drilled test holes and slabbed off the side of the drift and the vein completely cut out. We then extended the 15 ft. drift to the N. E. an additional 15 feet on a S. E. direction. We found a small mica vein about 4 in. thick which carried no mica at all.

We wish to thank the government engineers for their cooperation on this project. If there is any further information that you need, please let us know.

Very truly yours,

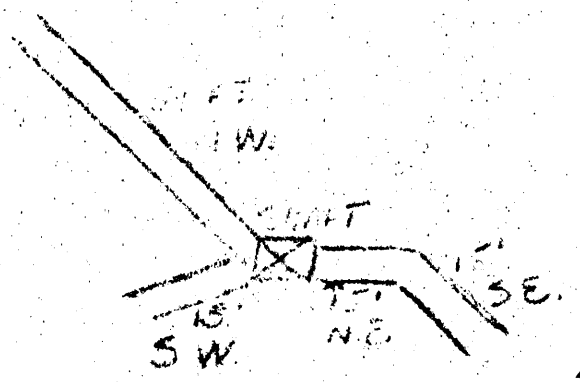
Sam L. Phillips

SLP/mb
Sketch attached

APR 30 1954
RECEIVED

RECEIVED
APR 3 0 1954
U. ... Survey
Geologic Division
Knoxville, Tenn.

WASHBURN
PROJECT



COPY

INTERIM REPORT

DMEA-2467, Idm-E469 (mica) MASHBURN PROSPECT

OPERATORS: Macon Mica Miners, c/o N. E. Mashburn, Franklin, N. C.

LOCATION: Near the crest of a low ridge about 3.5 miles northwest of Franklin, Macon County, N. C. It is in the general vicinity of the Burke-John and Iotla-Bowers Mines.

This project has been completed and all work as outlined under Exhibit "A" of the contract has been expended without making a discovery of strategic mica. Most of the drift work was accomplished in pegmatite composed of quartz and feldspar that yielded only scattered small sizes of mica.

Work completed consisted of trimming, reconditioning and timbering an existing 40 ft. shaft to 5' x 7' in cross section, and deepening this shaft an additional 40 feet. The shaft was well cribbed for 80 feet with 2" oak timber and a separate manway with ladders and landings was installed to the shaft bottom. Turnoff was made to the southwest and 12 feet of drift was driven. The operators were advised to change the direction of drift at this point and after a delay of a few months, work was resumed on this drift. The drift upon completion totaled 54 feet and varied in direction from S 30° W to N 75° W. Work was discontinued after the pegmatite narrowed to a few inches in thickness. A new drift was started to the northeast and was driven for 30 feet in both pegmatite and country rock. Some slabbing was accomplished later on the first 15 feet of work, which showed that the pegmatite was not continuous.

The operator was cooperative and followed the field examiners suggestions rather closely on this contract. The operator did not indicate that any additional exploration would be attempted at his own expense.

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 6, 1954

INTERIM REPORT

DMEA-2467 Idm-E469 (mica) MASHBURN PROSPECT

OPERATOR: Macon Mica Miners, c/o N. E. Mashburn, Franklin, N. C.

LOCATION: Near the crest of a low ridge about 3.5 miles northwest of Franklin, Macon County, N. C. It is in the general vicinity of the Burke-John and Iotla-Bowers Mines.

Drifting is nearing completion on this contract. New work was begun from the shaft bottom to the northeast in pegmatite. The drift followed a N 50° E direction for 15 feet and was gradually turned to S 60° E for an additional 15 feet, most of the latter in country rock. A narrow stringer of pegmatite, 8 to 20 inches in thickness, can be observed in the present face. The first 15 feet of this drift was driven in pegmatite consisting of feldspar, quartz, and medium sized blocks of muscovite mica. It was suggested to the operator that he return to this point and continue the drift in pegmatite until completion of the contract, a distance of approximately twenty feet, including necessary slabbing.

L. E. Shirley

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

K. H. Teague Dewey H. Amos

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

March 23, 1954

INTERIM REPORT

DMEA-2467 Idm-E469 (mica) MASHBURN PROSPECT

OPERATORS: Macon Mica Miners, c/o N. E. Mashburn, Franklin, N. C.

LOCATION: Near the crest of a low ridge about 3.5 miles northwest of Franklin, Macon County, N. C. It is in the general vicinity of the Burke-John and Iotla-Bowers Mines.

Drifting continues on this contract and now totals 51 feet. The pegmatite has narrowed considerably for the last 10 feet and it was suggested that no additional drift be driven in this direction. A new drift will be started to the east from the shaft bottom immediately in an effort to pick up a mica "shoot" in that direction. Material encountered in previous drifting has consisted of kaolinized feldspar, quartz, biotite and muscovite mica. The mica in the present N 70° W heading appears to have undergone movement and is badly bent, crushed and cracked.

Safety suggestions made at the time of the last examination have been acted upon. Progress on this contract is satisfactory.

L. E. Shirley

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

K. H. Teague D. H. Amos

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

March 9, 1954

INTERIM REPORT

DMEA-2467 Idm-E469 (mica) MASHBURN PROSPECT

RECEIVED 1954

OPERATOR: Macon Mica Miners, c/o N. E. Mashburn, Franklin, N. C.

LOCATION: Near the crest of a low ridge about 3.5 miles northwest of Franklin, Macon County, N. C. It is in the general vicinity of the Burke-John and Iotla-Bowers Mines.

Work has resumed on this contract after a delay of about six months. Approximately 15 feet of drift was driven S 30° E and work was discontinued temporarily. Combined drifting now totals 35 feet from the shaft turnoff and the present heading is being driven about N 75° W in pegmatite material. The body is 6 to 7 feet wide and is composed of feldspar, quartz and scattered mica. The quality of the mica observed was not too good. Work will continue in this same general direction until another examination can be made. Recent progress has been good.

Mr. W. A. Beck, member of the DMEA Field Team, Region VII, 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

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

February 23, 1954

FILE COPY
Surname:
Anderson
~~Lawrence C. Houk~~

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

N.S. in R.R. February 3, 1954

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Amendment No. 3 - Docket No. DMEA-2467 - Mica
Macon Mica Miners
Mashburn Prospect
Macon County, North Carolina
Contract No. Idm-E469

This amendment extends the completion date from December 22, 1953, to June 22, 1954, and is justified because of a breakdown of machinery at the mine.

The Nonmetallic Minerals Division concurs in the amendment as written and executed by the Executive Officer, DMEA Field Team, Region VII.

(S)
W. C. Anderson
Nonmetallic Minerals Division

WCAnderson:ag 2/3/54

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

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

29

February 3, 1954

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Amendment No. 3 - Docket No. DMEA-2467 - Mica
Macon Mica Miners
Mashburn Prospect
Macon County, North Carolina
Contract No. Idm-E469

This amendment extends the completion date from December 22, 1953, to June 22, 1954, and is justified because of a breakdown of machinery at the mine.

The Nonmetallic Minerals Division concurs in the amendment as written and executed by the Executive Officer, DMEA Field Team, Region VII.

W. C. Anderson
W. C. Anderson
Nonmetallic Minerals Division

RECEIVED
FEB 5 - 1954
GENERAL COUNSEL
DEFENSE MINERALS
ADMINISTRATION

FILE COPY
SURNAME:

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

600

JAN 12 1954

Anderson
Houk
Selfridge
Thayer
Wetherby

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

Subject: Docket No. DMEA-2467 - Mica
Macon Mica Miners
Mashburn Prospect
Macon County, North Carolina
Contract No. Idm-E469

Dear Mr. Laurence:

Reference is made to the subject contract the completion date of which is December 22, 1953.

As we have not received an amendment extending this date, will you please prepare and execute an amendment allowing a sufficient length of time to complete the work outlined under the contract, if warranted and you approve.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (24B)

Approved:

J. H. Hedges (24B)
Member, Bureau of Mines

T. P. Thayer (24B)
Member, Geological Survey

WCAnderson:gad 1/8/54
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.G.L. 1-12-54

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 43, POST OFFICE BLDG.
KNOXVILLE 2, TENN.

Department of the Interior
Defense Minerals Administration
RECEIVED
JAN 12 1954

January 11, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region 7

Subject: DMEA-2467, Idm-E 469. Macon Mica Miners. Amendment No. 3.

Transmitted herewith are three copies of the above subject amendment. The usual distribution of the other signed copies has been made.

Robert A. Laurence

Robert A. Laurence

zm

RECEIVED
FEB 5 1954
GENERAL COUNSEL
DEFENSE MINERALS
ADMINISTRATION

FILE COPY
SURNAME:

Anderson
Houk
Selfridge
Dietrich
Mottendorf

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

NOV 2 1953

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

Subject: Docket No. DMEA-2467 - Mica
Macon Mica Miners
Mashburn Prospect
Macon County, North Carolina
Contract No. Idm-2469

Dear Mr. Laurence:

Reference is made to your letter of October 23, 1953, concerning Amendment No. 2 to the subject contract.

Please refer to our letter of October 21, 1953, and note that we stated the typographical error occurred in the last line of the second paragraph and not in the title of Amendment No. 2. The last line reads: "instead of nine (9) months as written in Amendment No. 2 dated May 15, 1953". This should be "Amendment No. 1 dated May 15, 1953".

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee

Approved:

J. H. Hedges
Member, Bureau of Mines

T. P. Thayer
Member, Geological Survey

WCAnderson: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.F.
11-2-53

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

DOCKET COPY

WASHINGTON 25, D.C.
EXECUTIVE OFFICER
DMEA REGION VII
Knoxville, Tenn.

October 23, 1953

Mr. George C. Selfridge, Chairman
Operating Committee, DMEA
Dept. of the Interior
Washington 25, D. C.

Re: Docket No. DMEA-2467 - Mica
Macon Mica Miners
Mashburn Prospect
Macon County, North Carolina
Contract Idm-E 469

Dear Mr. Selfridge:

Please refer to your letter of October 21 concerning subject contract.

Amendment No. I, dated May 15, 1953 extended the time of this contract, copies were transmitted to you on May 25, therefore, Amendment dated September 17, 1953 is properly titled Number 2. Please re-correct the copies in the Washington office.

Yours very truly,

Robert A. Laurence

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

FILE COPY
SURNAME

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION 608
WASHINGTON 25, D. C.

Anderson
Houk
Larrabee
Selfridge
Edmunds

OCT 21 1953

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

Subject: Docket No. DMEA-2467 - Mica
Macon Mica Miners
Mashburn Prospect
Macon County, North Carolina
Contract No. Idm-2469

Dear Mr. Laurence:

Reference is made to Amendment No. 2 to the subject contract.

Please note typographical error in second paragraph, "Amendment No. 2 dated May 15, 1953". This should read "Amendment No. 1". We have made the correction on the copies in the Washington Office, so you will need only to make the correction on the copies held in your office and by the Operator.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (WCA)

Approved:

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

D. M. Larrabee
Member, Geological Survey (WCA)

Corrections made

WCAnderson:gad 10/20/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

Mr. Chambers

R.C.G. 10-21-53

FILE COPY
SURNAME: 9.0

Anderson
Houk
Farrar

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

October 20, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Amendment No. 2 - Docket No. DMEA-2467 - Mica
Macon Mica Miners
Mashburn Prospect
Macon County, North Carolina
Contract No. Idm-E469

The purpose of this amendment is to extend the completion date from September 22, 1953 to December 22, 1953. This amendment is necessary because of a breakdown of the machinery at the mine.

The Nonmetallic Minerals Division concurs in the amendment as written and executed by the Executive Officer, DMEA Field Team, Region VII.

SIGNED

W. C. Anderson
Nonmetallic Minerals Division

WCAnderson:gad 10/20/53
Copy to: Admr. R. File
Docket File
Mr. Houk

R.C.G. 10-21-53

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 16 1953

October 14, 1953

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region 7

Subject: Signed Copies of Amendment No. 2 on DMEA-2467, Idn-E 469 (mica)

Transmitted herewith are 3 signed copies of the subject amendment. The usual distribution of the other copies has been made.

Robert A. Laurence
Robert A. Laurence

zm

RECEIVED
NOV 13 1953
GENERAL COUNSEL
DEFENSE MINERALS
ADMINISTRATION

Correction in Am. No.

case 10-16

FILE COPY
SURNAME:

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

Lawrence C. Houk

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

Dear Mr. Laurence:

We wish to call your attention to the following dockets the completion dates of which may require extension by amendment. In these cases where this will be necessary and you approve, will you please furnish us copies of such amendments:

Docket	Contract	Completion date
DMEA-2379	Idm-E364	October 1, 1953
DMEA-2467	Idm-E469	September 22, 1953
DMEA-2579	Idm-E499	October 11, 1953
DMEA-2882	Idm-E535	September 29, 1953

Sincerely yours,

George C. Selfridge (GCS)

Chairman, Operating Committee

Approved:

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

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

LCHouk:gad 10/8/53

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

P. S. Amendment No. 1, Docket No. DMEA-2379, Contract No. Idm-E364 was received in this office October 7, 1953.

R. C. 10-13-53

INTERIM REPORT

DMEA-2467 Idm-E469 (mica) MASHBURN PROSPECT

OPERATORS: Macon Mica Miners, c/o N. E. Mashburn, Franklin, N. C.

LOCATION: Near the crest of a low ridge about 3.5 miles northwest of Franklin, Macon County, N. C. It is in the general vicinity of the Burke-John and Iotla-Bowers Mines.

Drifting is underway on this contract and a new heading has been pulled in a S 30° E direction, for a distance of 15 feet. Timbering, consisting of overhead lagging, has been necessary for about 10 ft. because rock was badly weathered, seamy and fractured for this distance. The present heading is in pegmatite, which is composed of feldspar, quartz and a few, small scattered blocks of muscovite mica. 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

August 10, 1953

INTERIM REPORT

DMEA-2467 Idm-E469 (mica) MASHBURN PROSPECT

OPERATOR: Macon Mica Miners, c/o N. E. Mashburn, Franklin, N. C.

LOCATION: Near the crest of a low ridge about 3.5 miles northwest of Franklin, Macon County, N. C. It is in the general vicinity of the Burke-John and Iotla-Bowers Mines.

Drifting continues on this contract and is now at 12 feet. The pegmatite, at this point, apparently pinched out and the heading was in biotite schist. Another drift will be started in the near future and will be driven to the west. 68 feet of drifting remains on the contract. Progress has been good on this project.

L. E. Shirley

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

K. H. Teague

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

July 28, 1953

DEPARTMENT OF THE INTERIOR
Bureau Mines Administration
RECEIVED
JUL 27 1953

INTERIM REPORT

DMEA-2467 Idm-E469 (mica) MASHBURN PROSPECT

OPERATOR: Macon Mica Miners, c/o N. E. Mashburn, Franklin, N. C.

LOCATION: Near the crest of a low ridge about 3.5 miles northwest of Franklin, Macon County, N. C. It is in the general vicinity of the Burke-John and Iotla-Bowers Mines.

Shaft sinking has been completed on this contract and 3-4' of drift from the turnoff has been accomplished. The shaft was trimmed, reconditioned and cribbed solid from the collar to a depth of 40 feet, and was deepened and cribbed solid for the additional 40 feet. A separated manway and staggered ladders with landings about 12 feet apart has been installed.

Most of the shaft bottom and drift is in pegmatite material consisting of feldspar and quartz with a few pieces of badly cracked and broken mica in the northwest wall.

Progress on this project has been good.

L. E. Shirley

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

K. H. Teague

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

July 14, 1953

INTERIM REPORT

LMEA-2467 Idm-E469 (mica) MASHBURN PROSPECT

OPERATOR: Macon Mica Miners, c/o N. E. Mashburn, Franklin, N. C.

LOCATION: Near the crest of a low ridge about 3.5 miles northwest of Franklin, Macon County, N. C. It is in the general vicinity of the Burke-John and Iotla-Bowers Mines.

Shaft sinking continues on this project and is now at 76 feet, having been cribbed solid to 74 feet. Pegmatite material has been showing on the NW side of the shaft for a vertical distance of about 14 ft. This material consists of massive quartz, as observed on the dump, feldspar and small pieces of badly cracked and broken ruby mica.

The mine is beginning to make water and so far has been removed by bailing with a muck bucket. It was suggested that a pump be obtained for this job, but neither electric power nor sufficient air power is available.

Progress on this project 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

July 2, 1953

INTERIM REPORT

DMEA-2467 Idm-E469 (mica) MASHBURN PROSPECT

OPERATOR: Macon Mica Miners, c/o N. E. Mashburn, Franklin, N. C.

LOCATION: Near the crest of a low ridge about 3.5 miles northwest of Franklin, Macon County, N. C. It is in the general vicinity of the Burke-John and Iotla-Bowers Mines.

Shaft sinking continues on this contract and is now down to 64.5 feet. The shaft has been cribbed solid to this depth and contains a separated 2-foot manway, with staggered ladders at intervals, to near bottom. Material removed to date has consisted of muck from a previous operation, mica schist, and kaolinized feldspar, which is just beginning to show in the shaft bottom. Progress on this project has been good.

L. E. Shirley

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

K. H. Teague

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

June 16, 1953

INTERIM REPORT

DMEA-2467 Idm-E469 (mica) MASHBURN PROSPECT

OPERATORS: Macon Mica Miners, c/o N. E. Mashburn, Franklin, N. C.

LOCATION: Near the crest of a low ridge about 3.5 miles northwest of Franklin, Macon County, N. C. It is in the general vicinity of the Burke-John and Iotla-Bowers Mines.

