DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMEA ~~DMA~~ Docket No. 2647

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, and Region VII.

To:	Code 600, Rm. 4637	Date	8-12-52
To:	Robertson	Date	8/13/52
To:	Op Com.	Date	8-22-52.
To:	Oper Com	Date	6-12-53
To:	Oper Com	Date	7-29-53
To:	M + F	Date	7-30-53
To:		Date	
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DO NOT DETACH

CONTROLLED DOCUMENT

FILE COPY
SURNAME:

Robertson
Gilbert
Thomas
Larrabee
Hedges
Tagnel
Selfridge
Johnson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 630

JUL 29 1953

Mr. Sam L. Phillips

Spruce Pine, North Carolina

Re: Docket No. DMEA-2647 - Mica
Sam L. Phillips, John Phillips,
R. L. Tiggett and Ken Block
Gray Mine
Yancey County, North Carolina

Dear Mr. Phillips:

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

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

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

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

Sincerely yours,

C. O. Mittendorf (for)

Administrator

JTRobertson:gad 7/24/53
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C.G.
7-29-53

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

July 24, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: A denial of exploration assistance and closing review
Docket No. DMEA-2647 - Mica
Property: Wray Mine (formerly Ray Mine)
Burnsville Township, Yancey County,
North Carolina
Located 2.3 miles S 31° W of
Burnsville, North Carolina
Applicant: Sam L. Phillips, John
Phillips, R. E. Tippett, and Ben
Blalock, a partnership (Lessees)
(Application originally presented by
Clarence Sparks, John Blalock and
Kenneth Blalock).
Amount requested: $8,936.50
No Contract: Application denied
Examination Report of Field Team,
dated Sept 19, 1952. Authors-
K. H. Teague, A. L. Peyton, and
L. E. Shirley.

Docket Summary:

8/11/52 Rec'd application Form MF-103.

8/13/52 Rec'd memo from P. L. Weis, U. S. G. S. suggesting a field team referral.

8/19/52 Rec'd memo from W. F. Dietrich, U. S. B. M. suggesting a field team referral.

9/22/52 Rec'd Report of Examination by Field Team, Region VII. Authors-K. H. Teague, A. L. Peyton, and L. E. Shirley
A project in the amount of $7,200.00 is suggested in report.

9/26/52 Rec'd memo from R. E. Van Alstine, U. S. G. S. which points out some limitations but suggests following recommendation of Examination Report.

10/7/52 Rec'd memo from W. F. Dietrich, U. S. B. M. Concurs with Field Team recommendations.

11/6/52 Letter to Sam L. Phillips regarding an Owner's Consent to Lien. Property owners are many and widely scattered. Mr Phillips has had difficulty acquiring all signatures.

Note: Processing of application held in abeyance many months at the request of Mr. Phillips. Finally in June 1953 he presented a new lease, new Owner's Consent to Lien, and new names of partners.

6/3/53 Rec'd new lease from Mr. Sam L. Phillips

6/15/53 Operating Committee requested Mr. Laurence, Region VII, to re-examine the application.

6/23/53 Sent Administrator's letter to Mr. Sam Phillips requesting new application and to establish assignment of application by assignment of interest of former partners to the new partners.

6/23/53 Rec'd memo from Field Team, DMEA, Region VII, in answer to Operating Committee's letter of 6/15/53. Field Team agreeable to a denial of application if Washington Office does not consider the criteria sufficient to justify a project.

Resume:

This exploration concerns a mica-bearing pegmatite previously mined through two shafts separated, one from the other, about 150 feet; one, known as the Dolph Hensley Shaft is 70 feet deep, and the other, the New South Shaft is 100 feet deep. Accompanying the DMEA Examination Report is an excellent map with sections showing in detail the two shafts and connecting underground drifts and stopes.

The mine is now filled with water and at the time of inspection by the DMEA Field Team, there was little to observe. The engineers were compelled to base their deductions and recommendations on the historic report and maps pertaining to the property prepared by John H. Parker III, U. S. G. S., in 1944.

The report by the field engineers recommended an exploration project consisting of sinking the New South Shaft another 40 feet and drifting therefrom about 40 feet north and 40 feet south. The work was estimated to cost $7,200.00.

The proposed project was based on the assumption that mica enrichment (now mined out) described by Parker as occurring in one stope at 3250 to 3265 elevations and occurring in a second at 3228 to 3308 elevations, represented two separate lenses and that reoccurring lenses might occur dipping downward and raking to the Southwest. However, there is no positive criteria that such is the case and it is a probability that is somewhat remote. The 165 foot drift north

from the New South Shaft cut under the stoped ground and showed negative results, and to try at a greater depth, 40 feet, as proposed, would likewise prove negative, in all probability.

Upon the request of the Operating Committee, the DMEA Field Team restated their views, concluding their reply as follows:

> "If this possibility (in reference to the reoccurring lenses) does not seem good enough to justify an exploration contract, we recommend that the application be denied."

There, therefore, seems to be general agreement that the basis for a project is weak and this is emphasized when one observes the proposed work indicated on Longitudinal Projection C-D of accompanying map of the Wray Mine.

Comments and Recommendation:

This application project is an example of a difficult exploration to appraise. There is little observable criteria, and even with the historic report and excellent plan and sections prepared by Mr. Parker, a determination is difficult to make. However, after weighing the pros and cons, as best possible, the Nonmetallic Minerals Division feels that the proposal is insufficiently sound to recommend for a contract. The application for exploration assistance should be denied.

Jasper T. Robertson

Jasper T. Robertson
Nonmetallic Minerals Division

FILE COPY
SURNAME:

Robertson
Hardy
Brandt
Thomson
Lafrance
Deffrage

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

July 24, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: A denial of exploration assistance and closing review
Docket No. DMEA-2647 - Mica
Property: Wray Mine (formerly Ray Mine)
Burnsville Township, Yancey County,
North Carolina
Located 2.3 miles S 31° W of
Burnsville, North Carolina
Applicant: Sam L. Phillips, John
Phillips, R. E. Tippett, and Ben
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Clarence Sparks, John Blalock and
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R.C.S.
7-29-53

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The mine is now filled with water and at the time of inspection by the DMEA Field Team, there was little to observe. The engineers were compelled to base their deductions and recommendations on the historic report and maps pertaining to the property prepared by John H. Parker III, U. S. G. S., in 1944.

The report by the field engineers recommended an exploration project consisting of sinking the New South Shaft another 40 feet and drifting therefrom about 40 feet north and 40 feet south. The work was estimated to cost $7,200.00.

The proposed project was based on the assumption that mica enrichment (now mined out) described by Parker as occurring in one stope at 3250 to 3265 elevations and occurring in a second at 3228 to 3308 elevations, represented two separate lenses and that reoccurring lenses might occur dipping downward and raking to the Southwest. However, there is no positive criteria that such is the case and it is a probability that is somewhat remote. The 165 foot drift north

from the New South Shaft cut under the stoped ground and showed negative results, and to try at a greater depth, 40 feet, as proposed, would likewise prove negative, in all probability.