Work consisting of trimming, reconditioning and timbering the existing shaft on this project has been completed and the shaft has been deepened and timbered an additional 10.5 feet. Present shaft depth is 50.5 feet. Material moved to date has consisted of muck from a previous operation. The shaft is 5' x 7' in cross section, two compartment with separate manway and has been cribbed solid to the present depth with 2" x 6" oak timbers. A straight leg with beam pole has been erected and a gasoline power hoist is on the job for hoisting. Progress on this project is satisfactory.

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

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

June 4, 1953

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 5 1953

Room 13, Post Office Building
Knoxville, Tennessee

January 2, 1953

Memorandum

To: Operating Committee, D M E A Washington

From: Executive Officer, D M E A - Region 7

Subject: Signed Contract on DMEA-2467, Idm-E469. Macon Mica Miners (mica)

Transmitted are three copies of the above subject contract signed by the members of the company. Also attached is a copy of the the bill of sales from J. C. Buchanan to Sam Phillips, this was discussed with Mr. L. G. Houk by telephone today.

Robert A. Laurence
Robert A. Laurence

cc 1/5/53

FILE COPY
SURNAME:

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

600

Feitler
Hurh
Chamberlin

DEC 22 1952

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

Subject: Docket No. DMMA-2467 - Mica
Macon Mica Miners
c/o N. M. Mashburn
Franklin, North Carolina
Mashburn Prospect
Macon County, North Carolina

Dear Mr. Laurence:

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

Except for 20 feet of additional level work to provide for crosscutting, the contract is essentially the same as the program recommended by the Field Team. The shaft timbering has been set up at a unit price which is based on the estimated cost of supplying and installing tight, notched, two inch cribbing with lagged manway, landings, and ladders. It is intended that the full price be allowed only for such footage as is completed satisfactorily.

The time to be allowed for starting and completing the work should be inserted in Article 3 of the contract. If the contract meets with your approval, present it to the operator for his approval and signature. If any provisions are unsatisfactory to the operator, return all copies to this office along with suggested changes for consideration.

Please explain to the operator that this is a firm contract to complete the work outlined in the contract for his own account should his per foot costs exceed the unit costs provided in the contract.

After signing the report, one copy is to be given to the Director, one copy retained for your files, one copy for the Finance Officer, and the remaining copies, including the original, are to be returned to this office as soon as possible.

Sincerely yours,

(signed) FRANK E. JOHNSON (JHB)

Chairman, Operating Committee

Approved:

J. H. Hodges (JHB)

Member, Bureau of Mines

A. R. Kinkel, Jr. (JHB)

Member, Geological Survey

Enclosures 6

F.H.
12-22-52

SAFoltler:fle 1/17/52

Copy to: Comm. File
Secret File
Operating Committee (6)
Mr. Dietrich, 3526
Mr. Norton, [illegible]
Mr. Bowe

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

December 19, 1952

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Resume - Docket No. DMEA-2467 - Mica
Macon Mica Miners
c/o N. E. Mashburn
Franklin, North Carolina
Mashburn Prospect
Macon County, North Carolina

Recommendation: Approval of contract providing for:

Trim, recondition, and timber existing shaft - 40 ft. @ $16.00 ft.	$ 640.00
Deepen shaft - 40 ft. @ $40.00 ft. - exclusive of timber	1600.00
Timber shaft with 2" cribbing - 40 ft. @ $8.00 ft.	320.00
Drift and crossuct 80 ft. @ $33.00 ft. -	2640.00
Total cost of the Project	$5200.00
Government participation @ 90%	$4680.00

Conclusion: Although exposures are poor, the dumps of the old workings contain lumps of quartz, up to one foot across (indicative of zoning) and pieces of muscovite up to four inches across. The mica is clear ruby colored, hard, and splits well. The prinicipal defects are cracks and ruling.

This mine was not in production during World War II. Past production is not known but it was not large. The pegmatite is reported to be from 1½ to 6 feet thick.

The Field Team believes that the deposit merits exploration and the applicant is capable and experienced in mica mining.

The program provides for reconditioning an existing 40 foot shaft and deepening it 40 feet. From the bottom of the shaft, a maximum of 80 feet of crosscut (if necessary) and drift are to be driven to explore for minable concentrations of mica.

More than two months delay was caused by applicant's failure to supply an adequate description of the property.

Chronology:

4/2/52 Application received. Proposes to sink a 70' shaft and drift 35' each way along the pegmatite at a total cost of $5600.00.
4/18/52 U.S.G.S. Memo recommends field referral.
4/23/52 U.S.B.M. Memo recommends field referral.
4/28/52 Referred to Reg. VII for examination and report.
7/10/52 Verbal communication to attorney for applicant - Requested description of the property.
9/22/52 Received Field Team report. Recommends rehabilitating and deepening existing shaft to 80' depth and drifting along the pegmatite from the shaft. Total cost - $4500.00.
9/25/52 U.S.G.S. Memo - Concurs with Field Team Recommendation.
9/26/52 Again made verbal request for adequate Property description.
10/8/52 U.S.B.M. Memo - Concurs with Field Team Recommendation.
10/31/52 During telephone conversation with Applicant's representative in Spruce Pine, North Carolina again requested property description.
11/28/52 Received Memo from Field Team reciting satisfactory description of the area to be explored.
12/3/52 Telephone to S. L. Phillips, Spruce Pine, North Carolina to request memo from W. S. Flynt on quality of the mica from this pegmatite. It was promised without delay.
12/5/52 Letter from Flynt - G.S.A. - Spruce Pine, North Carolina - Mica sample is of acceptable quality for the stockpile.
12/5/52 Contract to Legal Division for final preparation.
12/12/52 Contract received from Legal Division.
12/17/52 Contract to Administrator.

Stanley A. Feitler

S. A. Feitler
Nonmetallic Minerals Division

FILE COPY
SURNAME:

Feidler
Hoch
Chambers

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

December 19, 1952

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Recommendation - Docket No. DMRA-2467 - Mica
Macon Mica Mines
c/o N. E. Mashburn
Franklin, North Carolina
Mashburn Prospect
Macon County, North Carolina

Recommendation: Approval of contract providing for:

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This mine was not in production during World War II. Past production is not known but it was not large. The pegmatite is reported to be from 1½ to 6 feet thick.

The Field Team believes that the deposit merits exploration and the applicant is capable and experienced in mica mining.

The program provides for reconditioning an existing 40 foot shaft and deepening it 40 feet. From the bottom of the shaft, a maximum of 80 feet of crosscut (if necessary) and drift are to be driven to explore for minable concentrations of mica.

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12/17/52 Contract to Administrator.

SAF

S. A. Feitler
Nonmetallic Minerals Division

SAFeitler:fls 12/18/52
Copy to: Admr. R. File
Docket File
Mr. Houk

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

600

December 19, 1952

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Resume - Docket No. DMEA-2467 - Mica
Macon Mica Miners
c/o N. E. Mashburn
Franklin, North Carolina
Mashburn Prospect
Macon County, North Carolina

Recommendation: Approval of contract providing for:

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The Field Team believes that the deposit merits exploration and the applicant is capable and experienced in mica mining.

The program provides for reconditioning an existing 40 foot shaft and deepening it 40 feet. From the bottom of the shaft, a maximum of 80 feet of crosscut (if necessary) and drift are to be driven to explore for minable concentrations of mica.

More than two months delay was caused by applicant's failure to supply an adequate description of the property.

Chronology:

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12/12/52 Contract received from Legal Division.
12/17/52 Contract to Administrator.

Stanley A. Feitler

S. A. Feitler
Nonmetallic Minerals Division

GENERAL SERVICES ADMINISTRATION

Spruce Pine Mica Depot
December 4, 1952

Mr Lowe

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 5 1952

Mr. Lawrence G. Houk
New Interior Building
19th & "E" Streets, N. W.
Washington, D. C.

Dear Mr. Houk:

Mr. Sam L. Phillips has presented samples of mica from the Bashburn Prospect, and requested that we give you our opinion as to whether or not this is ruby mica. We are pleased to advise that we find this to be ruby mica, and if properly prepared will be acceptable under the present Government Purchasing Program.

Yours ~~very~~ truly,

W. S. Flynt
Superintendent

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

Room 13, Post Office Building
Knoxville, Tennessee

Department of the Interior
Defense Minerals Administration
NOV 28 1952

Mr. Leitler

November 25, 1952

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, Region VII

Subject: Legal Description of Mashburn Prospect, DMEA-2467 (mica)

The subject prospect is covered by the same lease as that which covers the Iotla-Bowers Mine, DMEA-2687 (mica) Idm-E425. The following legal description covers adequate area needed to conduct the proposed exploration. All of the area is covered by the subject lease.

"Beginning at the collar of the shaft designated as "40 feet" deep on the "Mashburn Prospect Map, Macon County, North Carolina, DMEA-2467, thence 160 feet N. 56° W. to the property line; thence along the property line 202 feet N. 40° E; thence 380 feet S 56° E; thence 400 feet S 34° W; thence 420 feet N. 56° W; thence along the property line 202 feet N. 40° E. to the point of closure, being 3.7 acres more or less."

The above information was obtained from the Applicants during the week of November 17, 1952.

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

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

FILE COPY
SURNAME:

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

Room 13, Post Office Building
Knoxville, Tennessee

November 25, 1952

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, Region VII

Subject: Legal Description ofMashburn Prospect, DMEA-2467 (mica)

The subject prospect is covered by the same lease as that which covers the Ictla-Bowers Mine, DMEA-2687 (mica) Idm-E425. The following legal description covers adequate area needed to conduct the proposed exploration. All of the area is covered by the subject lease.

"Beginning at the collar of the shaft designated as "40 feet" deep on the "Mashburn Prospect Map, Macon County, North Carolina, DMEA-2467, thence 160 feet N. 56° W. to the property line; thence along the property line 202 feet N. 40° E; thence 380 feet S 56° E; thence 400 feet S 34° W; thence 420 feet N. 56° W; thence along the property line 202 feet N. 40° E. to the point of closure, being 3.7 acres more or less."

The above information was obtained from the Applicants during the week of November 17, 1952.

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

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

FILE COPY
SURNAME:

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

Room 13, Post Office Building
Knoxville, Tennessee

November 25, 1952

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, Region VII

Subject: Legal Description ofMashburn Prospect, DMEA-2467 (mica)

The subject prospect is covered by the same lease as that which covers the Letla-Bowers Mine, DMEA-2687 (mica) Idm-2425. The following legal description covers adequate area needed to conduct the proposed exploration. All of the area is covered by the subject lease.

"Beginning at the collar of the shaft designated as "40 feet" deep on the "Mashburn Prospect Map, Macon County, North Carolina, DMEA-2467, thence 160 feet N. 56° W. to the property line; thence along the property line 202 feet N. 40° E; thence 380 feet S 56° E; thence 400 feet S 34° W; thence 420 feet N. 56° W; thence along the property line 202 feet N. 40° E. to the point of closure, being 3.7 acres more or less."

The above information was obtained from the Applicants during the week of November 17, 1952.

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

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

FILE COPY
SURNAME:

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

Room 13, Post Office Building
Knoxville, Tennessee

November 25, 1952

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, Region VII

Subject: Legal Description ofMashburn Prospect, DMEA-2467 (mica)

The subject prospect is covered by the same lease as that which covers the Ketla-Bowers Mine, DMEA-2687 (mica) Idm-5425. The following legal description covers adequate area needed to conduct the proposed exploration. All of the area is covered by the subject lease.

"Beginning at the collar of the shaft designated as "40 feet" deep on the "Mashburn Prospect Map, Macon County, North Carolina, DMEA-2467, thence 160 feet N. 56° W. to the property line; thence along the property line 202 feet N. 40° E; thence 380 feet S 56° E; thence 400 feet S 34° W; thence 420 feet N. 56° W; thence along the property line 202 feet N. 40° E. to the point of closure, being 3.7 acres more or less."

The above information was obtained from the Applicants during the week of November 17, 1952.

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

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

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

Mr Fertilizer

October 8, 1952

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2467, Mica, Mashburn Prospect, Macon County, Franklin, North Carolina

I concur in the field team's recommendation for an exploration program in the amount of $4,500.

W. F. Dietrich

W. F. Dietrich

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
OCT 8 1952

IN REPLY REFER TO:

G-MD-CNM

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

September 25, 1952

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2467 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration.
From: R. E. Van Alstine, U. S. Geological Survey
Applicant: Macon Mica Miners, c/o N. E. Mashburn
Name of property: Mashburn Prospect.
Location of property: About 3.5 miles NW of Franklin, Macon County North Carolina, about 300 yards west of Burke-John mine.
Date of field team report: September 16, 1952.
Authorship of field team report: A. L. Peyton and K. H. Teague.
Field team's recommendation:

Deposit merits exploration. Trim present 40-foot shaft, deepen it to 80 feet, drive drifts in both directions along the pegmatite 30 feet from shaft. Total cost $4,500.

Comments:

Dip of unexposed pegmatite is reported as near vertical. If dip is not vertical or pegmatite does not extend to 80-foot depth, would "drifting along the pegmatite" be done?

ACTION SUGGESTED:

Follow field team's recommendation.

R. E. Van Alstine
R. E. Van Alstine

DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
RECEIVED
SEP 26 1952

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

Room 13, Post Office Building
Knoxville 2, Tennessee

September 17, 1952

Memorandum

To: Operating Committee DMEA-Washington

From: Field Team DMEA-Region 7, Knoxville, Tennessee

Subject: Field Team Examination on DMEA-2467 (mica) Mashburn Prospect

Transmitted are 4 copies of the examination report on the subject application, and 6 extra copies of the maps. The memoranda of review by the Geological Survey and Bureau of Mines are also returned herewith. The Field Team agrees with the findings in this report.

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

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

Reviewed by
DMEA OPERATING COMMITTEE
9-24-52
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

DMEA-2467
MASHBURN PROSPECT
(Mica)

Applicants: Macon Mica Miners,
c/o N. E. Mashburn
Franklin, Macon County, N.C.

By

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

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

September 16, 1952

Reviewed by
DMEA OPERATING COMMITTEE
9-24-52
(date)

Report of Field Examination on

DMEA-2467 (mica)

MASHBURN PROSPECT

Macon Mica Miners, c/o N. E. Mashburn
Franklin, Macon County, N.C.

Old workings have mined a pegmatite reported to range in thickness from 1.5 to 6 feet. It has been mined to at least a depth of 40-feet. Mica in the dump is clear ruby colored, hard and splits well. Cracks and ruling are the main defects.

The Field Team believes that the deposit merits exploration. It is proposed that the 40-foot shaft, which is open, be trimmed to 5 x 7 - foot in cross section and deepened 40ftto 80 feet. Drifts should then be driven in both directions along the pegmatite for a distance of 30 feet from the shaft. Estimated costs:

Trim, recondition and timber 40-foot shaft 40 feet @ $15/ ft.	$600.00	
40 feet of 5' x 7' shaft @ $45/ft.	$1800.00	
60 feet of 5' x 6' drift @ $35/ft.	2100.00	
Total Estimated Cost.....		$4500.00

Estimated time 75 shifts.

The Mashburn Prospect was examined on June 6, 1952. Three hours were spent on the examination. Mr. N. E. Mashburn accompanied the Field Team on the examination.

The prospect is near the crest of a low ridge about 3.5 miles northwest of Franklin, Macon County, North Carolina. It is about 300 yards west of the Burke-John Mine and a similar distance southwest of the Iotla-Bowers mine. Access to the prospect is generally good. An all weather road is within 0.25 mile of the prospect and a road passable by a 4-wheel drive vehicle connects to the prospect.

Mr. Mashburn, who will be in charge of the project, has had considerable mica mining experience and is capable of conducting a successful operation.

There are no surface facilities at this prospect. Eight shallow cuts and open pits have been made at this place. Only one shaft isnow open.

This shaft was taped, indicating a depth of at least 40 feet. Depth of other openings is not known, but they are probably of less depth. The workings are scattered in a N. 83° W. direction for a distance of 260 feet. The attached sketch shows the relative position of the various openings and their location in respect to the property line. The location of the 40-foot shaft at which it is proposed to explore is shown.

Exposures at the prospect are poor and no pegmatite is showing. The enclosing rock is a weathered biotite gneiss which is probably conformable to the pegmatite. The trend of the openings is N 83° W. which is probably the strike of the pegmatite. It is reported that the dip is near vertical. According to Mr. Mashburn, the pegmatite ranges in thickness from 18 inches to 6 feet. The dump from the 40-foot shaft contains lumps of glassy milky quartz up to a foot across, semi kaolinized plagioclase feldspar, and muscovite up to 4 inches across.

It is reported that the prospect was first worked by Fred Willis and in 1918 by a Mr. Billings. Production from these operations is unknown, but it was not large.

Labor to conduct the project is available locally.

The proposal of the Field Team is essentially the same as proposed by the Applicant, except the Field Team believes that use should be made of the existing 40-foot shaft instead of sinking an entirely new shaft. This feature was discussed with the Applicants and they were in agreement.

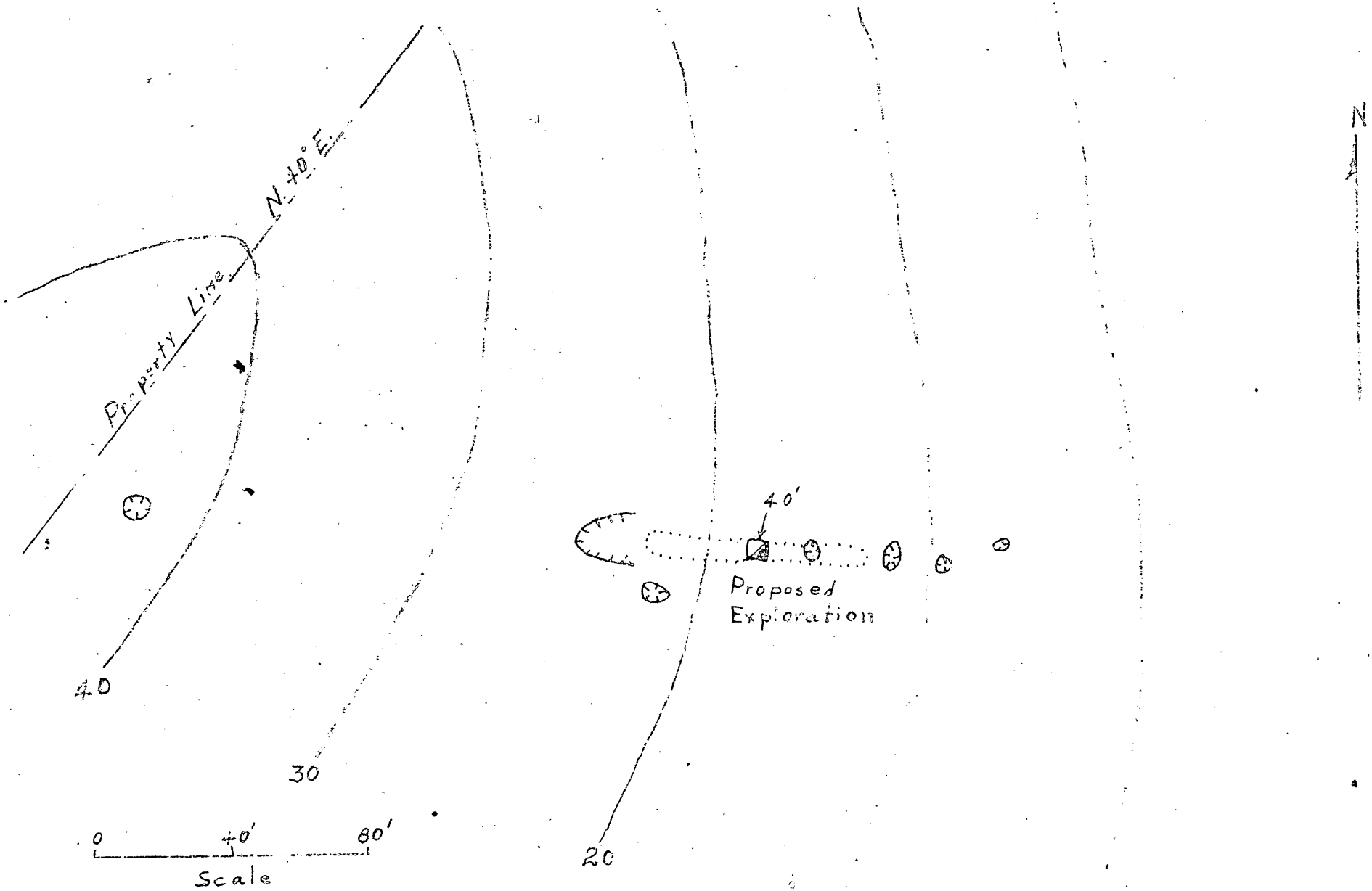
It is recommended that if a contract is favorably considered, the short form contract be used with work and costs as shown in the summary of the report used.

There seems to be no question as to the Applicant's property right and the area covered by their lease is adequate to provide sufficient working and dumping area.

June 6, 1952

A. L. Peyton, USBM

K. H. Teague, USGS.



MASHBURN PROSPECT
Macon Co., N.C.
DMEA - 2467

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

C
O
P
Y

April 23, 1952

Memorandum

To: Non-Metallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA-2467, Macon Mica Miners, c/o N. E. Mashburn, General Delivery, Franklin, North Carolina, (Mica).

It is understood that the field team recently visited a nearby property - the Burke John. Hence it is suggested that this application be referred to the field team for comment before deciding on the need for further investigation.

/s/ W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:
G-ND-JJN

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

April 18, 1952

Memorandum

REVIEW OF APPLICATION DMEA-2467 (Mica)

To: L. G. Houk, Non-Metallic Minerals Division, DMEA 2467
From: J. J. Norton, U. S. Geological Survey
Commodity: Mica.
Applicant: Macon Mica Miners, Care of N. E. Washburn, Franklin, N. C.
Name of property: Washburn prospect. Owned by Elisa Cobb Grist.
Location of property: On Iotla Creek, about 3.5 miles northwest of Franklin, Macon County, North Carolina.
Estimated cost of project: Not given, probably about $5,600.
Summary of applicant's proposal:

1. Sink 70-foot shaft at .45 per foot.
2. 2 35-foot drifts from bottom of shaft at cost of .35 per foot.

Sources of information on applicant's property: Probably none. Applicant's index map shows location of this prospect, but Olson's Plate 2, N. C. Bull. 49, shows no mine or prospect at this site. Olson shows that the Burke-John property (DMEA-2277), which is covered by the same subordination agreement, is about 1.5 miles to the southwest. Several other properties in this vicinity have been worked, but none of them appear to be the one covered by this application. The most important deposit apparently is the Iotla-Bowers.

Brief description of deposit: Applicant indicates that this deposit has been prospected, but apparently no pegmatite is now exposed.

RECOMMENDATION: Refer to field team for examination at the same time as the Burke-John (DMEA-2277). If the Burke-John has already been examined and the Washburn prospect was not seen at the same time, then the field team is in the best position to decide what should be done. I think they should expect the applicant to dig pits to expose pegmatite before a field examination is made.

J. J. Norton

Norton:jeh
G-4/18/52
cc: Director's reading 4212
Branch " "
DMEA
Laurence
Norton

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

DMEA-2467
MASHBURN PROSPECT
(Mica)

Applicants: Macon Mica Miners,
c/o N. E. Mashburn
Franklin, Macon County, N.C.

By

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

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

Reviewed by
DMEA OPERATING COMMITTEE
9/24/52
(date)

September 16, 1952

Report of Field Examination on

DMEA-2467 (mica)

MASHBURN PROSPECT

Macon Mica Miners, c/o N. . Mashburn
Franklin, Macon County, N.C.

Old workings have mined a pegmatite reported to range in thickness from 1.5 to 6 feet. It has been mined to at least a depth of 40-feet. Mica in the dump is clear ruby colored, hard and splits well. Cracks and ruling are the main defects.

The Field Team believes that the deposit merits exploration. It is proposed that the 40-foot shaft, which is open, be trimmed to 5 x 7 - foot in cross section and deepened 40 to 80 feet. Drifts should then be driven in both directions along the pegmatite for a distance of 30 feet from the shaft. Estimated costs:

Trim, recondition and timber 40-foot shaft 40 feet @ $15/ ft.	$600.00	
40 feet of 5' x 7' shaft @ $45/ft.	$1800.00	
60 feet of 5' x 6' drift @ $35/ft.	2100.00	
Total Estimated Cost.....		$4500.00

Estimated time 75 shifts.

The Mashburn Prospect was examined on June 6, 1952. Three hours were spent on the examination. Mr. N. . Mashburn accompanied the Field Team on the examination.

The prospect is near the crest of a low ridge about 3.5 miles northwest of Franklin, Macon County, North Carolina. It is about 300 yards west of the Burrie-John Mine and a similar distance southwest of the Iotla-Bowers mine. Access to the prospect is generally good. An all weather road is within 0.25 mile of the prospect and a road passable by a 4-wheel drive vehicle connects to the prospect.

Mr. Mashburn, who will be in charge of the project, has had considerable mica mining experience and is capable of conducting a successful operation.

There are no surface facilities at this prospect. Light shallow cuts and open pits have been made at this place. Only one shaft is now open.

This shaft was taped, indicating a depth of at least 40 feet. Depth of other openings is not known, but they are probably of less depth. The workings are scattered in a N. 83° W. direction for a distance of 260 feet. The attached sketch shows the relative position of the various openings and their location in respect to the property line. The location of the 40-foot shaft at which it is proposed to explore is shown.

Exposures at the prospect are poor and no pegmatite is showing. The enclosing rock is a weathered biotite gneiss which is probably conformable to the pegmatite. The trend of the openings is N 83° W. which is probably the strike of the pegmatite. It is reported that the dip is near vertical. According to Mr. Mashburn, the pegmatite ranges in thickness from 18 inches to 6 feet. The dump from the 40-foot shaft contains lumps of glassy milky quartz up to a foot across, semi kaolinised plagioclase feldspar, and muscovite up to 4 inches across.

It is reported that the prospect was first worked by Fred Willis and in 1918 by a Mr. Billings. Production from these operations is unknown, but it was not large.

Labor to conduct the project is available locally.

The proposal of the Field Team is essentially the same as proposed by the Applicant, except the Field Team believes that use should be made of the existing 40-foot shaft instead of sinking an entirely new shaft. This feature was discussed with the Applicants and they were in agreement.

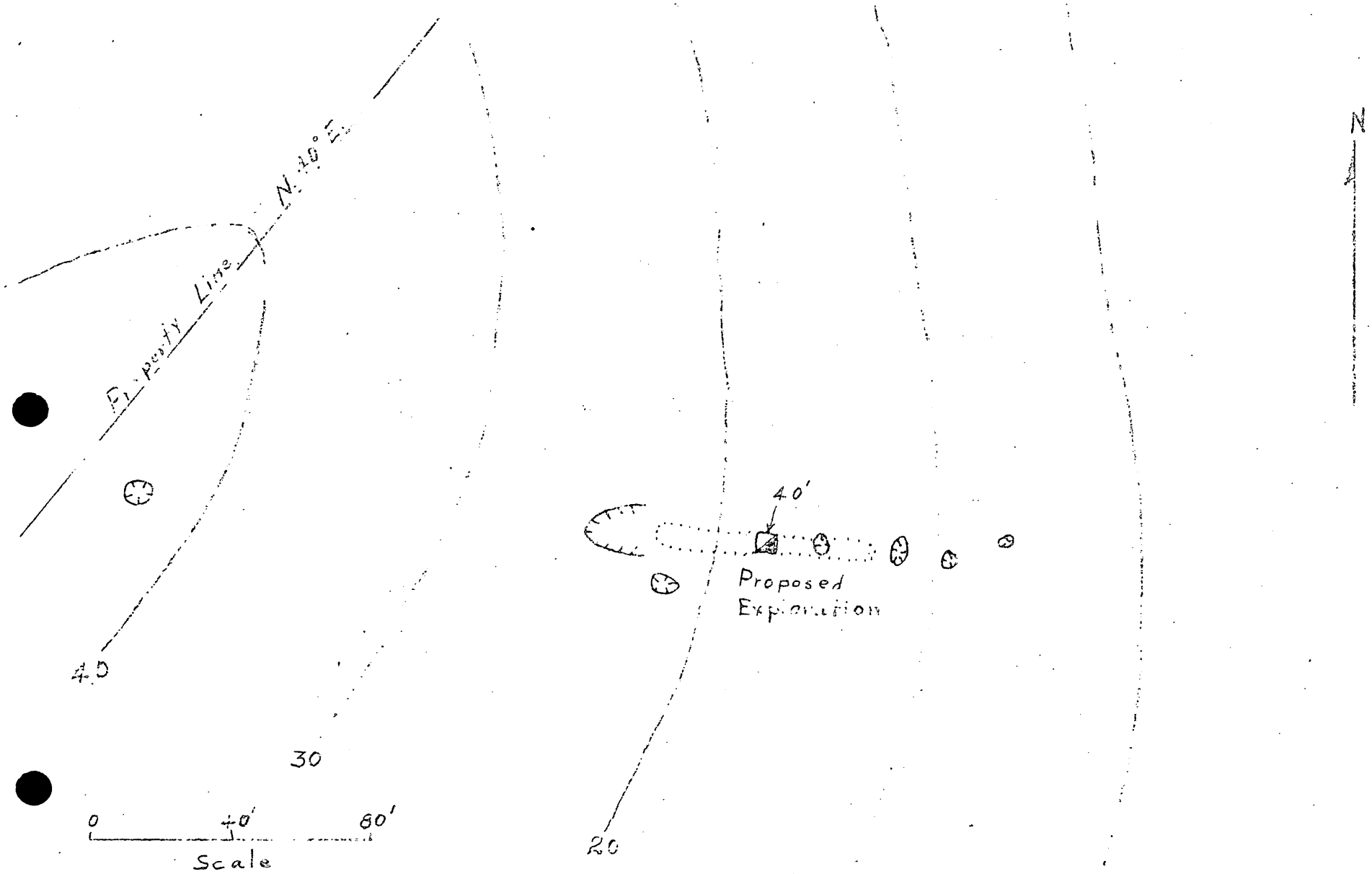
It is recommended that if a contract is favorably considered, the short form contract be used with work and costs as shown in the summary of the report used.

There seems to be no question as to the Applicant's property right and the area covered by their lease is adequate to provide sufficient working and dumping area.

June 6, 1952

A. L. Peyton, USBM

K. A. Teague, USGS.



MASHBURN PROSPECT
Macon Co., N.C.
DMEA - 2467

FILE COPY
SURNAME:

S Feitler
Houk

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

AUG 28 1952

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

Subject: Docket No. DMEA-2467 - Mica
Mashburn Prospect
Macon County, North Carolina

Dear Mr. Laurence:

Reference is made to the subject application for exploration assistance at the Mashburn Prospect on Iotla Creek in Macon County, North Carolina.

It is understood that the above prospect was examined when the Field Team visited the Burke John Mica Mine (DMEA-2277). Please submit your comments on this mine in the form of a field report. The location of the exploration area with respect to the westerly boundary of the leased land is under question, so any information you have on this point should be included in your comments.

We enclose copies of memoranda about this case from the U. S. Geological Survey and the U. S. Bureau of Mines.

Sincerely yours,

J.N. 8.28.52

V. F. Keller (JS)
ACTING Chairman, Operating Committee

Approved:

C. H. Johnson (JS)
Member, Bureau of Mines

D. M. Lemmon (JS)
Member, Geological Survey

SAFeitler:gad 8/26/52

Copy to: Admin. Reading File
Docket File
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Operating Committee (2)
Mr. Houk

Enclosures 2

FILE COPY
SURNAME:

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

AUG 28 1952

Mr. N. E. Mashburn
Macon Mica Miners
General Delivery
Franklin, North Carolina

Subject: Docket No. DMEA-2467 - Mica
Mashburn Prospect
Macon County, North Carolina

Dear Mr. Mashburn:

Your application is being referred to Mr. Robert A. Laurence, Executive Officer, DMEA Field Team, Region VII, Room 13, Post Office Building, Knoxville 2, Tennessee, for further information.

Sincerely yours,

C. O. Mittendorf

Acting Administrator

SAFeitler:gad 8/26/52

Copy to: Admin. Reading File
Docket File
Field Team, Region VII (2)
Operating Committee (2)
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Houk

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

April 23, 1952

Memorandum

To: Non-Metallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA-2467, Macon Mica Miners, c/o N. E. Mashburn, General Delivery, Franklin, North Carolina, (Mica).

It is understood that the field team recently visited a nearby property - the Burke John. Hence it is suggested that this application be referred to the field team for comment before deciding on the need for further investigation.

W. F. Dietrich

W. F. Dietrich

Central File
Defense Minerals Administration
Received
APR 23 1952

IN REPLY REFER TO:

G-MD-JJN

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

April 18, 1952

Memorandum

REVIEW OF APPLICATION DMEA-2467 (Mica)

To: L. G. Houk, Non-Metallic Minerals Division, DMEA 2467
From: J. J. Norton, U. S. Geological Survey
Commodity: Mica.
Applicant: Macon Mica Miners, Care of N. E. Mashburn, Franklin, N. C.
Name of property: Mashburn prospect. Owned by Elisa Cobb Grist.
Location of property: On Iotla Creek, about 3.5 miles northwest of Franklin, Macon County, North Carolina.
Estimated cost of project: Not given, probably about $5,600.
Summary of applicant's proposal:

1. Sink 70-foot shaft at $45 per foot.
2. 2 35-foot drifts from bottom of shaft at cost of $35 per foot.

Sources of information on applicant's property: Probably none. Applicant's index map shows location of this prospect, but Olson's Plate 2, N. C. Bull. 49, shows no mine or prospect at this site. Olson shows that the Burke-John property (DMEA-2277), which is covered by the same subordination agreement, is about 1.5 miles to the southwest. Several other properties in this vicinity have been worked, but none of them appear to be the one covered by this application. The most important deposit apparently is the Iotla-Bowers.

Brief description of deposit: Applicant indicates that this deposit has been prospected, but apparently no pegmatite is now exposed.

RECOMMENDATION: Refer to field team for examination at the same time as the Burke-John (DMEA-2277). If the Burke-John has already been examined and the Mashburn prospect was not seen at the same time, then the field team is in the best position to decide what should be done. I think they should expect the applicant to dig pits to expose pegmatite before a field examination is made.

Field report now received on DMEA-2277

J. J. Norton

J. J. Norton

Form MF-103
(Revised June 1951)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.1.