Upon the request of the Operating Committee, the DMEA Field Team restated their views, concluding their reply as follows:

> "If this possibility (in reference to the reoccurring lenses) does not seem good enough to justify an exploration contract, we recommend that the application be denied."

There, therefore, seems to be general agreement that the basis for a project is weak and this is emphasized when one observes the proposed work indicated on Longitudinal Projection C-D of accompanying map of the Uray Mine.

Comments and Recommendation:

This application project is an example of a difficult exploration to appraise. There is little observable criteria, and even with the historic report and excellent plan and sections prepared by Mr. Parker, a determination is difficult to make. However, after weighing the pros and cons, as best possible, the Nonmetallic Minerals Division feels that the proposal is insufficiently sound to recommend for a contract. The application for exploration assistance should be denied.

Jasper T. Robertson
Nonmetallic Minerals Division

JTRobertson:dec 7/24/53
Copy to: Admr. R. File
Docket File
Mr. Houk

Change of name & address
of DonEA-2647.
from Clarence Sparks &
Sam Phillips
6/26/53

per Mr. Adams
by pe

MF-163
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUN 26 1953

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

Not to be filled in by applicant

Docket No. DMEA-2647
Metal or Mineral
Date Received 6/26/53
Estimated Cost
Participation (Government %)

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: Sam L. Phillips, John Phillips of Spruce Pine, N. C., R. E. Tippett, and Ben Blalock of Yancy County, a partnership doing business as the Wray Mica Mine.

(*b*) If other than an individual, add to your name above whether a corporation, partnership, etc., and the name of the State in which incorporated or otherwise organized.

(*c*) If a corporation, add to above statement, titles, names and addresses of officers.

(*d*) If a partnership, add to the above statement the names and addresses of all partners.

2. *General.*—Read DMEA Order 1, "Government Aid in Defense Exploration Projects," before completing this application. Submit this application and all accompanying papers in quadruplicate (four copies), with your name and address on each sheet of the application and on all accompanying papers. Where sufficient space is not provided on the form for all required information, state it on an accompanying paper, with a reference in each case to the instruction to which it refers by number. Comply with all applicable instructions; or, if not applicable, so state. File the application with Defense Minerals Exploration Administration, Department of the Interior, Washington 25, D. C., or with the nearest field executive officer thereof.

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract Lease is attached

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

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

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

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

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

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

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

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

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

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

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

.....

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Money ☐ Use of equipment owned by you ☐ Other

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated ....., 195...

Wray mica mine
(Applicant)

By Sam L. Phillips

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

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

MF-133
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
12 8 1953

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

Not to be filled in by applicant

Docket No. DMEA-2647
Metal or Mineral
Date Received 6/26/53
Estimated Cost
Participation (Government %)

INSTRUCTIONS

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

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Explain in detail on acompanying paper.

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Wray Mica Mine
(Applicant)

By Sam L. Phillips

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

ASSIGNMENT

This assignment made this 23rd day of June, 1953, by John Blalock, Kenneth Blalock, Clarence Sparks do hereby assign and transfer all their interest that they now have in a pending DMEA Exploration Application No. 2647, known as the Wray Mica Mines to Sam L. Phillips, John M. Phillips, R. E. Tippett, and Ben Blalock.

John Blalock (Seal)

Clarence Sparks (Seal)

Kenneth Blalock (Seal)

We the under signers do hereby accept and assume the DMEA No. 2647 Exploration Application with all its terms and conditions.

Sam L. Phillips (Seal)

John Phillips (Seal)

Ben Blalock (Seal)

R. E. Tippett (Seal)

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

June 23, 1953

Memorandum

To: Operating Committee, D M E A- Washington

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

Subject: Docket No. DMEA-2647 (mica) Wray Mica Mine, Clarence Sparks, Applicant
Burnsville, N. C.

Reference is made to the Operating Committee's letter regarding subject application.

A review of available file data on subject mine does not indicate that adequate surface possibilities exist northeast of the Dolph Hensley shaft or southwest of the New South Shaft to justify surface exploration in those areas.

The Dolph Hensley shaft is caved and probably has been systematically robbed, thus there is little hope of approaching the pegmatite from that area.

The Field team report and recommendations therein is based almost entirely on a study and interpretation of Parker's, etc., report and maps. "The examiners based their recommendations on the possibility that another concentration of mica might occur at depth as suggested in item 3 of the examination report."

If this possibility does not seem good enough to justify an exploration contract, we recommend that the application be denied.

Robert A. Laurence

Robert A. Laurence, Executive Officer
D. M. E. A.

Wm. A. Beck

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

140

FILE COPY
SURNAME:

Robertson
Olt
Burbin
Houk

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

JUN 23 1953

Mr. Sam L. Phillips

Spruce Pine, North Carolina

Re: Docket No. DMEA-2647 (Mica)
Clarence Sparks
Wray Mica Mine
Burnsville, North Carolina

Dear Mr. Phillips:

Reference is made to your letter of June 2, addressed to Mr. Lawrence G. Houk, Chief, Nonmetallic Minerals Division, enclosing therein a new lease on the Wray Mine, referred to in application for Exploration Project Contract, Docket No. DMEA-2647.

The contract application is made in the name of Clarence Sparks, John Blalock, and Kenneth Blalock, doing business as the Wray Mica Mine, and is signed by Mr. C. B. Collins as attorney-in-fact for these individuals. The new lease which you have sent indicates that the lessees are R. E. Tippett, Ben Blalock, Sam L. Phillips, and John Phillips. None of these individuals appear to be parties to the original application, and neither do they seem to be members of the organization known as the Wray Mica Mine. Consequently, an exploration project contract cannot be issued in your name with respect to this property unless--

1. You obtain a statement from all the signers of the original application, or their attorney-in-fact, that they have withdrawn in your favor.

2. You sign and forward a new application.

3. You inform the Government of the names of those with whom the exploration project contract is to be made; if there is to be a partnership, its name, if any, should also be furnished.

Sincerely yours,

S.H.

C. O. Mittendorf (for) 6-23-53

Administrator

AEKane/emd 6/23/53
Copy to: Docket
Adm. R. File
Op. Comm.
Field Team, Reg. VII(2)
L.G. Houk
J.L.Hofflund A.E.Kane chron. pending

FILE COPY
SURNAME:

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

JUN 15 1953

Houk
Selfridge
Hedges
Kinkel
Mitchell

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

Subject: Docket No. DMEA-2647 - Mica
Clarence Sparks
Wray Mica Mine
Burnsville, North Carolina

Dear Mr. Laurence:

Reference is made to the subject application and the field team report which recommended reconditioning the New South Shaft, deepening it 40 feet and drifting 40 feet north and 40 feet south, for a total expenditure of $7,200.00.