MF-103 Should Be Filed With General Technical Data Form MF-100

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950

Not To Be Filled in by Applicant

Docket No. DMEA-2467
Metal or Mineral
Date Received 4-2-52
Amount $
Participation (Government %)

Name and address of applicant

Macon Mica Miners
c/o N. E. Mashburn
General Delivery
Franklin, North Carolina

Date

If you have already filed MF-100, give date filed herewith, type of assistance requested ,

DMA Docket Number (if available)

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four copies each, of the signed application form, General Technical Data Form MF-100, and answers to questions as specified, to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive office thereof, with your name and address on each sheet of the application and all accompanying papers. If you have previously filed MF-100, it is not necessary to file it again. However, you should indicate in space provided above the type of assistance previously applied for (loans, procurement contracts, etc.) and DMA Docket Number, if available. *When a question is inapplicable it should be so stated in the form.* Additional sheets should be attached in answering any questions or in supplying additional information. IF YOU CANNOT ANSWER A QUESTION, SO STATE.

1. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property.

   (*b*) If you are not the owner of the property, submit a copy of the lease, purchase option, or other agreements under which you are authorized to operate the property with each copy of your application.

   (*c*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

   NOTE: (1) If both areas are the same, so state. The only obligation to repay the Government is from the net earnings from any commercial discovery made in the area specified in (*c*) above in which the exploration is to be conducted, and the expenditure of funds which may be charged as costs of the project must be limited to that area or to work necessary to perform the exploration in that area.

   (2) If applicant is not the owner of the property or if there are any liens or encumbrances against the property, copy of agreements of claimants, lienors, encumbrances, and lessors subordinating their interests in the property to the interest of the Government under the Exploration Project Contract will be required for attachment to the Contract.

2. (*a*) What metals or minerals do you expect to find?

   (*b*) Furnish statement of the geologic features of your property, giving type of ore deposit and reasons for expecting to find commercial ore bodies. Illustrate with maps or sketches. If you have a geologic or engineering report, or assay maps showing width and grade, please send them with application, stating whether or not you wish to have them returned.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 2 - 1952

The information requested in questions 3, 4, 5, 6, 7, 8, and 9 below should be answered specifically and in detail, as this information will be attached to and incorporated as part of the Exploration Project Contract, if such contract is entered into with you by the Government.

ANSWER EACH QUESTION ON SEPARATE SHEETS OF PAPER AND SUBMIT A COPY OF EACH ANSWER FOR EACH COPY OF YOUR APPLICATION.

3. (*a*) Describe fully the proposed work and give the total cost of the project.

   (*b*) State the time required to start the project and to complete it.

4. Submit a map or sketch of the property involved showing a plan (and cross section, if needed) of the present mine workings and the *location of the proposed exploration work* as related to geologic features, such as contacts, veins, ore-bearing beds, etc.

5. Furnish an itemized list of existing facilities, buildings, installations, and fixtures with a statement of the cost of any necessary rehabilitation or repairs to put into useful and operable condition.

6. Furnish a detailed list of additional facilities, buildings, and fixtures to be purchased, installed, or erected by you, with the estimated cost of each item.

7. Furnish a detailed list of operating equipment, separated into items to be—

   (*a*) Rented

   (*b*) Purchased

   (*c*) Furnished by you

   with the rental, purchase price, or depreciation of each item, as the case may be, to be charged as a cost of the project.

8. Furnish an itemized schedule of labor, by numbers and classes (miners, muckers, etc.) and of supervisors by numbers and positions, with the maximum wages or salaries to be paid to each.

9. Furnish a detailed list with estimated cost of each item for materials, supplies, engineering, assaying, accounting, power, water, utilities, and any other items not provided for above.

10. (*a*) How much are you prepared to invest in the proposed project?

    (*b*) Is this amount sufficient to pay your part of the cost of the project, in accordance with the regulations on Government participation (Sec. 9 of MO–5)?

11. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and accompanying papers is correct and complete to the best of their knowledge and belief.

Macon Mica Miners
(Name of company)

By N. E. Moorhouse
(Signature of authorized official)

March 12, 1952
(Date)

Manager (a general partner)
(Title)

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—64067-2

Macon Mica Miners
c/o N. E. Mashburn
General Delivery
Franklin, North Carolina

1. (a) Description of property is set forth in lease attached as Exhibit A.

   (b) Lease attached as Exhibit A.

   (c) Area that is the subject of this project is that within a circle formed by a radius 200 feet long extending from the center of the shaft that will be sunk in accordance with a contract obtained as a result of this application being granted.

2. (a) Strategic grade sheet mica of the grades and sizes purchasable under the domestic mica purchase program.

   (b) This mine was last worked more than 40 years ago. Deposits indicate that much good mica was mined, but no one has ventured an estimation as to the value or quantities of mica produced.

   Mr. N. E. Mashburn remembers working this mine when he was very small and believes that much good mica came from this deposit. There is no published history on this mine.

3. (a) It is proposed to sink a timbered shaft 70 feet deep at the point indicated on the attached map of the mine. After the shaft is sunk to that depth, it is proposed to drive a drift 35 feet in each direction following the richest mica concentration or vein in the pegmatite.

   (b) The project will be commenced as soon as the Government contract for the exploration project is let. It is anticipated that the project will be completed within a fourteen-week period after its commencement.

4. There are no geological maps available showing prior workings. This mine was last in production more than 40 years ago. However, having discussed this mine with persons that have some recollection of its situation and history has made it possible for the applicant to make a rough sketch of the mine, which is attached as Exhibit B.

5. There are no existing buildings or facilities that may be used or restored.

6-8 The applicant desires to obtain a contract based on a footage basis. That is, the applicant will perform this exploratory work under a contract, the provisions of which are along the following lines. $45 per foot for each foot

Macon Mica Miners
c/o N. E. Mashburn
General Delivery
Franklin, North Carolina

of depth of a 5X7 timbered shaft, the shaft being timbered until solid rock or pegmatite is encountered and not timbered thereafter, and $35 per foot of drift driven from the shaft.

10. (a) 10% of the per-footage cost.

(b) Yes.

11. This mine is located in an area abounding in pegmatites. This area is well known for the "ruby mica" content of its pegmatite.

The partners comprising this partnership are: Lin M. Carpenter of Spruce Pine, North Carolina; James C. (Corbe) Buchanan of Spruce Pine, North Carolina and N. E. Mashburn of Franklin, North Carolina. The personal history and mining experience of each is attached as Exhibit C.

Form MF-100
(May 1951)

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Form approved.
Budget Bureau No. 42-R1026.

GENERAL TECHNICAL DATA FOR USE UNDER THE DEFENSE PRODUCTION ACT OF 1950

NOT TO BE FILLED IN BY APPLICANT

Docket No. DMEA-2467

Date received 4-2-52

Macon Mica Miners
c/o N. E. Mashburn
General Delivery
Franklin, North Carolina

Name and address of applicant

Date _____

INSTRUCTIONS

This form is to be filed with Defense Minerals Administration, Department of the Interior, Washington 25, D. C. It should be accompanied by appropriate application form when a specific type of Government assistance is requested, in the form of (1) loan, (2) purchase contract, (3) Government guarantee of a private loan, (4) priorities or allocation of mining equipment, and maintenance, repair and operating supplies, and (5) other forms of Government assistance that might arise under the Act. Submit four (4) signed copies of the form and accompanying papers. Name and address should be stamped or typed on each sheet of this form and all accompanying papers. *When a question is inapplicable it should be so stated on the form.* Additional sheets may be attached in answering any questions or in supplying additional information. (IF YOU CANNOT ANSWER A QUESTION, SO STATE.) If a question is answered elsewhere indicate where answered. It is not necessary to answer it again.

GENERAL TECHNICAL DATA

Supply the following information on separate sheets, arranged, numbered, and lettered as indicated:

1. Materials produced:
   (*a*) What are the chief mine, mill, or smelter products?
   (*b*) What are the byproducts, if any?
2. Name(s) and type(s) of mine(s), mill(s), smelter(s), refinery(ies), pit(s), quarry (ies), drilling operation(s). Include old names of property, if any. Show extent of workings, including the following:
   (*a*) Linear feet of shafts.
   (*b*) Linear feet of drifts and crosscuts.
   (*c*) Linear feet of tunnels or adits.
   (*d*) Linear feet of other mine openings (explain briefly).

   Indicate whether mine is flooded or not. Describe any pumping problems. Give size or productive capacity.
3. For each operation listed above supply the following:
   (*a*) Distance and direction from nearest town and shipping point.
   (*b*) Mining district.
   (*c*) Township, Section, Range.
   (*d*) County, State.

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4. (*a*) State whether or not property is now in operation, and if in operation, by whom operated.
   (*b*) Are you operating this property as:
   - ☐ Owner.
   - ☐ Lessee.
   - ☐ Contractor.
5. Number of years in production _____

   If not in production or operation, estimated date when production will begin _____
6. Experience of operators:

   Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who manage the project.
7. History:
   (*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for suspension of operation.
   (*b*) State briefly the known history and production of adjoining and neighboring properties.
   (*c*) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development, and metallurgical investigations.

8. Names and addresses of Officers, Directors, or Partners, and in addition thereto, the five largest stockholders if applicant is a corporation.

Name and Address (a)	Official Title (If officer is also director indicate by "D") (b)	Total of Annual Salary, Commissions, Bonuses, Etc., Received From Applicant and Affiliates During Last Fiscal Year (c)	Estimated Net Worth Outside of Interest in Applicant (d)	Number of Shares Held in Applicant Corporation: Common (e)	Number of Shares Held in Applicant Corporation: Preferred (f)	Life Insurance Carried for Benefit of Applicant: Amount (g)	Life Insurance Carried for Benefit of Applicant: Net Cash Surrender Value After Loans (h)
Lin Carpenter							
Spruce Pine, N. C.	Gen. Part.	-----	75,000	-----	------	-------	------
J. C. Buchanan							
Spruce Pine, N. C.	Gen. Part.	------	20,000	-----	-------	-----	------
N. E. Mashburn							
Franklin, N. C.	Gen. Part.	-----	15,000	-----	------	------	-------
	Total		x x x x x			x x x x x	x x x x x

If more lines are needed continue on separate sheet.

9. Capital Stock Issues:

For Corporate Applicants

Item	Authorized (a)	Outstanding (b)	Par Value (c)	Number of Shares Outstanding (d)	Dividend Rate Last Paid* (e)
Common stock	$	$	$		
Preferred stock	$	$	$		

*Indicate period covered.

10. Production:

Item	Kind of Product (a)	1948 Total (b)	1949 Total (c)	1950 Total (d)	Present Average Monthly (e)
1. Quantity of product mined or quarried (Short, long, metric tons; barrels; pounds; etc.)					
2. Quantity of product processed (specify unit of measure and type of process)					
3. Quantity and grade of product sold or shipped (specify units of measure)					

11. Do you contemplate a change in the present average monthly rate of production? If so, state estimated maximum monthly production and basis of change.

12. Ore or Mineral Reserves:

(*a*) Describe the ore or mineral deposit briefly. Accompany the application by any available report on the geology and ore reserves.

Macon Mica Miners
c/o N. E. Mashburn
General Delivery
Franklin, North Carolina

1. (a) Strategic grade sheet mica.

   (b) Possibility of feldspar and pegmatite hevies.

2. Measurements on past operations not available.

3. The mine is located 5 miles NW of Franklin, North Carolina. It is in the Franklin-Sylvan mining district in Macon County, North Carolina.

4. Operator is lessee.

5. This mine has not been in production recently, but several decades ago, this is during and prior to World War I, it was a fair producer.

6. See MF 103.

7. Production records have not been kept pertaining to the production of this mine. During the period of its largest production, adequate records were seldom kept by any miner.

8. See answer in form MF 100.

9. Not applicable.

10. Not now in production.

11. Not applicable.

12. No known method of determining the ore reserve of pegmatite minerals.

13. Mine is located 5 miles NW of Franklin, North Carolina. Access road is good.

14. No flow operation contemplated.

15. No electric equipment contemplated.

16. See MF 103.

17. See MF 103.

18. None.

(*b*) If deposit is other than placer:

(1) Submit assay plans and/or sections showing location and size of proved (measured) and probable (indicated) ore or mineral reserve.

(2) State the tonnage (indicate type of ton) and grade of each class of ore reserve, as above, and show how computed. Tabulated total ore reserve as follows:

TOTAL ORE OR MINERAL RESERVES

Ore or Mineral Reserve	Estimated Tons (a)	Metal or Mineral Content Per Ton (Grade) (b)	Gross Value Per Ton (c)	Recoverable Unit Value Per Ton (d)	Estimated Cost of Production Per Ton (e)
Measured (proved)					
Indicated (probable)					

(*c*) If placer:

(1) Give estimated total yardage and average marketable mineral content of each deposit.

(2) Submit map showing location of placer deposit and surrounding area, with all test holes or pits. Submit logs of each hole and test pit with depth and average value of each.

(3) Describe gravel, stating whether fine, medium or coarse; loose, tight, cemented, or frozen, and whether it contains stumps or boulders more than 1 foot in diameter; if so, how large, and in what proportion.

(4) Describe bedrock, giving type (granite, sandstone, shale, etc.) and state whether it is hard or soft, smooth, uneven or rough.

(5) Describe overburden, stating whether loose, tight, or cemented; fine or coarse textured; furnish estimate of average thickness and total amount.

(6) Tabulate the reserves using the form outlined above for ore or mineral reserves.

13. Access Roads:

Give road distances to shipping, supply and residence points, stating kind and condition of roads.

14. Water Supply:

State source and quantity of water available for operations and whether sufficient for all seasons of year.

15. Power:

State amount of power used, rate per hour, and source thereof.

16. Labor:

State number and classes (miners, muckers, millmen, etc.) of men employed during a recent representative payroll period.

17. Equipment and Facilities:

Describe present equipment on the property, including buildings. (State condition.) List major pieces of equipment now owned or controlled and in serviceable condition available for this operation.

18. Are there any particular conditions or circumstances affecting your operations that are not described above? If so, explain.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and accompanying papers is correct and complete to the best of their knowledge and belief.

Macon Mica Miners
(Name of company)

By MACON MICA MINERS
C B Collins, atty
(Signature of authorized official)

April 1, 1952
(Date)

Attorney
(Title)

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—63792-1

Exhibit A

NORTH CAROLINA

MACON COUNTY

THIS LEASE AGREEMENT, Made and entered into this the 9th day of August, 1951, by and between ELISA COBB GRIST and her husband, PAUL GRIST, of Macon County, North Carolina, parties of the first part, and N. E. MASHBURN, of Macon County, North Carolina, and LIN CARPENTER and J. C. BUCHANAN, of Mitchell County, North Carolina, parties of the second part;

W I T N E S S E T H:

That said parties of the first part in consideration of One ($1.00) Dollar paid to them by parties of the second part, the receipt of which is hereby acknowledged, and subject to the terms and conditions hereinafter set forth, have let and leased and by these presents do hereby let and lease unto said parties of the second part, their heirs and assigns, the mica and all mica mining privileges as hereinafter set forth, upon the following described lands in Macon County, North Carolina:

> Situated on the waters of Iotla Creek, and consisting of all the lands described in a deed from J. Frank Ray, Trustee, to M. D. Billings, dated 15 September, 1923, and registered in the office of the Register of Deeds for Macon County, in Deed Book J-4, page 229, and also all the lands described in a deed from N. L. Barnard and wife, to Mrs. T. O. Havener and M. D. Billings, dated 20 January, 1917, and registered in the office of the Register of Deeds for Macon County, in Deed Book X-3, page 571, and the lands described in a deed from W. R. Morgan and his wife, Ellen Morgan, to M. D. Billings, dated 24 April, 1919, and registered in the office of the Register of Deeds for Macon County, in Deed Book I-4, page 270.

The terms and conditions of this lease are as follows:

1. Parties of the second part shall have the right under the terms hereof to enter upon said property and explore, prospect for, mine, dig, mill, process and remove all mica now in, under or upon the above described lands; to construct such roads or trails, and erect such structures and buildings upon said property as may be necessary or convenient to properly conduct mining operations, and the right to use the water in any stream upon said land for such mining operations.

2. Parties of the second part agree to pay to parties of the first part the following royalty:

(a) Twelve and one-half ($12\frac{1}{2}\%$) per cent of the gross selling price of all sheet mica recovered from said property.

(b) One and one-half ($1.50) Dollar per ton for all scrap mica recovered from said property.

3. Parties of the second part agree to make all royalty payments, monthly, on or before the 10th day of each calendar month on all mica sold the preceding month.

4. Parties of the second part agree to keep a correct and itemized record of all sales, which record shall be open for inspection of parties of the first part, and parties of the second part shall furnish to parties of the first part at the time of each monthly payment a copy of each sales report or invoice.

5. The duration of this lease shall be three (3) years from the date hereof, but it is understood and agreed that if mining operations upon said property shall prove profitable, then parties of the second part shall have the right to renew this lease for one (1) year at the end of said time, provided that they shall have operated the mine continously for the preceding eight (8) months.

6. As a part of this lease, parties of the first part give and grant unto the parties of the second part such necessary right-of-way, as the parties of the first part own or have power to convey, to build such trails or roads upon said property as may be necessary for the installation of machinery or the proper operation of the mines.

7. Parties of the second part further agree to pay the dumping fee of Twenty-five ($25.00) Dollars per annum for dumping muck on the adjoining property owned by Fred Willis.

8. If the parties of the second part shall fail to operate the mine for any period of sixty (60) full working days, the parties of the first part, at their option, may declare this lease terminated and of no further force and effect, and upon notice to parties of the second part of such termination, the said parties

of the second part shall surrender to parties of the first part immediate possession of the property.

9. So long as this lease shall be in effect the parties of the second part shall operate the mines in such manner as not to unnecessarily damage the property for further operation, and shall keep the mines properly timbered, and either remove all muck as they operate or place it on well-timbered lofts.

TO HAVE AND TO HOLD said mica and mining privileges hereinabove set forth according to the terms hereof, unto the said parties of the second part, their heirs and assigns, to their only use and behoof.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

/s/ Eliza Cobb Grist (SEAL)
/s/ Paul L. Grist (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)

Exhibit B

LIN M. CARPENTER

Lin M. Carpenter was born November 3, 1897, in Spruce Pine, North Carolina, and has lived there all of his life. His father, Jess E. Carpenter, a jeweler, was one of the early settlers of this area.

Mr. Carpenter finished the seventh grade at Spruce Pine, North Carolina, and has been unable to attend school beyond that grade.

In 1910 he worked as a mining hand for his father in several mica and feldspar mines around Spruce Pine. In 1912 he first became familiar with the characteristics of mica in his employment at the J. E. Burleson Mica Company, Spruce Pine, North Carolina, where he carried sheeted mica to the punch machines, and prepared fabricated mica for shipment. He had been with this company for only two years when he was made supervisor of the plant having under his immediate direction one hundred ten persons who sheeted and punched mica. He retained that position until 1919.

His next employment was with the Spruce Pine Mica Company, Spruce Pine, North Carolina, (1919) where he was employed as mica buyer and general manager. He retained this position for twenty-two years which afforded him the opportunity to become very familiar with the value, grade, the physical characteristics and dialectic properties of mica used in the electronics and electric appliance industry.

At the commencement of World War II he and Mr. John Phillips formed a partnership, "Carpenter and Phillips Mica Company" and established a business of fabricating mica, by hydraulic punch methods. Mr. Carpenter is the general manager; that is, the operation of this business is under his immediate control, and he personally buys the domestic and foreign mica in book and sheeted form which is the raw material for this plant.

Mr. Carpenter, due to his forty years experience in the purchase of mica and the supervision of mica sheeters and punch operators is considered by many to be the most qualified man to judge the quality of mica, and what probably is more important is his ability to render a large quantity or percentage of sheet mica from mica ore or books.

JAMES C. (CORBE) BUCHANAN

"Corbe" Buchanan was born June 14, 1894, in Mitchell County, North Carolina, and has lived in Spruce Pine, and its vicinity for the major portion of his life. He is married, and has five children who reside with him at his home in Spruce Pine.

His formal education consists of the completion of the Tenth grade at Harris High School in Spruce Pine, North Carolina, in 1912. His inability to attend school beyond this point has not inhibited his business success.

In 1912, at the age of fourteen, he was employed by the J. E. Burleson Mica Company as a rifter and sheeter of mica. In 1918 he obtained a slight raise in salary in his employment by the Universal Mica Company also located in Spruce Pine, North Carolina, as a rifter and sheeter, which job he held until 1922.

In 1922 the Creelman Mica Company, Waynesville, North Carolina, employed him as supervisor of twenty employees that sheeted book mica. This company became insolvant in 1923, and Mr. Buchanan began mining mica and feldspar as an individual.

Some of the mines which he has recently mined are listed below:

Jimmy Cut Mine on the property of
Mrs. Bunny Wiseman,
Mitchell County, North Carolina

Henry Young Mine
Cleveland County, North Carolina

George Young Mine
Catawba County, North Carolina

Bowen Mine
Cleveland County, North Carolina

In 1940 the Custer Mining Company of Custer, South Dakota, employed Mr. Buchanan as foreman of its sheeters and rifters. His immediate superiors were Mr. Edwin Wray and Mr. Ray Sharpe. He held this position until Colonial Mica Company employed him as a mica buyer in 1941, at which time, he returned to Spruce Pine, North Carolina, where he bought mica under the direct supervision of Mr. B. C. Burgess. His salary was $300 per month plus expenses. His ability as a mica buyer, and the satisfaction of his superiors in him is evidenced by the fact that he was not discharged from his position until the mica buying program was terminated in 1945.

Since 1945 Mr. Buchanan has mined several properties for feldspar and mica in and around Spruce Pine, North Carolina. Within the past few years he has established himself in business as owner of the "Army Surplus" store in Spruce Pine, North Carolina and the owner of pool halls in Irwin, Tennessee, Bristol, Virginia, Elk Park, North Carolina, and Spruce Pine, North Carolina.

N. E. MASHBURN

N. E. Mashburn was born on a farm near Franklin, North Carolina in 1904. His father was one of the early mica miners of this area, having produced commercial quantities of mica before the turn of the century. "N. E." has known mica all his life.

He completed the 10th grade in high school, at which time, due to his father's health, he found it necessary to help supplement his father's income by devoting his time in the wintertime working in mines as a mucker, and in the summer months as a farm hand.

Mr. Mashburn is now married and he lives with his family on a small farm just a few miles outside Franklin.

Because of his many years mining experience and his desire for safe mining operations, he has no difficulty in obtaining mining employees for the operations he supervises.

REFERENCES:

William B. McGuire, Jr.
Attorney at Law
Duke Power Co. Bldg.
Charlotte, North Carolina

Paul L. Grist
Franklin
North Carolina

The original signed copy of the Landlord's Subordination Agreement, covering the entire area described, to the lease of this application, has already been filed as a portion of the "Burke-John" application, DMA No. 2277.

If these conformed copies do not meet with your policy, we shall be glad to prepare photostats in any amount necessary of the original agreement filed with DMA 2277.

EXPLORATION

Subject: DMEA-2467
Re: Exploration Loan
Mashburn Prospect
April 3, 1952

#4375.00

Mr. N. E. Mashburn
Macon Mica Miners
General Delivery
Franklin, North Carolina

My dear Mr. Mashburn:

This will acknowledge receipt of your application dated March 12, 1952 for a loan under the Defense Production Act of 1950.

Your application was assigned Docket Number DMEA-2467 and referred to the Non-Metallics Division.

Kindly refer to DMEA-2467 in any future correspondence relating to your application.

Sincerely yours,

ROBERT E. ADAMS

Robert E. Adams
Acting Administrative Officer

7862

Form MF-103
(Revised June 1951)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.1.

MF-103 Should Be Filed With General Technical Data Form MF-100

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950

Not To Be Filled in by Applicant

Docket No. DMEA-2467
Metal or Mineral
Date Received 4-2-52
Amount $
Participation (Government %)

Name and address of applicant

Macon Mica Miners
c/o N. E. Mashburn
General Delivery
Franklin, North Carolina.

Date

If you have already filed MF-100, give date filed herewith, type of assistance requested

DMA Docket Number (if available)

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four copies each, of the signed application form, General Technical Data Form MF-100, and answers to questions as specified, to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive office thereof, with your name and address on each sheet of the application and all accompanying papers. If you have previously filed MF-100, it is not necessary to file it again. However, you should indicate in space provided above the type of assistance previously applied for (loans, procurement contracts, etc.) and DMA Docket Number, if available. *When a question is inapplicable it should be so stated in the form.* Additional sheets should be attached in answering any questions or in supplying additional information. IF YOU CANNOT ANSWER A QUESTION, SO STATE.

1. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property.

   (*b*) If you are not the owner of the property, submit a copy of the lease, purchase option, or other agreements under which you are authorized to operate the property with each copy of your application.

   (*c*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

   NOTE: (1) If both areas are the same, so state. The only obligation to repay the Government is from the net earnings from any commercial discovery made in the area specified in (*c*) above in which the exploration is to be conducted, and the expenditure of funds which may be charged as costs of the project must be limited to that area or to work necessary to perform the exploration in that area.

   (2) If applicant is not the owner of the property or if there are any liens or encumbrances against the property, copy of agreements of claimants, lienors, encumbrances, and lessors subordinating their interests in the property to the interest of the Government under the Exploration Project Contract will be required for attachment to the Contract.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
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2. (*a*) What metals or minerals do you expect to find?

   (*b*) Furnish statement of the geologic features of your property, giving type of ore deposit and reasons for expecting to find commercial ore bodies. Illustrate with maps or sketches. If you have a geologic or engineering report, or assay maps showing width and grade, please send them with application, stating whether or not you wish to have them returned.

The information requested in questions 3, 4, 5, 6, 7, 8, and 9 below should be answered specifically and in detail, as this information will be attached to and incorporated as part of the Exploration Project Contract, if such contract is entered into with you by the Government.

ANSWER EACH QUESTION ON SEPARATE SHEETS OF PAPER AND SUBMIT A COPY OF EACH ANSWER FOR EACH COPY OF YOUR APPLICATION.

3. (*a*) Describe fully the proposed work and give the total cost of the project.

   (*b*) State the time required to start the project and to complete it.

4. Submit a map or sketch of the property involved showing a plan (and cross section, if needed) of the present mine workings and the *location of the proposed exploration work* as related to geologic features, such as contacts, veins, ore-bearing beds, etc.

5. Furnish an itemized list of existing facilities, buildings, installations, and fixtures with a statement of the cost of any necessary rehabilitation or repairs to put into useful and operable condition.

6. Furnish a detailed list of additional facilities, buildings, and fixtures to be purchased, installed, or erected by you, with the estimated cost of each item.

7. Furnish a detailed list of operating equipment, separated into items to be—

   (*a*) Rented

   (*b*) Purchased

   (*c*) Furnished by you

   with the rental, purchase price, or depreciation of each item, as the case may be, to be charged as a cost of the project.

8. Furnish an itemized schedule of labor, by numbers and classes (miners, muckers, etc.) and of supervisors by numbers and positions, with the maximum wages or salaries to be paid to each.

9. Furnish a detailed list with estimated cost of each item for materials, supplies, engineering, assaying, accounting, power, water, utilities, and any other items not provided for above.

10. (*a*) How much are you prepared to invest in the proposed project?

    (*b*) Is this amount sufficient to pay your part of the cost of the project, in accordance with the regulations on Government participation (Sec. 9 of MO–5)?

11. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and accompanying papers is correct and complete to the best of their knowledge and belief.

Macon Mica Miners
(Name of company)

By M. E. Washburn
(Signature of authorized official)

March 12, 1952
(Date)

Manager (a general partner)
(Title)

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—64067-2

Macon Mica Miners
c/o N. E. Mashburn
General Delivery
Franklin, North Carolina

1. (a) Description of property is set forth in lease attached as Exhibit A.

   (b) Lease attached as Exhibit A.

   (c) Area that is the subject of this project is that within a circle formed by a radius 200 feet long extending from the center of the shaft that will be sunk in accordance with a contract obtained as a result of this application being granted.

2. (a) Strategic grade sheet mica of the grades and sizes purchasable under the domestic mica purchase program.

   workmap/ & dumps

   (b) This mine was last worked more than 40 years ago. Deposits indicate that much good mica was mined, but no one has ventured an estimation as to the value or quantities of mica produced.

   Mr. N. E. Mashburn remembers working this mine when he was very small and believes that much good mica came from this deposit. There is no published history on this mine.

3. (a) It is proposed to sink a timbered shaft 70 feet deep at the point indicated on the attached map of the mine. After the shaft is sunk to that depth, it is proposed to drive a drift 35 feet in each direction following the richest mica concentration or vein in the pegmatite.

   (b) The project will be commenced as soon as the Government contract for the exploration project is let. It is anticipated that the project will be completed within a fourteen-week period after its commencement.

4. There are no geological maps available showing prior workings. This mine was last in production more than 40 years ago. However, having discussed this mine with persons that have some recollection of its situation and history has made it possible for the applicant to make a rough sketch of the mine, which is attached as Exhibit B.

5. There are no existing buildings or facilities that may be used or restored.

6-9 The applicant desires to obtain a contract based on a footage basis. That is, the applicant will perform this exploratory work under a contract, the provisions of which are along the following lines. $45 per foot for each foot

Macon Mica Miners
c/o N. E. Mashburn
General Delivery
Franklin, North Carolina

of depth of a 5X7 timbered shaft, the shaft being timbered until solid rock or pegmatite is encountered and not timbered thereafter, and $35 per foot of drift driven from the shaft.

10. (a) 10% of the per-footage cost.

(b) Yes.

11. This mine is located in an area abounding in pegmatites. This area is well known for the "ruby mica" content of its pegmatite.

The partners comprising this partnership are: Lin M. Carpenter of Spruce Pine, North Carolina; James C. (Corbe) Buchanan of Spruce Pine, North Carolina and N. E. Mashburn of Franklin, North Carolina. The personal history and mining experience of each is attached as Exhibit C.

Form MF-100
(May 1951)

Docket Copy

U.S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Form approved.
Budget Bureau No. 42-R1026.

GENERAL TECHNICAL DATA
FOR USE UNDER THE
DEFENSE PRODUCTION ACT OF 1950

NOT TO BE FILLED IN BY APPLICANT

Docket No. DMEA-2467

Date received 4-2-52

Macon Mica Miners
c/o N. E. Mashburn
General Delivery
Franklin, North Carolina

Name and address of applicant

Date _____

INSTRUCTIONS

This form is to be filed with Defense Minerals Administration, Department of the Interior, Washington 25, D. C. It should be accompanied by appropriate application form when a specific type of Government assistance is requested, in the form of (1) loan, (2) purchase contract, (3) Government guarantee of a private loan, (4) priorities or allocation of mining equipment, and maintenance, repair and operating supplies, and (5) other forms of Government assistance that might arise under the Act. Submit four (4) signed copies of the form and accompanying papers. Name and address should be stamped or typed on each sheet of this form and all accompanying papers. *When a question is inapplicable it should be so stated on the form.* Additional sheets may be attached in answering any questions or in supplying additional information. (IF YOU CANNOT ANSWER A QUESTION, SO STATE.) If a question is answered elsewhere indicate where answered. It is not necessary to answer it again.

GENERAL TECHNICAL DATA

Supply the following information on separate sheets, arranged, numbered, and lettered as indicated:

1. Materials produced:
   (*a*) What are the chief mine, mill, or smelter products?
   (*b*) What are the byproducts, if any?
2. Name(s) and type(s) of mine(s), mill(s), smelter(s), refinery(ies), pit(s), quarry (ies), drilling operation(s). Include old names of property, if any. Show extent of workings, including the following:
   (*a*) Linear feet of shafts.
   (*b*) Linear feet of drifts and crosscuts.
   (*c*) Linear feet of tunnels or adits.
   (*d*) Linear feet of other mine openings (explain briefly).

   Indicate whether mine is flooded or not. Describe any pumping problems. Give size or productive capacity.
3. For each operation listed above supply the following:
   (*a*) Distance and direction from nearest town and shipping point.
   (*b*) Mining district.
   (*c*) Township, Section, Range.
   (*d*) County, State.

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4. (*a*) State whether or not property is now in operation, and if in operation, by whom operated.
   (*b*) Are you operating this property as:
   - ☐ Owner.
   - ☐ Lessee.
   - ☐ Contractor.
5. Number of years in production _____

   If not in production or operation, estimated date when production will begin _____
6. Experience of operators:

   Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who manage the project.
7. History:
   (*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for suspension of operation.
   (*b*) State briefly the known history and production of adjoining and neighboring properties.
   (*c*) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development, and metallurgical investigations.

8. Names and addresses of Officers, Directors, or Partners, and in addition thereto, the five largest stockholders if applicant is a corporation.

Name and Address (a)	Official Title (If officer is also director indicate by "D") (b)	Total of Annual Salary, Commissions, Bonuses, Etc., Received From Applicant and Affiliates During Last Fiscal Year (c)	Estimated Net Worth Outside of Interest in Applicant (d)	Number of Shares Held in Applicant Corporation: Common (e)	Number of Shares Held in Applicant Corporation: Preferred (f)	Life Insurance Carried for Benefit of Applicant: Amount (g)	Life Insurance Carried for Benefit of Applicant: Net Cash Surrender Value After Loans (h)
Lin Carpenter							
Spruce Pine, N. C.	Gen. Part.	-----	75,000	-----	-----	-----	-----
J. C. Buchanan							
Spruce Pine, N. C.	Gen. Part.	-----	20,000	-----	-----	------	------
N. E. Mashburn							
Franklin, N. C.	Gen. Part.	-----	15,000	-----	-----	-----	-----
	Total		x x x x x			x x x x x	x x x x x

If more lines are needed continue on separate sheet.

9. Capital Stock Issues:

For Corporate Applicants

Item	Authorized (a)	Outstanding (b)	Par Value (c)	Number of Shares Outstanding (d)	Dividend Rate Last Paid* (e)
Common stock	$	$	$		
Preferred stock	$	$	$		

*Indicate period covered.

10. Production:

Item	Kind of Product (a)	1948 Total (b)	1949 Total (c)	1950 Total (d)	Present Average Monthly (e)
1. Quantity of product mined or quarried (Short, long, metric tons; barrels; pounds; etc.)					
2. Quantity of product processed (specify unit of measure and type of process)					
3. Quantity and grade of product sold or shipped (specify units of measure)					

11. Do you contemplate a change in the present average monthly rate of production? If so, state estimated maximum monthly production and basis of change.

12. Ore or Mineral Reserves:

(a) Describe the ore or mineral deposit briefly. Accompany the application by any available report on the geology and ore reserves.