A review of the field team report, especially the portion quoted from John M. Parker III's unpublished U. S. Geological Survey Report, indicates to this office that the approach to exploring this pegmatite in depth offers little chance of making a significant discovery of mica. The New South Shaft and the drift on the 3,180 foot level indicate that any southwestward raking shoots had keeled out. What surface possibilities exist north of the Delph Hensley Shaft and to the south of the New South Shaft?

It is, therefore, suggested that you re-examine the data in your files with a view to recommending a new approach to exploring this pegmatite.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

GCS
6-12-53

Approved:

J. H. Hedges
Member, Bureau of Mines

A. R. Kinkel, Jr.
Member, Geological Survey

LGHouk:gad 6/10/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

Mr. Robertson

Spruce Pine, North Carolina
June 2, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUN 3 1953

Mr. Lawrence G. Houk
Nonmetallic Minerals Division
Department of Interior, DMEA
Washington 25, D. C.

Dear Mr. Houk:

Enclosed herewith is a new lease on the Wray Mine DMEA No. 2647, and as you will notice the parties to this lease are different from the parties of the previous lease. I talked to Mr. Feitler on the phone a few days ago, and I hope this will be satisfactory. I also have a Landlord's Consent to Lien. Mr. Ben Blalock is one of the best and most experienced miners in Western North Carolina. He has been the superintendant of several of the big mines of this section for the Mineral Companies. I will forward to you within the next few days the life history of Mr. Blalock and Mr. Tippett. If there is anything else that will be necessary please call me collect at Spruce Pine.

Thank you for your cooperation, I am.

Sincerely yours,

Sam L. Phillips

Sam L. Phillips

SLP/lc

This lease
dated 18th May 1953 supersedes
the lease of 6th May 1952

STATE OF NORTH CAROLINA

COUNTY OF YANCEY

THIS LEASE made this the 18th. day of May, 1953, by MRS. J. A. HIGGINS, a widow; MRS. PANSY RAY, a widow; NU-WRAY, INC., a Corporation, of the County of Yancey and State of North Carolina; MRS. ALICE S. BYRD, a widow, of the County of Buncombe and State of North Carolina; and RUBY MAE RAY, Executrix, Agent and Trustee for RICHARD L. RAY and DARLENE D. LINCOLN, of the City of Walla Walla and State of Washington, all hereinafter referred to as parties of the first part, to R. E. TIPPETT and BEN BLALOCK of the County of Yancey and State of North Carolina, and SAM PHILLIPS and JOHN PHILLIPS of the County of Mitchell and State of North Carolina, all hereinafter referred to as parties of the second part.

W I T N E S S E T H:

THAT FOR AND IN CONSIDERATION of the sum of $1.00 in hand paid by the parties of the second part to the parties of the first part, the receipt of which is hereby acknowledged, and the further consideration of full compliance with the agreements hereinafter set forth, the parties of the first part have bargained and leased and do by these presents bargain and lease unto the parties of the second part, their successors or assigns, the exclusive rights and privileges of mining and removing minerals from that tract or parcel of land situate in Burnsville Township, County of Yancey and State of North Carolina, known as a part of the G. D. Ray Boundary and being described as follows:

> BEGINNING at a point at the top of the ridge directly above the old Briney Mine and running in a Northwesterly direction along the top of the ridge 500 feet; thence Southwesterly 2500 feet to a stake; thence Southeasterly 1000 feet to a stake; thence Northeasterly 2500 feet to the top of the ridge; thence Northwesterly along the top of the ridge to the point of BEGINNING. It being intended that the tract of land shall include the old Dolph Hensley Mine, Old Bailey Mine, Old Burleson Mine, Briney Mine, Green Mine, Buzzards Roost Mine, W. B. Ray Mine and Old Garrett Ray Mine.

The terms and conditions of this Lease are as follows:

1. TERM. This Lease shall be for a period of five (5) years from this date with the privilege of renewal for an additional five (5) year period, providing that the terms and conditions of said Lease are fully complied with.

2. RIGHTS CONVEYED. Full mining rights and privileges, including the right of ingress and egress, right to construct road ways, flume lines, power lines, tram roads; erection of machinery and buildings and the use of timber said property, except such timber as would make saw timber, is hereby granted.

3. ROYALTY. The royalty for all minerals mined and removed from the said property shall be paid to Dover R. Fouts, Trustee, for the benefit of Mrs. J. A. Higgins, Mrs. Pansy Ray, Nu-Wray, Inc., Mrs. Alice S. Byrd and Ruby Mae Ray, Executrix, Agent and Trustee for Richard L. Ray and Darlene D. Lincoln. The royalty to be paid shall be one-eighth (1/8) of the sales price of all mica mined and removed from said property; 50¢ per ton for all feldspar mined and removed from said property; and for all other minerals mined and removed from said property the usual and customary royalty prevailing in Yancey County, North Carolina.

4. TIME OF PAYMENT. Royalty shall be paid on the 1st. and 15th. of each month and duplicate sales slips shall be furnished to the Trustee, hereinbefore named, showing the amount of minerals sold and the price obtained therefor.

5. CESSATION OF MINING OPERATIONS. Mining operations shall begin within 120 days from the date of this Lease and continue with reasonable regularity and if mining operations cease for a period of 60 days then this Lease shall be null and void, unless the cessation of mining operations is prevented by weather conditions or conditions usually termed Acts of God.

6. BREACH OF LEASE. If the parties of the second part, their successors or assigns, fail to comply with any of the conditions or provisions of this Lease, then said Lease, or any renewal thereof, shall be null and void and all the rights granted hereunder shall cease. And the parties of the first part, their successors or assigns, may re-enter said property without any action at law to declare said Lease, or any renewal thereof, void. However, upon said Lease becoming null and void the parties of the second part, their successors or assigns, may have 45 days within which to remove any machinery or buildings from said property.

7. ROADS. It is understood and agreed that any roads used or constructed by the parties of the second part, their successors or assigns, to carry on mining operations may likewise be used by the parties of the first part, their successors or assigns, in carrying on operations on any other lands in the territory owned by them, but the use of such roads shall not interfere with the rights of the parties of the second part, their successors or assigns.

8. PROCESSING. It is further understood and agreed that the parties of the second part, their successors or assigns, may process the mineral off of the property hereinbefore described but not outside of Yancey County, North Carolina.

9. RECORDS. A daily record of production of minerals at the mine shall be kept by the parties of the second part, their successors and assigns, and likewise a daily record of all mica sheeted as well as a record of all sheeted mica in the mica house. All of such records shall be available to the parties of the first part, their successors and assigns, or Agents, for inspection at any time.

IN TESTIMONY WHEREOF, this Lease has been executed in duplicate in the way and manner hereinafter indicated by the affixing of hands and seals and by said instrument being signed by the granting Corporation by authority of its Board of Directors duly given, as of the day and year first above written.

Witness: C. P. Randolph

Her Mrs. J. A. Higgins (SEAL)
Mrs. J. A. Higgins

Mrs Pansy Ray (SEAL)
Mrs. Pansy Ray

Mrs Alice S. Byrd (SEAL)
Mrs. Alice S. Byrd

Ruby Mae Ray, Executrix (SEAL)
Ruby Mae Ray as Executrix

R. E. Tippett (SEAL)
R. E. TIPPETT

Ben Blalock (SEAL)
BEn Blalock

Sam Phillips (SEAL)
Sam Phillips

John Phillips (SEAL)
John Phillips

ATTEST:

Robert T. Wray
Secretary

NU-WRAY, INC.
By Mrs Julia Wray,

STATE OF NORTH CAROLINA
COUNTY OF YANCEY

Personally came before me this day Mrs. J. A. Higgins and Mrs. Pansy Ray, to me well known to be a part of the persons who signed the foregoing Lease, who acknowledged the due execution of said instrument by themselves for the purposes therein expressed.

Witness my hand and notarial seal this the 22 day of May, 1953.

G M Angel
Notary Public

My commission expires the
5 day of April, 1955.

STATE OF NORTH CAROLINA
COUNTY OF YANCEY

Personally came before me, the undersigned Notary Public, on this day, Mrs. Julia Wray, who, being duly sworn, says:

That she is President of Nu-Wray, Inc., one of the Grantors in the foregoing Lease, and that Rush Wray is Secretary of said Corporation; that she knows the Corporate Seal of said Corporation. That she, the said Julia Wray, signed said instrument as President of said Corporation and Rush Wray signed said instrument as Secretary in attestation thereof and he, the said Rush Wray, affixed the Corporate Seal to said instrument in the presence of said President and that said instrument is the act and deed of said Corporation and the execution thereof was duly authorized by the Board of Directors duly given.

Witness my hand and notarial seal this the 22 day of May, 1953.

G M Angel
Notary Public

My commission expires
the 5 day of April, 1955.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

Personally came before me this day Mrs. Alice S. Byrd, to me well known to be one of the persons who signed the foregoing Lease, who acknowledged the due execution of said instrument by herself for the purposes therein expressed.

Witness my hand and notarial seal this the 22 day of May, 1953.

G M Angel
Notary Public

My commission expires the
5 day of April, 1955.

STATE OF WASHINGTON
CITY OF WALLA WALLA

Personally came before me this day Ruby Mae Ray, as Executrix, Agent and Trustee for Richard L. Ray and Darlene D. Lincoln, to me well known to be the person who signed the foregoing Lease, who acknowledged the due execution of said instrument by herself for the purposes therein expressed.

Witness my hand and notarial seal this the 26 day of May, 1953.

C. L. Wheinick
Notary Public

My commission expires the
3 day of January, 19 53.

STATE OF NORTH CAROLINA
COUNTY OF YANCEY

Personally came before me this day R. E. Tippett and Ben Blalock, to me well known to be a part of the persons who signed the foregoing Lease, who acknowledged the due execution of said instrument by themselves for the purposes therein expressed.

Witness my hand and notarial seal this the 1 day of June, 1953.

Hilma Hyatt
Notary Public

My commission expires the
7 day of November, 19 54.

STATE OF NORTH CAROLINA
COUNTY OF MITCHELL

Personally came before me this day Sam Phillips and John Phillips, to me well known to be a part of the persons who signed the foregoing Lease, who acknowledged the due execution of said instrument by themselves for the purposes therein expressed.

Witness my hand and notarial seal this the 2 day of June, 1953.

Sherrill Bailey
Notary Public

My commission expires the
24 day of Nov, 19 54.

Ruby Mae Ray, Executrix (SEAL)
Ruby Mae Ray, Executrix

Nu-Wray, Inc.

By Mrs. Julia Wray
Mrs. Julia Wray, President

ATTEST: Rush T. Wray
Rush Wray, Secretary

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of North Carolina, County of Yancey, described as follows: 1/ Situate in Burnsville Township and known as a part of the G. D. Ray boundary. BEGINNING at a point at the top of the ridge directly above the old Briney Mine and running in a N.W. direction along the top of the ridge 500 feet; thence S. W. 2500 feet to a stake; thence S. E. 1000 feet to a stake; thence N. E. 2500 feet to the top of the ridge; thence N. W. along the top of the ridge to the point of BEGINNING. ~~It being intended that the tract of land shall include the Old Dolph Hensley Mine,~~ Old Bailey Mine, Old Burleson Mine, Briney Mine, Green Mine, Buzzards Roost Mine, W. B. ~~Ray Mine and Old Garrett Ray Mine.~~

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

2/ R. E. Tippett, Ben Blalock, Sam Phillips and John Phillips

hereinafter called the "Operator"; and

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

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

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

2. To secure the payment to the Government of the percentage royalty on production 3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ _____, or ten years have elapsed from the date of the contract.

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

Dated this 18th. day of May, 195 3.

Witness: C. P. Randolph

her
Mrs. J. A. Higgins [Seal]
Mrs. J. A. Higgins

Mrs. Alice S. Byrd [Seal]
Mrs. Alice S. Byrd

Mrs. Pansy Ray [Seal]
Mrs. Pansy Ray

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

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

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

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

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

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

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

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

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

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

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

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

Ruby Mae Ray, Executrix (SEAL)
Ruby Mae Ray, Executrix

Nu-Wray, Inc.

By Mrs Julia Wray
Mrs. Julia Wray, President

ATTEST: Rush T. Wray
Rush Wray, Secretary

MF-203

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

2/ R. E. Tippett, Ben Blalock, Sam Phillips and John Phillips

hereinafter called the "Operator"; and

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

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

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

2. To secure the payment to the Government of the percentage royalty on production 3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ _____, or ten years have elapsed from the date of the contract.

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

Dated this 18th. day of May, 195 3.

Witness: C. P. Randolph

Mrs J. A. Higgins [Seal]
Mrs. J. A. Higgins

Mrs Alice S. Byrd [Seal]
Mrs. Alice S. Byrd

Mrs. Pansy Ray [Seal]
Mrs. Pansy Ray

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

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

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

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

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

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

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

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

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

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

FILE COPY
SURNAME:

Robertson
Houk

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

NOV 6 1952

Mr. Sam L. Phillips
Spruce Pine
North Carolina

Subject: Docket No. DME-2647 - Mica
Wray Mica Mine
Burnsville, North Carolina

Dear Mr. Phillips:

Reference is made to the subject docket. You will recall that in a telephone conversation we advised that the processing of a contract for the Wray Mica Mine was being held up until we received an Owner's Consent to Lien signed by the several owners of the mine.

As you know, the mining lease is of short duration, only three years, and under such circumstances Owner's Consent to Lien cannot be waived.

Please advise us as to the progress being made in obtaining the signatures of the owners to a consent to the Government lien. Please let us hear from you at your earliest convenience.