MF 100 Defense Minerals Exploration Administration

Macon Mica Miners
c/o N. E. Mashburn
General Delivery
Franklin, North Carolina

1. (a) Strategic grade sheet mica.

   (b) Possibility of feldspar and pegmatite hevies.

2. Measurements on past operations not available.

3. The mine is located 5 miles NW of Franklin, North Carolina. It is in the Franklin-Sylvan mining district in Macon County, North Carolina.

4. Operator is lessee.

5. This mine has not been in production recently, but several decades ago, this is during and prior to World War I, it was a fair producer.

6. See MF 103.

7. Production records have not been kept pertaining to the production of this mine. During the period of its largest production, adequate records were seldom kept by any miner.

8. See answer in form MF 100.

9. Not applicable.

10. Not now in production.

11. Not applicable.

12. No known method of determining the ore reserve of pegmatite minerals.

13. Mine is located 5 miles NW of Franklin, North Carolina. Access road is good.

14. No flow operation contemplated.

15. No electric equipment contemplated.

16. See MF 103.

17. See MF 103.

18. None.

(*b*) If deposit is other than placer:

(1) Submit assay plans and/or sections showing location and size of proved (measured) and probable (indicated) ore or mineral reserve.

(2) State the tonnage (indicate type of ton) and grade of each class of ore reserve, as above, and show how computed. Tabulated total ore reserve as follows:

TOTAL ORE OR MINERAL RESERVES

Ore or Mineral Reserve	Estimated Tons (a)	Metal or Mineral Content Per Ton (Grade) (b)	Gross Value Per Ton (c)	Recoverable Unit Value Per Ton (d)	Estimated Cost of Production Per Ton (e)
Measured (proved)					
Indicated (probable)					

(*c*) If placer:

(1) Give estimated total yardage and average marketable mineral content of each deposit.

(2) Submit map showing location of placer deposit and surrounding area, with all test holes or pits. Submit logs of each hole and test pit with depth and average value of each.

(3) Describe gravel, stating whether fine, medium or coarse; loose, tight, cemented, or frozen, and whether it contains stumps or boulders more than 1 foot in diameter; if so, how large, and in what proportion.

(4) Describe bedrock, giving type (granite, sandstone, shale, etc.) and state whether it is hard or soft, smooth, even or rough.

(5) Describe overburden, stating whether loose, tight, or cemented; fine or coarse textured; furnish estimate of average thickness and total amount.

(6) Tabulate the reserves using the form outlined above for ore or mineral reserves.

13. Access Roads:

Give road distances to shipping, supply and residence points, stating kind and condition of roads.

14. Water Supply:

State source and quantity of water available for operations and whether sufficient for all seasons of year.

15. Power:

State amount of power used, rate per hour, and source thereof.

16. Labor:

State number and classes (miners, muckers, millmen, etc.) of men employed during a recent representative payroll period.

17. Equipment and Facilities:

Describe present equipment on the property, including buildings. (State condition.) List major pieces of equipment now owned or controlled and in serviceable condition available for this operation.

18. Are there any particular conditions or circumstances affecting your operations that are not described above? If so, explain.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and accompanying papers is correct and complete to the best of their knowledge and belief.

MACON MICA MINERS

Macon Mica Miners
(Name of company)

By C B Collins, Atty
(Signature of authorized official)

April 1, 1952
(Date)

Attorney
(Title)

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—63792-1

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the owner in fee simple of that certain parcel of ground in the county of Macon, State of North Carolina, described in a certain Exploration Project Contract dated _____, 1951, between N. E. Mashburn, Lin Carpenter, and J. C. Buchanan, the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated 9th day of August, 1951, does by these presents subordinate all of his right, title, and interest under the provisions of said lease 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 to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may 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 1st day of December, 1951.

/s/ Eliza Cobb Grist
/s/ Paul L. Grist

U. S. GOVERNMENT PRINTING OFFICE 16—64582-1

MF-202

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MF-202

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MF-202

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/s/ Eliza Cobb Grist
/s/ Paul L. Grist

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

Dated this 1st day of December, 1951.

/s/ Eliza Cobb Grist
/s/ Paul L. Grist

U. S. GOVERNMENT PRINTING OFFICE 16—64582-1

MF-200
(June 1951)

Docket No. DMA _____
Commodity _____

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

EXPLORATION PROJECT CONTRACT [1]

It is agreed this _____ day of _____, 195___, between the United States of America, acting through the Department of the Interior, Defense Minerals Administration, hereinafter called the "Government," and [2] _____

_____

_____

_____

_____

hereinafter called the "Operator," as follows:

1. *Authority for contract.* This agreement is entered into under the authority of the Defense Production Act of 1950, pursuant to Mineral Order 5, entitled "Regulations Governing Government Aid in Defense Exploration Projects."

2. *Operator's property rights.* The exploration project shall be conducted on that certain property situated in the State of _____, County of _____ described as follows: [3] _____

_____

_____

_____

_____

_____

with respect to which the Operator represents and undertakes: [4]

(*a*) That he is the sole owner, in possession and entitled to possession, and that the property is subject only to the following claims, liens, or encumbrances as to each of which the subordination agreement of the holder is attached: _____

_____

_____

_____

(*b*) That he is a lessee, in possession and entitled to possession, and the subordination agreement of the lessor is attached.

3. *Exploration project.* The Operator, within _____ days from the date of this contract shall commence work on a project of exploration for [5] _____; shall prosecute the work efficiently, expertly, in a workmanlike manner, in accordance with good mining standards, with suitable and adequate equipment, materials, and labor, all properly designed to bring the project to completion within a period of [6] _____ from the date of this contract. The exploration project and the work to be performed are more fully described on Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, is made a part of this contract.

4. *Performance of the work.* The work shall be performed by the Operator, under his sole direction and control: *Provided,* That with the consent of the Government and its written approval of the contract or contracts, all or any part of the work may be performed by the Operator through contract or contracts with independent contractors. 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.

5. *Fixtures and improvements.* 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. Any additional facilities, buildings, and fixtures, to be purchased, installed, or erected by the Operator, with the estimated cost of each, to which the Government will contribute currently its agreed pro rata share, are listed in Exhibit "A" attached hereto. The difference between the cost of such additional facilities, buildings, or fixtures, and the salvage value thereof at the conclusion of the work, shall be charged as a cost of the project to which the Government has contributed its pro rata share.

6. *Operating equipment.* Any operating equipment to be rented, purchased, or furnished by the Operator, with the allowable rental, purchase price, or depreciation, as the case may be, is listed under appropriate headings in Exhibit "A" attached hereto. As to equipment purchased for the project, the Government will contribute its agreed pro rata share of the cost thereof, and the difference between the cost and the salvage value at the conclusion of the work shall be charged as a cost of the project to which the Government has contributed its pro rata share.

[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.
[4] Strike out the provision not applicable.
[5] Name of mineral.
[6] Not in excess of 2 years.

7. *Title to and disposition of property.* All facilities, buildings, fixtures, equipment, or other items costing more than $50 each, paid for or purchased with funds contributed jointly by the Operator and the Government, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the termination of the contract, if they have any salvage value, shall be disposed of for their joint account unless the Government, in writing, waives its interest in any such items. The Government may require the dismantling, severance from land, and removal of any such items in order to realize its interest in the salvage value thereof, and the cost of any such removal and of the disposal of the items shall be for the joint account of the parties in proportion to their respective interests.

8. *Labor and supervision.* An itemized schedule of labor, by numbers and classes (miners, muckers, millmen, etc.), and of supervisors, by numbers and positions, with the maximum wages or salaries that may be paid to each as an allowable cost of the project is set forth in Exhibit "A" attached hereto.

9. *Rehabilitation and repairs.* A statement of the cost of any necessary rehabilitation or repairs to put existing facilities, buildings, installations, and fixtures into useful and operable condition and which are to be allowed as costs of the project is included in Exhibit "A."

10. *Allowable costs of the project.* The costs of the project in which the Government will participate are limited to the necessary, reasonable, direct costs of performing the exploration work, including the costs of materials, supplies, engineering, power, water, analytical work, accounting, and utilities, including items of equipment costing less than $50 each; and the costs referred to in Articles 5, 6, 8, and 9, and the exhibits annexed to and referred to in this contract. Although the Government may pay part of the cost of new or additional facilities, structures, buildings, and equipment, only the depreciation on such items, computed as indicated in Articles 5 and 6, will be charged as a cost of the project. No items of general overhead, corporate management, interest, taxes, or any other indirect costs not expressly allowed by these provisions, or work performed or costs incurred before the date of this contract, shall be allowed as costs of the project in which the Government will participate.

11. *Accounts and audits.* The Operator shall keep suitable records and accounts of operations, which the Government may inspect and audit at any time. The Government may at any time require an audit of the Operator's records and accounts by a certified public accountant, 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.

12. *Progress reports.* The Operator shall provide the Government with monthly reports of work performed under the contract upon forms to be provided by the Government. Each monthly progress report shall bear the certification of the Operator and shall constitute the Operator's invoice of costs incurred on the project during the period covered by the report.

13. *Payment to the Operator.* The monthly progress report (invoice), to the extent approved by the Government, shall be processed for payment by the Government. Payment shall be made in the amount of _____ percent of the approved costs incurred; *Provided,* That the aggregate total of all sums paid by the Government under this agreement shall not exceed $_____, which is _____ percent of the agreed estimated total cost of this project, $_____.

14. *Final reports by Operator.* Upon completion of the project or termination of this contract, the Operator shall provide the Government with a comprehensive geologic and engineering report, including an estimate of ore reserves, to the best of his ability. Four copies of all reports shall be furnished to the Government.

15. *Repayment by Operator.* If, upon the completion of the exploration project or termination of the contract, the Government considers that a discovery or development has resulted from the work from which commercial production of ore may be made, the Government, within 6 months thereafter, shall so certify to the Operator, particularly describing and delimiting its estimate of the discovery or the development. Thereafter, if and as ore is produced as a result of such discovery or development, the Operator and his successor in interest shall be and become obligated to pay to the Government a percentage royalty on the net smelter returns or other net proceeds realized from such ore, concentrates, or metal produced within ten (10) years from the date of this contract, until the total amount contributed by the Government, without interest, is fully repaid or said 10 years have elapsed, whichever occurs first, as follows:

Of net smelter returns or other net proceeds not in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent.

Of net smelter returns or other net proceeds in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent, plus one-half (½) percent for each additional full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

This obligation to repay from net returns or proceeds shall be and remain a claim and lien upon the mineral deposit which is the subject of the exploration project and upon any production resulting from such discovery or development, in favor of the Government, until fully paid, or until said 10-year period has elapsed; and this claim and lien and the Government's right to repayment shall survive any termination of the contract, whether by completion of the exploration project or otherwise. This article is not to be construed as imposing any obligation on the Operator or his successor in interest to produce ore from any such discovery or development.

16. *No assignment of contract.* Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder.

17. *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 worthwhile discovery and in the opinion of the Government further operations are not justified. Upon the completion of the project or any termination of the contract the Operator shall render to the Government a full and final accounting of his operations under the contract and his expenditures of money; shall dispose of any unused materials, supplies, and equipment for the joint account of the Operator and the Government in the proportion of their respective interests; and shall pay to the Government its pro-rata share of any money remaining.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

Macon Mica Miners
(Operator)

By _____

By N. E. Marlburn

U. S. GOVERNMENT PRINTING OFFICE 16—64066-2

MF-200
(June 1951)

Docket No. DMA _____
Commodity _____

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

EXPLORATION PROJECT CONTRACT [1]

It is agreed this _____ day of _____, 195__, between the United States of America, acting through the Department of the Interior, Defense Minerals Administration, hereinafter called the "Government," and [2] _____
_____
_____
_____
_____
hereinafter called the "Operator," as follows:

1. *Authority for contract.* This agreement is entered into under the authority of the Defense Production Act of 1950, pursuant to Mineral Order 5, entitled "Regulations Governing Government Aid in Defense Exploration Projects."

2. *Operator's property rights.* The exploration project shall be conducted on that certain property situated in the State of _____, County of _____ described as follows: [3] _____
_____
_____
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with respect to which the Operator represents and undertakes: [4]

(*a*) That he is the sole owner, in possession and entitled to possession, and that the property is subject only to the following claims, liens, or encumbrances as to each of which the subordination agreement of the holder is attached: _____
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(*b*) That he is a lessee, in possession and entitled to possession, and the subordination agreement of the lessor is attached.

3. *Exploration project.* The Operator, within _____ days from the date of this contract shall commence work on a project of exploration for [5] _____; shall prosecute the work efficiently, expertly, in a workmanlike manner, in accordance with good mining standards, with suitable and adequate equipment, materials, and labor, all properly designed to bring the project to completion within a period of [6] _____ from the date of this contract. The exploration project and the work to be performed are more fully described on Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, is made a part of this contract.

4. *Performance of the work.* The work shall be performed by the Operator, under his sole direction and control: *Provided,* That with the consent of the Government and its written approval of the contract or contracts, all or any part of the work may be performed by the Operator through contract or contracts with independent contractors. 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.

5. *Fixtures and improvements.* 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. Any additional facilities, buildings, and fixtures, to be purchased, installed, or erected by the Operator, with the estimated cost of each, to which the Government will contribute currently its agreed pro rata share, are listed in Exhibit "A" attached hereto. The difference between the cost of such additional facilities, buildings, or fixtures, and the salvage value thereof at the conclusion of the work, shall be charged as a cost of the project to which the Government has contributed its pro rata share.

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[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.
[4] Strike out the provision not applicable.
[5] Name of mineral.
[6] Not in excess of 2 years.

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8. *Labor and supervision.* An itemized schedule of labor, by numbers and classes (miners, muckers, millmen, etc.), and of supervisors, by numbers and positions, with the maximum wages or salaries that may be paid to each as an allowable cost of the project is set forth in Exhibit "A" attached hereto.

9. *Rehabilitation and repairs.* A statement of the cost of any necessary rehabilitation or repairs to put existing facilities, buildings, installations, and fixtures into useful and operable condition and which are to be allowed as costs of the project is included in Exhibit "A."

10. *Allowable costs of the project.* The costs of the project in which the Government will participate are limited to the necessary, reasonable, direct costs of performing the exploration work, including the costs of materials, supplies, engineering, power, water, analytical work, accounting, and utilities, including items of equipment costing less than $50 each; and the costs referred to in Articles 5, 6, 8, and 9, and the exhibits annexed to and referred to in this contract. Although the Government may pay part of the cost of new or additional facilities, structures, buildings, and equipment, only the depreciation on such items, computed as indicated in Articles 5 and 6, will be charged as a cost of the project. No items of general overhead, corporate management, interest, taxes, or any other indirect costs not expressly allowed by these provisions, or work performed or costs incurred before the date of this contract, shall be allowed as costs of the project in which the Government will participate.

11. *Accounts and audits.* The Operator shall keep suitable records and accounts of operations, which the Government may inspect and audit at any time. The Government may at any time require an audit of the Operator's records and accounts by a certified public accountant, 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.

12. *Progress reports.* The Operator shall provide the Government with monthly reports of work performed under the contract upon forms to be provided by the Government. Each monthly progress report shall bear the certification of the Operator and shall constitute the Operator's invoice of costs incurred on the project during the period covered by the report.

13. *Payment to the Operator.* The monthly progress report (invoice), to the extent approved by the Government, shall be processed for payment by the Government. Payment shall be made in the amount of _____ percent of the approved costs incurred; *Provided,* That the aggregate total of all sums paid by the Government under this agreement shall not exceed $_____, which is _____ percent of the agreed estimated total cost of this project, $_____.

14. *Final reports by Operator.* Upon completion of the project or termination of this contract, the Operator shall provide the Government with a comprehensive geologic and engineering report, including an estimate of ore reserves, to the best of his ability. Four copies of all reports shall be furnished to the Government.

15. *Repayment by Operator.* If, upon the completion of the exploration project or termination of the contract, the Government considers that a discovery or development has resulted from the work from which commercial production of ore may be made, the Government, within 6 months thereafter, shall so certify to the Operator, particularly describing and delimiting its estimate of the discovery or the development. Thereafter, if and as ore is produced as a result of such discovery or development, the Operator and his successor in interest shall be and become obligated to pay to the Government a percentage royalty on the net smelter returns or other net proceeds realized from such ore, concentrates, or metal produced within ten (10) years from the date of this contract, until the total amount contributed by the Government, without interest, is fully repaid or said 10 years have elapsed, whichever occurs first, as follows:

Of net smelter returns or other net proceeds not in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent.

Of net smelter returns or other net proceeds in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent, plus one-half (½) percent for each additional full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

This obligation to repay from net returns or proceeds shall be and remain a claim and lien upon the mineral deposit which is the subject of the exploration project and upon any production resulting from such discovery or development, in favor of the Government, until fully paid, or until said 10-year period has elapsed; and this claim and lien and the Government's right to repayment shall survive any termination of the contract, whether by completion of the exploration project or otherwise. This article is not to be construed as imposing any obligation on the Operator or his successor in interest to produce ore from any such discovery or development.

16. *No assignment of contract.* Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder.