Sincerely yours,

Signed

LH 11-6-52

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

JTRobertson:gad 11/6/52

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

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 7 1952

October 7, 1952

Mr Robertson

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2647, Mica, Wray Mica Mine, Burnsville, North Carolina

I concur in the field team's recommendation for a exploration program in the amount of $7,200.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

G-MD-CNM

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

SEP 23 1952

September 26, 1952

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2647 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: R. E. Van Alstine, U. S. Geological Survey
Applicant: Clarence Sparks, John and Kenneth Blalock.
Name of property: Wray mine.
Location of property: SE of Burnsville, Yancey County, North Carolina.
Date of field team report: September 19, 1952.
Authorship of field team report: K. H. Teague, A. L. Peyton, L. E. Shirley.
Field team's recommendation:

Dewater and recondition New South shaft; deepen it "to 140 feet." Drive 40-foot drift northward to intersect possible down-rake of mica zone. If unsuccessful drive 40-foot drift on pegmatite to the south from the most likely place between the 3140- and 3200-foot level. Total cost $7,200.

Comments:

1. Shaft is to be deepened 40 feet to 3140-foot level, not to 140 feet as stated on page 4.
2. Proposal to drift northward from New South shaft is not supported by the following data quoted in field team report, taken from a report made by a geologist who mapped the mine when it was accessible.
   P. 2 - "Very little mica was seen in these workings (northward from the New South shaft), and the whole operation seems to have been unprofitable."
   P. 3 - "The possibilities north of the new south shaft seem to have been exhausted. No adequate testing to the south, however, seems to have been done."
   Based largely upon the information in the report by the geologist that mapped the pegmatite when it was last accessible, the target appears to be a possible third lens along a discontinuous mica shoot beneath barren quartz-plagioclase pegmatite (see map) in a part of the Wray mine that seemed to have been the site of an unprofitable operation.

ACTION SUGGESTED:

Possibly proposal should be restricted to exploration south of the shaft, where testing is said to have been inadequate. If it is felt that the exploration north of the shaft is justifiable, follow the field team's recommendation.

R. E. Van Alstine

R. E. Van Alstine

GENERAL SERVICES ADMINISTRATION

Spruce Pine Mica Depot
September 29, 1952

DMEA
v6+7

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 30 1952

Mr. Lawrence G. Houk, Chief
Non-Metallic Minerals Division
Defense Minerals Exploration Administration
Washington 25, D. C.

Re: Mica Sample - Wray Mine

Dear Mr. Houk:

Mr. Sam L. Phillips has presented a sample of mica to the depot, from the Wray Mine, in Yancey County, and requested that our buyers pass on it as to color, and acceptability under the present Government Purchasing Program.

We have found this sample to be ruby mica, and acceptable under this Program.

Yours very truly,

W. S. Flynt
krm

W. S. Flynt
Superintendent

WSF/krm

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

Room 13, Post Office Building
Knoxville, Tennessee

September 19, 1952

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Field Examination Report, DMEA-2647 (mica) Wray Mine. Sparks, Blalock and Blalock, applicants.

Enclosed are 4 copies of the Field Examination reports on the subject application, and 6 extra copies of the map.

The Field Team agrees with the field examiners in recommending exploration on this pegmatite. The contract should be prepared on the short form.

Robert A. Laurence

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

Wm A Beck

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

SEP 22 1952

6/12/53

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

DMEA-2647, WRAY MINE (mica)

Applicants: Clarence Spraks, John Blalock,
and Kenneth Blalock
c/o Clarence Sparks, Burnsville, N. C.

By

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

A. L. Peyton, Mining Engineer
and
Lawrence E. Shirley, Mining Engineer
U. S. Bureau of Mines

September 19, 1952

Report of Field Examination on

DMEA-2647, WRAY MINE, (mica)

Applicants: Clarence Sparks, John Blalock,
and Kenneth Blalock.
c/o Clarence Sparks, Burnsville, N. C.

The Applicant's lease covers only that portion of the mine south of the small stream which crosses the mine property, namely the Dolph Hensley, and the New Shaft portion of the mine. The Applicants propose to deepen the New South shaft 40 feet and drive drifts on the pegmatite to the north and south. The Field Team believes that this proposal has merit, and recommends the following program:

Dewater and recondition the New South shaft. 100 feet @ $20/ft.	$2000.00
Deepen shaft 40 feet @ $60/ft.	2400.00
40-foot drift to N. on 3140 ft. level @ $35/ft.	1400.00
40-foot drift to S. between 3140 and 3200 foot level @ $35/ft.	1400.00
Total estimated cost	$7200.00

Estimated time 110 shifts

The Field Team examined the property on September 9, 1952, accompanied by John Blalock and Clarence Sparks, two of the applicants. Three hours were spent on the examination.

The Wray mica mine (formerly known as the Ray mine) is in Yancey County, North Carolina, 2.3 miles S. 31° E of Burnsville. It lies on a steep hillside half a mile east of Bowlens creek, and can be reached by automobile from Burnsville over the following route: drive south on North Carolina Highway 197 (paved) for 0.9 mile from U. S. Highway 19-E, then southeast on the Bowlens Creek road (paved) for 1.4 miles and finally eastward up a poor, rocky dirt road for half a mile.

No buildings or facilities are on the property. As stated in the lease and apparently shown on a sketch attached to the original application, this application covers only the two southernmost openings, namely the Dolph Hensley and the New South Shaft. The attached map shows these workings and the extent of the recommended exploration.

The lease covers adequate area to permit the proposed exploration.

The following description of the geology and workings is taken from John M. Parkers III, unpublished report for the U. S. G. S., dated May 1944. No work has been done since that date. The mine is now flooded.

"The Dolph Hensley or Bailey workings lie near the crest of the low ridge south of the stream. They consist of a steeply inclined shaft that connects an old pit with an adit (now closed) from the west, as well as drifts at two levels (see the underground map and sections A-B and C-D). Northeastward from the shaft the pegmatite thickens markedly to as much as 35 feet, and a core of alaskite is present. To the southwest it pinches to a few inches at the surface and at the 3228 to 3238 foot level. The pegmatite widens rapidly at this lower level, and was very rich in mica for a distance of about 40 feet. It has been mined out to approximately the 3208-foot level."

"The new south shaft is about 100 feet deep, and from its bottom a drift extends 160 feet to the northeast. The last 70 feet of this drift was stoped at two levels; in the upper one the lowest Dolph Hensley works were encountered. The pegmatite is more than 15 feet thick at the foot of the shaft, but narrows to 4 feet near the inner end of the drift; at the heading it is expanding again to the north. Very little mica was seen in these workings, and the whole operation seems to have been unprofitable."

"About 80 feet east of the Dolph Hensley shaft is a small cut (Hicks cut) with an incline that plunges southwest. At the portal the pegmatite appears to crop out over an elliptical area; gneiss can be observed above and on both sides of the pegmatite, and apparently below as well."