17. *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 worthwhile discovery and in the opinion of the Government further operations are not justified. Upon the completion of the project or any termination of the contract the Operator shall render to the Government a full and final accounting of his operations under the contract and his expenditures of money; shall dispose of any unused materials, supplies, and equipment for the joint account of the Operator and the Government in the proportion of their respective interests; and shall pay to the Government its pro-rata share of any money remaining.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

Macon Mica Miners
(Operator)

By _____

By N. E. Mackburn

U. S. GOVERNMENT PRINTING OFFICE 16—64066-2

MF-200
(June 1951)

Docket No. DMA _____
Commodity _____

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

EXPLORATION PROJECT CONTRACT [1]

It is agreed this _____ day of _____, 195___, between the United States of America, acting through the Department of the Interior, Defense Minerals Administration, hereinafter called the "Government," and [2] _____

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hereinafter called the "Operator," as follows:

1. *Authority for contract.* This agreement is entered into under the authority of the Defense Production Act of 1950, pursuant to Mineral Order 5, entitled "Regulations Governing Government Aid in Defense Exploration Projects."

2. *Operator's property rights.* The exploration project shall be conducted on that certain property situated in the State of _____, County of _____ described as follows: [3] _____

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with respect to which the Operator represents and undertakes: [4]

(*a*) That he is the sole owner, in possession and entitled to possession, and that the property is subject only to the following claims, liens, or encumbrances as to each of which the subordination agreement of the holder is attached: _____

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(*b*) That he is a lessee, in possession and entitled to possession, and the subordination agreement of the lessor is attached.

3. *Exploration project.* The Operator, within _____ days from the date of this contract shall commence work on a project of exploration for [5] _____; shall prosecute the work efficiently, expertly, in a workmanlike manner, in accordance with good mining standards, with suitable and adequate equipment, materials, and labor, all properly designed to bring the project to completion within a period of [6] _____ from the date of this contract. The exploration project and the work to be performed are more fully described on Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, is made a part of this contract.

4. *Performance of the work.* The work shall be performed by the Operator, under his sole direction and control: *Provided,* That with the consent of the Government and its written approval of the contract or contracts, all or any part of the work may be performed by the Operator through contract or contracts with independent contractors. 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.

5. *Fixtures and improvements.* 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. Any additional facilities, buildings, and fixtures, to be purchased, installed, or erected by the Operator, with the estimated cost of each, to which the Government will contribute currently its agreed pro rata share, are listed in Exhibit "A" attached hereto. The difference between the cost of such additional facilities, buildings, or fixtures, and the salvage value thereof at the conclusion of the work, shall be charged as a cost of the project to which the Government has contributed its pro rata share.

6. *Operating equipment.* Any operating equipment to be rented, purchased, or furnished by the Operator, with the allowable rental, purchase price, or depreciation, as the case may be, is listed under appropriate headings in Exhibit "A" attached hereto. As to equipment purchased for the project, the Government will contribute its agreed pro rata share of the cost thereof, and the difference between the cost and the salvage value at the conclusion of the work shall be charged as a cost of the project to which the Government has contributed its pro rata share.

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[2] State name, address, and nature of organization if any.
[3] Give legal description or enough to identify the property.
[4] Strike out the provision not applicable.
[5] Name of mineral.
[6] Not in excess of 2 years.

7. *Title to and disposition of property.* All facilities, buildings, fixtures, equipment, or other items costing more than $50 each, paid for or purchased with funds contributed jointly by the Operator and the Government, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the termination of the contract, if they have any salvage value, shall be disposed of for their joint account unless the Government, in writing, waives its interest in any such items. The Government may require the dismantling, severance from land, and removal of any such items in order to realize its interest in the salvage value thereof, and the cost of any such removal and of the disposal of the items shall be for the joint account of the parties in proportion to their respective interests.

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Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

Macon Mica Miners
(Operator)

By _____

By N. E. Mashburn

U. S. GOVERNMENT PRINTING OFFICE 16—64066-2

MF-200
(June 1951)

Docket No. DMA _____
Commodity _____

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

EXPLORATION PROJECT CONTRACT [1]

It is agreed this _____ day of _____, 195__, between the United States of America, acting through the Department of the Interior, Defense Minerals Administration, hereinafter called the "Government," and [2] _____

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Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

Macon Mica Miners
(Operator)

By _____

By N. E. Mashburn

U. S. GOVERNMENT PRINTING OFFICE 16—64066-2

MF-200
(June 1951)

Docket No. DMA _____
Commodity _____

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

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15. *Repayment by Operator.* If, upon the completion of the exploration project or termination of the contract, the Government considers that a discovery or development has resulted from the work from which commercial production of ore may be made, the Government, within 6 months thereafter, shall so certify to the Operator, particularly describing and delimiting its estimate of the discovery or the development. Thereafter, if and as ore is produced as a result of such discovery or development, the Operator and his successor in interest shall be and become obligated to pay to the Government a percentage royalty on the net smelter returns or other net proceeds realized from such ore, concentrates, or metal produced within ten (10) years from the date of this contract, until the total amount contributed by the Government, without interest, is fully repaid or said 10 years have elapsed, whichever occurs first, as follows:

Of net smelter returns or other net proceeds not in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent.

Of net smelter returns or other net proceeds in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent, plus one-half (½) percent for each additional full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

This obligation to repay from net returns or proceeds shall be and remain a claim and lien upon the mineral deposit which is the subject of the exploration project and upon any production resulting from such discovery or development, in favor of the Government, until fully paid, or until said 10-year period has elapsed; and this claim and lien and the Government's right to repayment shall survive any termination of the contract, whether by completion of the exploration project or otherwise. This article is not to be construed as imposing any obligation on the Operator or his successor in interest to produce ore from any such discovery or development.

16. *No assignment of contract.* Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder.

17. *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 worthwhile discovery and in the opinion of the Government further operations are not justified. Upon the completion of the project or any termination of the contract the Operator shall render to the Government a full and final accounting of his operations under the contract and his expenditures of money; shall dispose of any unused materials, supplies, and equipment for the joint account of the Operator and the Government in the proportion of their respective interests; and shall pay to the Government its pro-rata share of any money remaining.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

Macon Mica Miners
(Operator)

By _____

By N. E. Mackburn

U. S. GOVERNMENT PRINTING OFFICE 16—64066-2

MF-200
(June 1951)

Docket No. DMA _____
Commodity _____

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

EXPLORATION PROJECT CONTRACT [1]

It is agreed this _____ day of _____, 195___, between the United States of America, acting through the Department of the Interior, Defense Minerals Administration, hereinafter called the "Government," and [2] _____

_____

_____

_____

_____

hereinafter called the "Operator," as follows:

1. *Authority for contract.* This agreement is entered into under the authority of the Defense Production Act of 1950, pursuant to Mineral Order 5, entitled "Regulations Governing Government Aid in Defense Exploration Projects."

2. *Operator's property rights.* The exploration project shall be conducted on that certain property situated in the State of _____, County of _____ described as follows: [3] _____

_____

_____

_____

_____

_____

with respect to which the Operator represents and undertakes: [4]

(*a*) That he is the sole owner, in possession and entitled to possession, and that the property is subject only to the following claims, liens, or encumbrances as to each of which the subordination agreement of the holder is attached: _____

_____

_____

_____

(*b*) That he is a lessee, in possession and entitled to possession, and the subordination agreement of the lessor is attached.

3. *Exploration project.* The Operator, within _____ days from the date of this contract shall commence work on a project of exploration for [5] _____; shall prosecute the work efficiently, expertly, in a workmanlike manner, in accordance with good mining standards, with suitable and adequate equipment, materials, and labor, all properly designed to bring the project to completion within a period of [6] _____ from the date of this contract. The exploration project and the work to be performed are more fully described on Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, is made a part of this contract.

4. *Performance of the work.* The work shall be performed by the Operator, under his sole direction and control: *Provided,* That with the consent of the Government and its written approval of the contract or contracts, all or any part of the work may be performed by the Operator through contract or contracts with independent contractors. 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.

5. *Fixtures and improvements.* 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. Any additional facilities, buildings, and fixtures, to be purchased, installed, or erected by the Operator, with the estimated cost of each, to which the Government will contribute currently its agreed pro rata share, are listed in Exhibit "A" attached hereto. The difference between the cost of such additional facilities, buildings, or fixtures, and the salvage value thereof at the conclusion of the work, shall be charged as a cost of the project to which the Government has contributed its pro rata share.

6. *Operating equipment.* Any operating equipment to be rented, purchased, or furnished by the Operator, with the allowable rental, purchase price, or depreciation, as the case may be, is listed under appropriate headings in Exhibit "A" attached hereto. As to equipment purchased for the project, the Government will contribute its agreed pro rata share of the cost thereof, and the difference between the cost and the salvage value at the conclusion of the work shall be charged as a cost of the project to which the Government has contributed its pro rata share.

[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.
[4] Strike out the provision not applicable.
[5] Name of mineral.
[6] Not in excess of 2 years.

7. *Title to and disposition of property.* All facilities, buildings, fixtures, equipment, or other items costing more than $50 each, paid for or purchased with funds contributed jointly by the Operator and the Government, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the termination of the contract, if they have any salvage value, shall be disposed of for their joint account unless the Government, in writing, waives its interest in any such items. The Government may require the dismantling, severance from land, and removal of any such items in order to realize its interest in the salvage value thereof, and the cost of any such removal and of the disposal of the items shall be for the joint account of the parties in proportion to their respective interests.

8. *Labor and supervision.* An itemized schedule of labor, by numbers and classes (miners, muckers, millmen, etc.), and of supervisors, by numbers and positions, with the maximum wages or salaries that may be paid to each as an allowable cost of the project is set forth in Exhibit "A" attached hereto.

9. *Rehabilitation and repairs.* A statement of the cost of any necessary rehabilitation or repairs to put existing facilities, buildings, installations, and fixtures into useful and operable condition and which are to be allowed as costs of the project is included in Exhibit "A."

10. *Allowable costs of the project.* The costs of the project in which the Government will participate are limited to the necessary, reasonable, direct costs of performing the exploration work, including the costs of materials, supplies, engineering, power, water, analytical work, accounting, and utilities, including items of equipment costing less than $50 each; and the costs referred to in Articles 5, 6, 8, and 9, and the exhibits annexed to and referred to in this contract. Although the Government may pay part of the cost of new or additional facilities, structures, buildings, and equipment, only the depreciation on such items, computed as indicated in Articles 5 and 6, will be charged as a cost of the project. No items of general overhead, corporate management, interest, taxes, or any other indirect costs not expressly allowed by these provisions, or work performed or costs incurred before the date of this contract, shall be allowed as costs of the project in which the Government will participate.

11. *Accounts and audits.* The Operator shall keep suitable records and accounts of operations, which the Government may inspect and audit at any time. The Government may at any time require an audit of the Operator's records and accounts by a certified public accountant, 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.

12. *Progress reports.* The Operator shall provide the Government with monthly reports of work performed under the contract upon forms to be provided by the Government. Each monthly progress report shall bear the certification of the Operator and shall constitute the Operator's invoice of costs incurred on the project during the period covered by the report.

13. *Payment to the Operator.* The monthly progress report (invoice), to the extent approved by the Government, shall be processed for payment by the Government. Payment shall be made in the amount of _____ percent of the approved costs incurred; *Provided,* That the aggregate total of all sums paid by the Government under this agreement shall not exceed $_____, which is _____ percent of the agreed estimated total cost of this project, $_____.

14. *Final reports by Operator.* Upon completion of the project or termination of this contract, the Operator shall provide the Government with a comprehensive geologic and engineering report, including an estimate of ore reserves, to the best of his ability. Four copies of all reports shall be furnished to the Government.

15. *Repayment by Operator.* If, upon the completion of the exploration project or termination of the contract, the Government considers that a discovery or development has resulted from the work from which commercial production of ore may be made, the Government, within 6 months thereafter, shall so certify to the Operator, particularly describing and delimiting its estimate of the discovery or the development. Thereafter, if and as ore is produced as a result of such discovery or development, the Operator and his successor in interest shall be and become obligated to pay to the Government a percentage royalty on the net smelter returns or other net proceeds realized from such ore, concentrates, or metal produced within ten (10) years from the date of this contract, until the total amount contributed by the Government, without interest, is fully repaid or said 10 years have elapsed, whichever occurs first, as follows:

Of net smelter returns or other net proceeds not in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent.

Of net smelter returns or other net proceeds in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent, plus one-half (½) percent for each additional full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

This obligation to repay from net returns or proceeds shall be and remain a claim and lien upon the mineral deposit which is the subject of the exploration project and upon any production resulting from such discovery or development, in favor of the Government, until fully paid, or until said 10-year period has elapsed; and this claim and lien and the Government's right to repayment shall survive any termination of the contract, whether by completion of the exploration project or otherwise. This article is not to be construed as imposing any obligation on the Operator or his successor in interest to produce ore from any such discovery or development.

16. *No assignment of contract.* Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder.

17. *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 worthwhile discovery and in the opinion of the Government further operations are not justified. Upon the completion of the project or any termination of the contract the Operator shall render to the Government a full and final accounting of his operations under the contract and his expenditures of money; shall dispose of any unused materials, supplies, and equipment for the joint account of the Operator and the Government in the proportion of their respective interests; and shall pay to the Government its pro-rata share of any money remaining.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

Macon Mica Miners
(Operator)

By _____

By N. E. Mashburn

U. S. GOVERNMENT PRINTING OFFICE 16—64066-2

Exhibit A

NORTH CAROLINA

MACON COUNTY

THIS LEASE AGREEMENT, Made and entered into this the 9th day of August, 1951, by and between ELISA COBB GRIST and her husband, PAUL GRIST, of Macon County, North Carolina, parties of the first part, and N. E. MASHBURN, of Macon County, North Carolina, and LIN CARPENTER and J. C. BUCHANAN, of Mitchell County, North Carolina, parties of the second part;

W I T N E S S E T H:

That said parties of the first part in consideration of One ($1.00) Dollar paid to them by parties of the second part, the receipt of which is hereby acknowledged, and subject to the terms and conditions hereinafter set forth, have let and leased and by these presents do hereby let and lease unto said parties of the second part, their heirs and assigns, the mica and all mica mining privileges as hereinafter set forth, upon the following described lands in Macon County, North Carolina:

> Situated on the waters of Totla Creek, and consisting of all the lands described in a deed from J. Frank Ray, Trustee, to M. D. Billings, dated 15 September, 1923, and registered in the office of the Register of Deeds for Macon County, in Deed Book J-4, page 229, and also all the lands described in a deed from N. L. Barnard and wife, to Mrs. T. O. Havener and M. D. Billings, dated 20 January, 1917, and registered in the office of the Register of Deeds for Macon County, in Deed Book X-3, page 571, and the lands described in a deed from W. R. Morgan and his wife, Ellen Morgan, to M. D. Billings, dated 24 April, 1919, and registered in the office of the Register of Deeds for Macon County, in Deed Book I-4, page 270.

The terms and conditions of this lease are as follows:

1. Parties of the second part shall have the right under the terms hereof to enter upon said property and explore, prospect for, mine, dig, mill, process and remove all mica now in, under or upon the above described lands; to construct such roads or trails, and erect such structures and buildings upon said property as may be necessary or convenient to properly conduct mining operations, and the right to use the water in any stream upon said land for such mining operations.

2. Parties of the second part agree to pay to parties of the first part the following royalty:

(a) Twelve and one-half ($12\frac{1}{2}\%$) per cent of the gross selling price of all sheet mica recovered from said property.

(b) One and one-half ($1.50) Dollar per ton for all scrap mica recovered from said property.

3. Parties of the second part agree to make all royalty payments, monthly, on or before the 10th day of each calendar month on all mica sold the preceding month.

4. Parties of the second part agree to keep a correct and itemized record of all sales, which record shall be open for inspection of parties of the first part, and parties of the second part shall furnish to parties of the first part at the time of each monthly payment a copy of each sales report or invoice.

5. The duration of this lease shall be three (3) years from the date hereof, but it is understood and agreed that if mining operations upon said property shall prove profitable, then parties of the second part shall have the right to renew this lease for one (1) year at the end of said time, provided that they shall have operated the mine continously for the preceding eight (8) months.

6. As a part of this lease, parties of the first part give and grant unto the parties of the second part such necessary right-of-way, as the parties of the first part own or have power to convey, to build such trails or roads upon said property as may be necessary for the installation of machinery or the proper operation of the mines.

7. Parties of the second part further agree to pay the dumping fee of Twenty-five ($25.00) Dollars per annum for dumping muck on the adjoining property owned by Fred Willis.

8. If the parties of the second part shall fail to operate the mine for any period of sixty (60) full working days, the parties of the first part, at their option, may declare this lease terminated and of no further force and effect, and upon notice to parties of the second part of such termination, the said parties

of the second part shall surrender to parties of the first part immediate possession of the property.

9. So long as this lease shall be in effect the parties of the second part shall operate the mines in such manner as not to unnecessarily damage the property for further operation, and shall keep the mines properly timbered, and either remove all muck as they operate or place it on well-timbered lofts.

TO HAVE AND TO HOLD said mica and mining privileges hereinabove set forth according to the terms hereof, unto the said parties of the second part, their heirs and assigns, to their only use and behoof.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

/S/ Elizabeth Cobb Grist (SEAL)
/S/ Paul L. Grist (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)

The original signed copy of the Landlord's Subordination Agreement, covering the entire area described, to the lease of this application, has already been filed as a portion of the "Burke-John" application, DMA No. 2277.

If these conformed copies do not meet with your policy, we shall be glad to prepare photostats in any amount necessary of the original agreement filed with DMA 2277.

Exhibit B

LIN M. CARPENTER

Lin M. Carpenter was born November 3, 1897, in Spruce Pine, North Carolina, and has lived there all of his life. His father, Jess E. Carpenter, a jeweler, was one of the early settlers of this area.