"The pegmatite consists chiefly of white plagioclase feldspar (albite-oligoclase) and blue-gray quartz, mostly in masses as much as 5 to 6 inches across. Some of the plagioclase is glassy. White microcline in large masses (1 1/2 feet) is sufficiently abundant to form a significant by-product of mining operations; some is pale green amazonstone. Biotite occurs sparingly in scattered irregular aggregates of flakes. Black tourmaline in thin crystals as long as 2 inches is abundant; it occurs as individual crystals and in irregular clusters or radiating aggregates. It is commonly bent or broken, with the fractures filled by quartz. Pale green translucent to transparent beryl is also abundant and occurs as well-formed crystals 1 1/2 inches in maximum thickness. Small red garnet crystals and fine granular masses of garnet are plentiful. Autunite, thulite, and columbite-tantalite are present but rather rare."

"The muscovite is of good grade, and is of clear, red rum color. Some is ruled or had "A" structure. What little mica can be seen in the mine seems to be most abundant near the walls. It is reported to be concentrated in "chimneys" or shoots, but this could not be checked by observation."

"At the Dolph Hensley workings the prospects to the north look poor. The bottom was not exposed, hence it is not known whether the mine could be deepened."

"The possibilities north of the new south shaft seem to have been exhausted. No adequate testing to the south, however, seems to have been done. In both the Dolph Hensley and the new south shafts considerable portions of both hanging and footwalls have been left; these might have yielded mica."

The proposal as indicated in the application is completely confused. Whoever prepared it had no idea of the problems involved and used their imagination freely. The proposed explorations as discussed by Blalock and Sparks at the time of the field examination is essentially the same as the one recommended in this report.

The recommendation for exploration is based on the following observations:

(1) The size of openings shown on the plan and longitudinal section of the Dolph Hensley shaft suggest that a lens of mica rich pegmatite occurred in that area probably between the 3250 and 3265-foot level.

(2) The above report by Parker states that "To the southwest... ...at the 3238 foot level the pegmatite was very rich in mica for a distance of about 40 feet. It has been mined out to approximately the 3208-foot level."

(3) If these represent two different lenses, then there is a suggestion that the discontinuous mica shoot rakes to the southwest at an angle of approximately 45°. By deepening the 100-foot shaft and drifting to the north, the down rake extension of the zone should be cut.

It is recommended that the New South shaft be dewatered and reconditioned. This shaft is in unweathered rock and should be in good condition. Following reconditioning of the shaft it should be

deepened to 140 feet. A 40-foot drift should then be driven northward to intersect the possible down-rake of the mica zone. Should this program be successful, then no additional exploration is warrented; however, if it is unsuccessful a 40-foot drift should be driven on the pegmatite to the south from the most likely place between the 3140 and 3200 foot level.

Estimated costs of this program are shown in the first part of this report.

Sept. 9, 1952

K. H. Teague, USGS

L. E. Shirley, USBM

A. L. Peyton, USBM

zm

FILE COPY
SURNAME:

Robertson
Selfridge

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

AUG 25 1952

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

Subject: Docket No. DMEA-2647 - Mica
Way Mica Mine
Yancey County, North Carolina

Dear Mr. Lawrence:

Enclosed please find copies of memoranda from the U. S. Geological Survey and the Bureau of Mines on the subject exploration application. A Field Team review and probably a field examination of the property may be necessary.

The proposed work, as now submitted, is not considered as proper exploration; it appears to be for a 120-foot working shaft in ground already developed by drifts. However, a practical exploration project might be worked out with the owners at some other site.

We ask that the Field Team review and report on this property and determine with the applicant whether or not a project that is real exploration can be worked out.

J.N. 8-25-52

Sincerely yours,

S. C. Selfridge (JB)
ACTING Chairman, Operating Committee
Defense Minerals Exploration
Administration

Approved:

C. H. Johnson
Member, Bureau of Mines

D. M. Lemmon
Member, Geological Survey

JTRobertson:gad 8/15/52
Copy to: Admin. Reading File
Docket File
Operating Committee (2)
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Houk

Enclosures 2

FILE COPY
SURNAME:

Robertson
Houk
Ellgren
Selfridge

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

AUG 25 1952

Mr. Clarence Sparks
Burnsville
North Carolina

Subject: Docket No. DMEA-2647 - Mica
Wray Mica Mine
Yancey County, North Carolina

Dear Mr. Sparks:

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 (fw)

Acting Administrator
Defense Minerals Exploration
Administration

JTRobertson:mp 8/18/52
cc: Docket File
Adm. Reading File
Operating Committee
Mr. Norton, G-232, GSA Bldg.
Mr. Dietrich, 3526
Mr. Houk
Field Team, Region VII

FILE COPY
SURNAME:

Robertson
Selfridge

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

August 18, 1952

Memorandum

To: Chairman, Operating Committee, DMEA

From: Non-Metallic Minerals Division, DMEA

Subject: Docket No. DMEA-2647 - Mica
Wray Mica Mine
Yancey County, North Carolina

Re: A recommendation for DMEA Field Team examination.

The work proposed in this application is essentially the sinking of a new 120-ft. shaft. At the site proposed, it would not penetrate or explore new pegmatites or open up new ground; it would simply add a new working shaft as the ground already has been developed by old workings.

The applicant's proposal is impractical and a re-examination of the project should be made along the lines suggested by the memorandum, August 13, 1952, from Paul L. Weis, U. S. Geological Survey.

A field team referral is recommended.

Jasper T. Robertson
Non-Metallic Minerals Division

JTRobertson:mp
cc: Docket File
Adm. Reading File
Mr. Houk

SD

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

Mr Robertson

August 19, 1952

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2647, Wray Mica Mine, Yancey County, North Carolina

On the basis of the applicant's description of present exposures, a field team investigation is recommended. General location within proximity of productive ruby mica mines supports possibility of obtaining ruby mica.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

G-MD-CNM

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

Memorandum

August 13, 1952

REVIEW OF APPLICATION DMEA-2647 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration.
From: P. L. Weis, U. S. Geological Survey.
Applicant: Clarence Sparks, John Blalock, Kenneth Blalock.
Name of property: Wray Mica Mine.
Location of property: Yancey County, North Carolina.
Estimated cost of project: $8,936.50.
Summary of applicant's proposal:

Sink a 5 x 7 foot shaft to a depth of 120 feet, and drift from it to pegmatite contacts in various places on the way down.

Sources of information on applicant's property:

1) U. S. Geological Survey Confidential Report, 1944, by J. M. Parker.
2) U. S. Geological Survey maps by Parker and Wolf.
3) Purchase records, Colonial Mica Corporation.

Comments:

1) The applicants state that they expect to encounter three pegmatites in the anticipated shaft, but geologic maps, cross sections and written reports indicate the presence of only one pegmatite, with an essentially vertical dip. The New South and Dolph Hensley shafts are in this pegmatite, and are connected by workings on two levels that extend through the pegmatite.
2) According to observations and recommendations by Parker, the most favorable sites for further exploration are, in order of preference:
   (a) The hanging wall side of the pegmatite near the Jess Penland cut.
   (b) The hanging wall side of the pegmatite near the Brownie shaft.
   (c) Those parts of the pegmatite remaining on the hanging wall and footwall between the New South and Dolph Hensley shafts.
   (d) The area south of the New South shaft.

The exploration program should be modified in view of the above recommendations by Parker, and a more practical, and preferably somewhat less expensive program should be laid out. Although production from this mine has been substantial in the past, there is reason to believe that much of the pegmatite is now mined out. Any exploration plan should recognize the likelihood that future production will probably not constitute more than a relatively small fraction of past production.

RECOMMENDATION:

Refer to the field team, to work out a more practical exploration program, and one more in keeping with the geology of the property.

Paul L. Weis

Paul L. Weis

Form MF-103
(Revised June 1951)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.1.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 11 1952

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-2647
Metal or Mineral
Date Received 8-11-52
Amount $
Participation (Government %)

Clarence Sparks, John Blalock
& Kenneth Blalock tr/a * Sam Phillips
Wray Mica Mine
c/o Clarence Sparks
Burnsville, North Carolina

Name and address of applicant

Date

If you have already filed MF-100, give date filed ....., 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.

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.

Clarence Sparks, John Blalock
& Kenneth Blalock tr/a
Wray Mica Mine
(Name of company)

By C B Collins
(Signature of authorized official)

August 7, 1952
(Date)

Atty in fact
(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

Clarence Sparks, John Blalock
& Kenneth Blalock tr/a
Wpay Mica Mine
c/o Clarence Sparks
Burnsville, North Carolina

1. (a) See lease attached as Exhibit A.
   (b) See Exhibit A.
   (c) Both areas are the same. See map marked Exhibit B.

2. (a) Strategic grade sheet mica meeting Government purchase specifications.
   (b) See U. S. Geological Survey map attached as Exhibit C.

3. (a) It is proposed to sink a 7x7 shaft to a depth of 120 feet commencing at the 3280 feet surface level and lowering it through the three inferred pegmatites which appear to exist at approximately the 3186, 3238, and 3253 feet levels. (See composite map of the "New South" and "Dolph Hensley" shafts and drifts as mapped by J. M. Parker and J. R. Wolfe, May 2, 1944, attached.)

   Three pegmatites have been penetrated at the southern end of this mining property, and it appears that they run parallel, one on top of the other, in a general NE course through the mining property.

   The applicant will lower the proposed shaft through each of these levels with the exception of penetrating one or more of these inferred mica-bearing ore bodies. At each level a pegmatite is penetrated, and mica-bearing ore is contacted, it is proposed to drive a drift 20 feet on each side of the shaft at each such contact so as to determine the mica richness and general mineralization of each pegmatite so penetrated.

   It appearing that at least two pegmatites will be penetrated, the total drifting would be 40 feet for each level, or a total of 80 feet. If the field team or mining engineers of DMEA should suggest any alterations to this proposal, their suggestions shall be adhered to and followed.

   (b) It is contemplated that the exploration project will be completed within 16 weeks after a contract is granted.

   Set forth below in itemized form are the expected expenditures which are itemized and classified.

LABOR	1 week	16 weeks
2 Mackers at	$60 ea.	1,920
1 Drillman at	$70	1,120
1 Hoist Operator at	$70	1,120
Supervisor		
½ time at	$50	800
		4,960

Clarence Sparks, John Blalock
& Kenneth Blalock tr/a
Wray Mica Mine
c/o Clarence Sparks
Burnsville, North Carolina

EQUIPMENT

Rental

1 Air Compressor 105 cu ft at $200 per month	800
1 Jackhamer at $50 per month	200
1 35 air Sump Pump	60
1 Hoist with 28" pulley blocks and 300' ½" steel cable	800
1 Jack leg at $50 per month	200
	2,060

Purchase

150 feet 2" black pipe at 60¢	90.00
50 feet 2" water hose at 95¢	47.50
250 feet 1" black pipe at 40¢	100.00
50 feet air hose with fittings and oiler	65.00
500 feet guy wire (½")	110.00
2 Buckets	80.00
1 Blasting Generator	65.00
	557.50

SUPPLIES

Gasoline 1000 gals at 28¢	280
Oil 10 gallons	9
Dynamite & Caps $50 per wk.	800
1,500 ft. rough lumber at $80 per M	120
Pipe wrenches, elbows, fittings	50
Shovels, picks, wheelbarrows	50
Safety helmets, boots	50
	1,359

TOTAL $8,936.50

Clarence Sparks, John Blalock
& Kenneth Blalock tr/a
Wray Mica Mine
c/o Clarence Sparks
Burnsville, North Carolina

4. Map attached.

5. There are no existing facilities which may be utilized.

6. See 3(b) above.

7. (a) See 3(b) above.
(b) See 3(b) above.
(c) None

8. See 3(b) above.

9. See 3(b) above.

10. (a) 10% in cash.
(b) Yes.

11. Breakdown of work.

Shaft:
120 feet shaft
Working at rate of 2 feet per day
60
2/ 120 equals 60 working days or 3 months
2,238.10
4/8,936.50 cost per month

2,238.10
3
6,714.30 cost for sinking shafts
$ 55.95 per foot of depth
120/ 6,714.30

5x7 size of shaft 120' deep
5x7 x 120 equals 4200 cu. ft.

27/4200 equals 155 cu. yards.
$43.31 per cu. yd.
155/$6,714.30

Clarence Sparks, John Blalock
& Kenneth Blalock tr/a
Wray Mica Mine
c/o Clarence Sparks
Burnsville, North Carolina

Drifting.

80 feet of drifting

27.77 per foot of drift
80/2,2[illegible].1 cost per month
4 feet of drift per day
20/80

Exhibit A

STATE OF NORTH CAROLINA

COUNTY OF YANCEY

THIS LEASE made this the 6th day of May, 1938, by Mrs. Alice S. Byrd, a widow, of the County of Buncombe and State of North Carolina; J. Frank Ray and wife, Ruby Ray, of the State of Washington; Mrs. J. A. Higgins, a widow; Mrs. Fansy Ray, a widow; and Hu Gray, Inc., a Corporation, all of the County of Yancey and State of North Carolina and hereinafter called parties of the first part, to John Blalock, Cam Phillips, Kenneth Blalock and Clarence Sparks of the County of Yancey and State of North Carolina, hereinafter called parties of the second part:

W I T N E S S E T H

THAT FOR AND IN CONSIDERATION of the sum of $1.00 in hand paid by the parties of the second part to the parties of the first part, receipt of which is hereby acknowledged, and the further consideration of full compliance with the agreements hereinafter set forth, the parties of the first part have bargained and leased and do by these presents bargain and lease unto the parties of the second part, their successors or assigns, the exclusive rights and privileges of mining and removing minerals from that tract or parcel of land situated in Burnsville Township, County of Yancey and State of North Carolina and described as follows:

> KNOWN as the Bailey Hole and Hicks Mine and including area between the two branches, one being on the North side and one on the South side of said mines or openings.