Mr. Carpenter finished the seventh grade at Spruce Pine, North Carolina, and has been unable to attend school beyond that grade.

In 1910 he worked as a mining hand for his father in several mica and feldspar mines around Spruce Pine. In 1912 he first became familiar with the characteristics of mica in his employment at the J. E. Burleson Mica Company, Spruce Pine, North Carolina, where he carried sheeted mica to the punch machines, and prepared fabricated mica for shipment. He had been with this company for only two years when he was made supervisor of the plant having under his immediate direction one hundred ten persons who sheeted and punched mica. He retained that position until 1919.

His next employment was with the Spruce Pine Mica Company, Spruce Pine, North Carolina, (1919) where he was employed as mica buyer and general manager. He retained this position for twenty-two years which afforded him the opportunity to become very familiar with the value, grade, the physical characteristics and dialectic properties of mica used in the electronics and electric appliance industry.

At the commencement of World War II he and Mr. John Phillips formed a partnership, "Carpenter and Phillips Mica Company" and established a business of fabricating mica, by hydraulic punch methods. Mr. Carpenter is the general manager;'that is, the operation of this business is under his immediate control, and he personally buys the domestic and foreign mica in book and sheeted form which is the raw material for this plant.

Mr. Carpenter, due to his forty years experience in the purchase of mica and the supervision of mica sheeters and punch operators is considered by many to be the most qualified man to judge the quality of mica, and what probably is more important is his ability to render a large quantity or percentage of sheet mica from mica ore or books.

JAMES C. (CORBE) BUCHANAN

"Corbe" Buchanan was born June 14, 1894, in Mitchell County, North Carolina, and has lived in Spruce Pine, and its vicinity for the major portion of his life. He is married, and has five children who reside with him at his home in Spruce Pine.

His formal education consists of the completion of the Tenth grade at Harris High School in Spruce Pine, North Carolina, in 1912. His inability to attend school beyond this point has not inhibited his business success.

In 1912, at the age of fourteen, he was employed by the J. E. Burleson Mica Company as a rifter and sheeter of mica. In 1918 he obtained a slight raise in salary in his employment by the Universal Mica Company also located in Spruce Pine, North Carolina, as a rifter and sheeter, which job he held until 1922.

In 1922 the Creelman Mica Company, Waynesville, North Carolina, employed him as supervisor of twenty employees that sheeted book mica. This company became insolvant in 1923, and Mr. Buchanan began mining mica and feldspar as an individual.

Some of the mines which he has recently mined are listed below:

Jimmy Cut Mine on the property of
Mrs. Bunny Wiseman,
Mitchell County, North Carolina

Henry Young Mine
Cleveland County, North Carolina

George Young Mine
Catawba County, North Carolina

Bowen Mine
Cleveland County, North Carolina

In 1940 the Custer Mining Company of Custer, South Dakota, employed Mr. Buchanan as foreman of its sheeters and rifters. His immediate superiors were Mr. Edwin Wray and Mr. Ray Sharpe. He held this position until Colonial Mica Company employed him as a mica buyer in 1941, at which time, he returned to Spruce Pine, North Carolina, where he bought mica under the direct supervision of Mr. B. C. Burgess. His salary was $300 per month plus expenses. His ability as a mica buyer, and the satisfaction of his superiors in him is evidenced by the fact that he was not discharged from his position until the mica buying program was terminated in 1945.

Since 1945 Mr. Buchanan has mined several properties for feldspar and mica in and around Spruce Pine, North Carolina. Within the past few years he has established himself in business as owner of the "Army Surplus" store in Spruce Pine, North Carolina and the owner of pool halls in Irwin, Tennessee, Bristol, Virginia, Elk Park, North Carolina, and Spruce Pine, North Carolina.

N. E. MASHBURN

N. E. Mashburn was born on a farm near Franklin, North Carolina in 1904. His father was one of the early mica miners of this area, having produced commercial quantities of mica before the turn of the century. "N. E." has known mica all his life.

He completed the 10th grade in high school, at which time, due to his father's health, he found it necessary to help supplement his father's income by devoting his time in the wintertime working in mines as a mucker, and in the summer months as a farm hand.

Mr. Mashburn is now married and he lives with his family on a small farm just a few miles outside Franklin.

Because of his many years mining experience and his desire for safe mining operations, he has no difficulty in obtaining mining employees for the operations he supervises.

REFERENCES:

William B. McGuire, Jr.
Attorney at Law
Duke Power Co. Bldg.
Charlotte, North Carolina

Paul L. Grist
Franklin
North Carolina

DMEA 2467

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 Macon, 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 1/ Lin M. Carpenter and James C. Buchanan of Spruce Pine, and N. E. Mashburn of Franklin, N. C.

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said Contract which are set forth on the reverse side hereof, the Government will acquire certain 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 and Operator to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to remove facilities, buildings, fixtures, and equipment, as provided in the Contract, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned.

2. The Government's percentage royalty on net smelter returns or other net proceeds realized from ore, concentrates, or metal produced within ten (10) years from the date of the Contract, and the Government's lien for the payment of said percentage royalty shall attach to the mineral deposit and the production therefrom in the amount of the Government's contribution, not in excess of 2/ $ 7,000.00, all upon the terms and conditions set forth in said 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 the said Contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Dated this 2nd day of December, 1952.

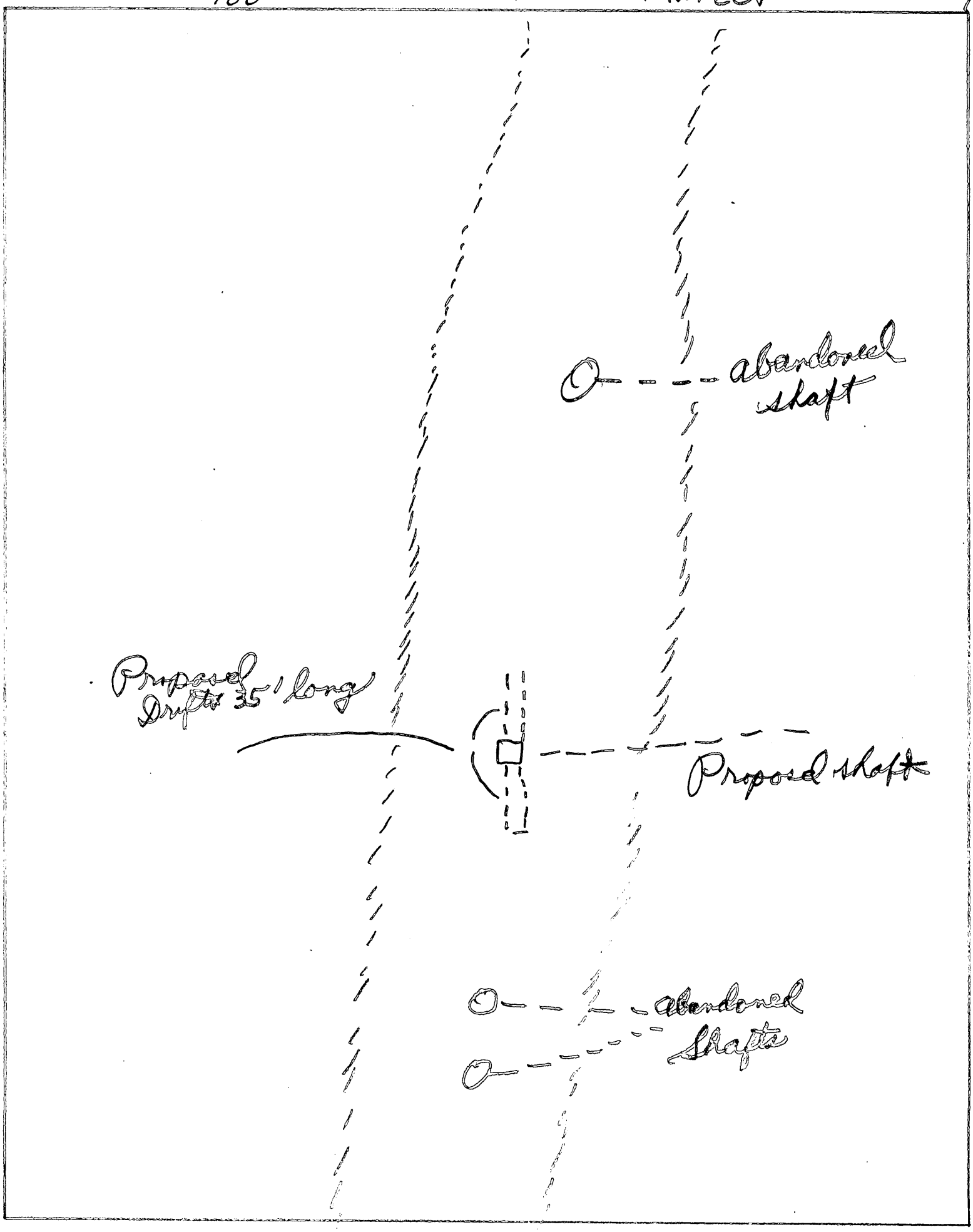
Edna Cobb Grist

Paul L. Grist

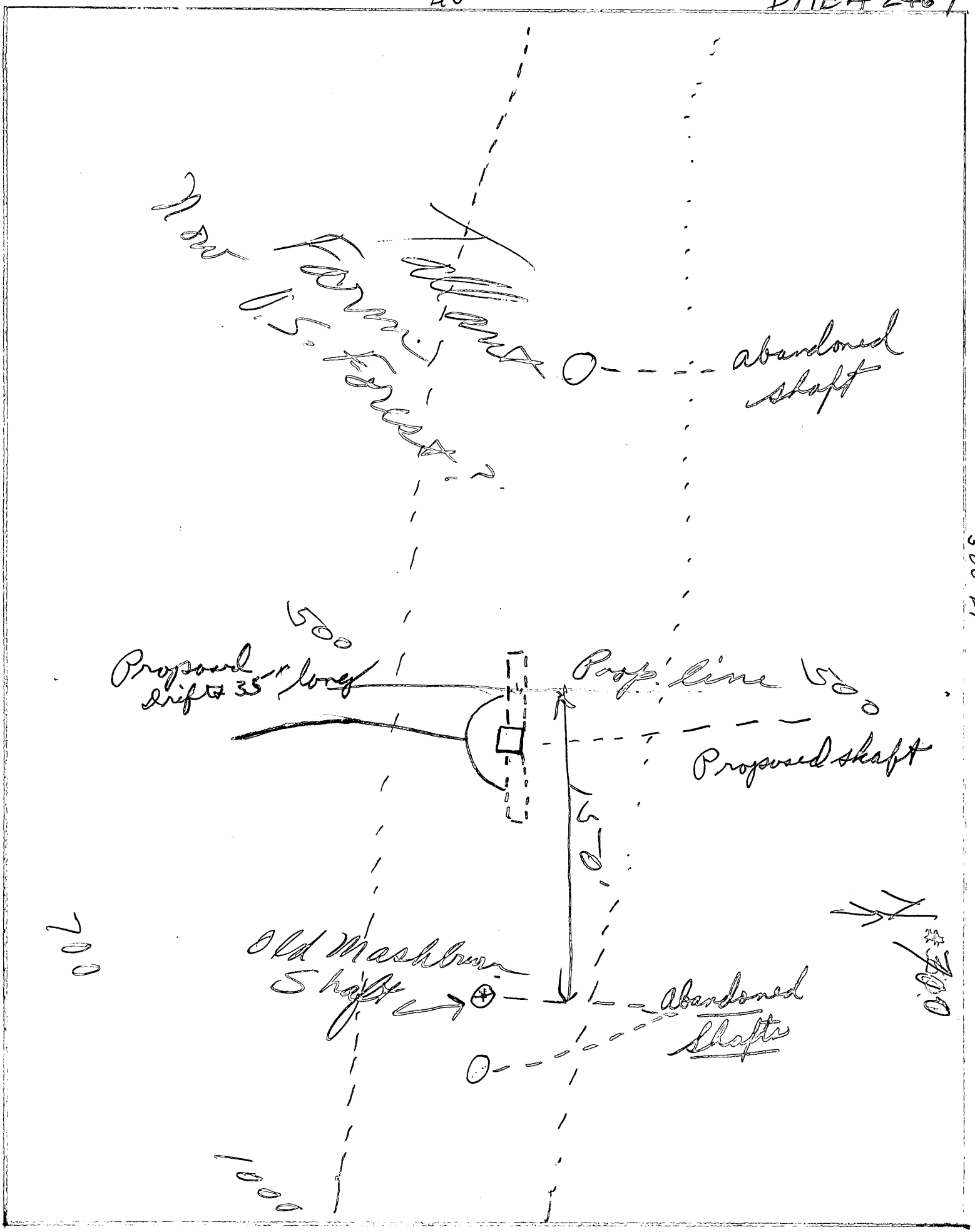
1/ Insert the name of the Operator as it will appear in the Exploration Project Contract.

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

MASHBURN PROSPECT



MASH BURN
PROSPECT
DMEA 2467



970 Market Street
~~San Francisco 2, Calif.~~
OFFICIAL BUSINESS

SAN FRANCISCO
MAR
27
CALIF.

Mr. Frank.L. Johnson
Chairman, Operating Committee
Defense Minerals Exploration Administration
Interior Building
Washington 25, D. C.

FIRST CLASS

DMEA 2467

MACON COUNTY

TENTH DIVISION

SCALE MILES

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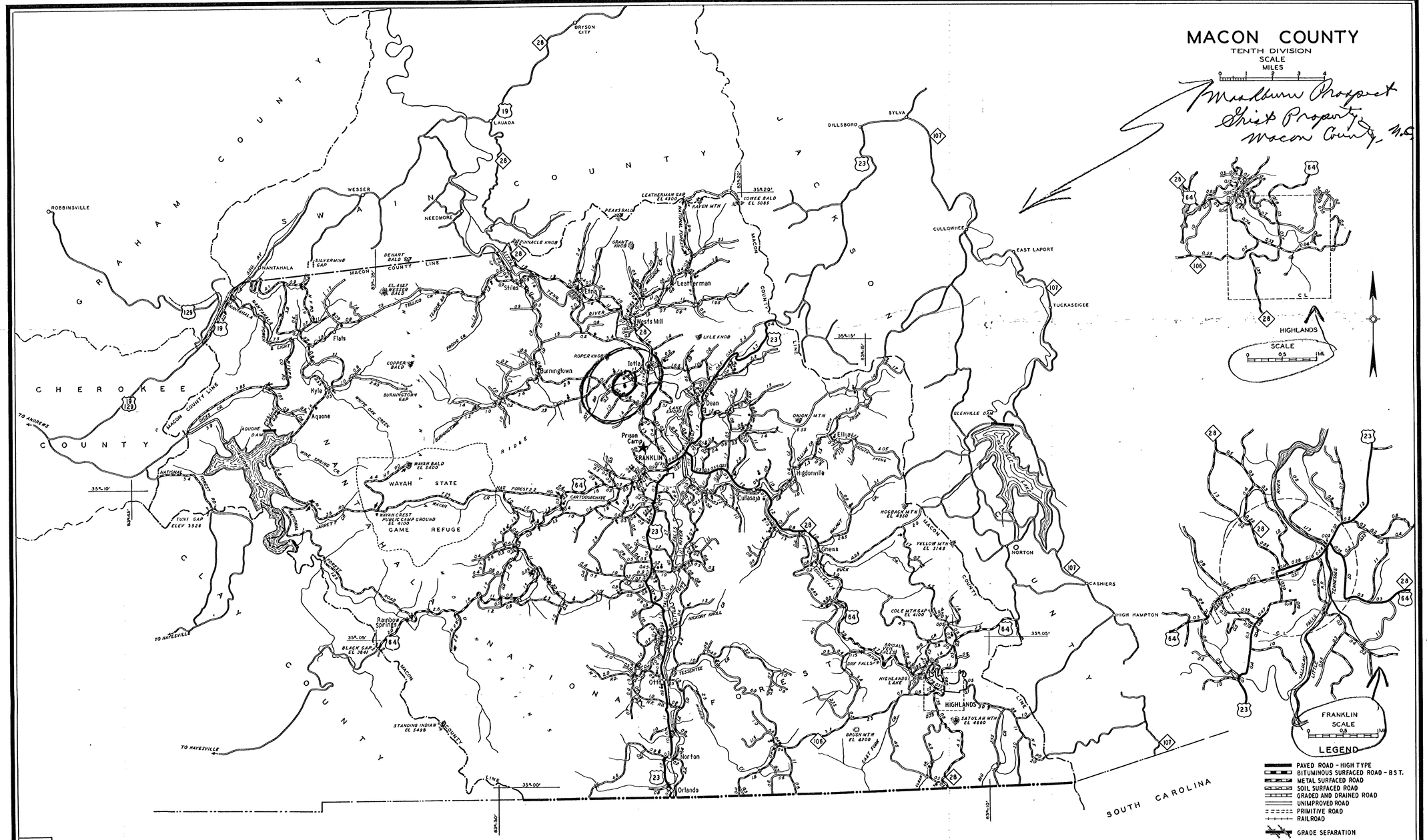
Madison Prospect
Christ Property
Macon County, N.C.



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12-18-47
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4-28-48
2-27-48
8-28-45
12-1-44
REVISED

NORTH CAROLINA
STATE HIGHWAY AND PUBLIC WORKS COMMISSION

1949

MACON