And the terms and conditions of this Lease are as follows:

1. TERM. This Lease shall be for a period of three years from this date with the privilege of renewal for an additional three years, providing that the terms and conditions of said Lease are fully complied with.

2. RIGHTS CONVEYED. Full mining rights and privileges, including the right of ingress and egress, right to construct road ways, flume lines, power lines, tram roads; erection of machinery and buildings and the use of timber on said property, except such timber as would make saw timber, is hereby granted.

3. ROYALTY. The royalty for all minerals mined and removed from the said property shall be paid to Dover R. Fouts, Trustee, for the benefit of

Mrs. Alice S. Byrd; J. Frank Ray and wife, Ruby Ray; Mrs. J. A. Higgins; Mrs. Ransy Ray; and Ma Wray, Inc. The royalty to be paid shall be one-eighth (1/8) of the sales price of all Mica mined and removed from said property; 50¢ per ton for all Feldspar mined and removed from said property; and for all other minerals mined and removed from said property the usual and customary royalty prevailing in Yancey County, North Carolina.

4. TIME OF PAYMENT. Royalty shall be paid on the 1st and 15th of each month and duplicate sales slips shall be furnished to the Trustee, hereinbefore named, showing the amount of minerals sold and the price obtained therefor.

5. CONTINUOUS OPERATIONS. Mining operations shall begin within 60 days from the date of this Lease and shall continue with reasonable regularity and if mining operations cease for a period of 60 days then this Lease shall be null and void, unless the cessation of mining operations is prevented by weather conditions or conditions usually termed Acts of God.

6. BREACH OF LEASE. If the parties of the second part, their successors or assigns, fail to comply with any of the conditions or provisions of this Lease then said Lease, or any renewal thereof, shall be null and void and all the rights granted hereunder shall cease. And the parties of the first part, their successors or assigns, may re-enter said property without any action at law to declare said Lease, or any renewal, void. However, upon said Lease becoming null and void the parties of the second part, their successors or assigns, may have 45 days within which to remove any machinery or buildings from said property.

7. ROADS. It is understood and agreed that any roads used or constructed by the parties of the second part, their successors or assigns, to carry on mining operations may likewise be used by the parties of the first part, their successors or assigns, in carrying on operations on any other lands in the territory owned by them, but the use of such roads shall not interfere with the rights of the parties of the second part, their successors or assigns.

8. ASSIGNMENT. The parties of the second part, their successors or assigns, agree that they will not make any assignment of this Lease without the written permission of the parties of the first part.

IN TESTIMONY WHEREOF, this Lease has been executed in duplicate in the

way and manner hereinafter indicated by the affixing of hands and seals and by said instrument being signed by the printing Corporation by authority of its Board of Directors duly given, as of the day and year first above written.

/s/ Mrs. Alice G. Byrd (SEAL)

/s/ J. Frank Ray (SEAL)

/s/ Ruby Ray (SEAL)

/s/ Mrs. J. A. Higgins her X mark (SEAL)

/s/ Mrs. Fansy Ray (SEAL)

/s/ John Blalock (SEAL)

/s/ Sam Phillips (SEAL)

/s/ Kenneth Blalock (SEAL)

/s/ Clarence Sparks (SEAL)

Du Gray, Inc.

By /s/ Mrs. Julia Gray

/s/ Ruth U. Cauthier
My Commission Expires Feb 23, 1954

ATTEST:

/s/ Ruth T. Gray
Secretary

STATE OF NORTH CAROLINA

COUNTY OF LINCOLN

Personally came before me this day Mrs. J. A. Higgins, Mrs. Fansy Ray, John Blalock, Kenneth Blalock and Clarence Sparks, to me well known to be the persons who signed the foregoing lease and who acknowledged the due execution of said instrument by themselves for the purposes therein expressed.

Witness my hand and notarial seal this the 30 day of May, 1952.

/s/ G. M. Angel
Notary Public

My commission expires the

2 day of April 19 53

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

Personally came before me this day Mrs. Alice G. Byrd, to me well known to be the person who signed the foregoing lease and who acknowledged the due execution of said instrument by herself for the purposes therein expressed.

Witness my hand and notarial seal this the 30 day of May, 1952.

/s/ G. M. Angel
Notary Public

My Commission Expires the

2 day of April 1953

STATE OF [illegible]

CITY OF [illegible]

Personally came before me this day J. Frank Ray and wife, Ruby Ray, to me well known to be the persons who signed the foregoing Lease and who acknowledged the due execution of said instrument by themselves for the purposes therein expressed.

Witness my hand andnotarial seal this the 15th day of May 1952.

/s/ Gail Gilpatrick
Notary Public

My Commission Expires the
15th day of November 19 53.

STATE OF NORTH CAROLINA

COUNTY OF YANCEY

Personally came before me, the undersigned Notary Public, on this day Mrs. Julia Wray, who being duly sworn, says:

That she is President of Ru-Wray, Inc., one of the Grantors in the foregoing Lease, and that Rush Wray is Secretary of said Corporation; that she knows the Corporate Seal of said Corporation. That she, the said Julia Wray, signed the said instrument as President of said Corporation and Rush Wray signed the instrument as Secretary in attestation thereof and he, the said Rush Wray, affixed the Corporate Seal to said instrument in the presence of said President and that said instrument is the act and deed of said Corporation and the execution thereof was duly authorized by the Board of Directors duly given.

Witness my hand and notarial seal this the 22 day of May, 1952.

/s/ S. H. Angel
Notary Public

My commission expires the
9 day of April 1953.

Mr. Clarence Sparks
Burnsville
North Carolina

Subject: DMEA-2647
Re: Exploration Assistance
Wray Mine
August 12, 1952

My dear Mr. Sparks:

The receipt of your application dated August 7, 1952, for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-2647 and referred to the Non-Metallic Minerals Division.

Kindly refer to DMEA-2647 in any future correspondence relating to your application.

Sincerely yours,

ROBERT E. ADAMS

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

25451

DMEA-2647

C. BRASWELL COLLINS

ATTORNEY AT LAW

THE ARLINGTON BUILDING

1025 VERMONT AVENUE, N. W.

WASHINGTON 5, D. C.

NATIONAL 7808

OFFICE OF THE SUPERVISOR
Defense Minerals Administration
RECEIVED
AUG 11 1952

August 8, 1952

Mr. Lawrence A. Houk
Room 4635
Defense Minerals Exploration Administration
Department of the Interior
19th & E Streets, N. W.
Washington 25, D. C.

Dear Mr. Houk:

Tendered herewith is an application in quadruplicate for the Wray Mine, Yancey County, North Carolina.

If any other information is desired, please feel free to call upon the services of this office.

Sincerely yours,

C. Braswell Collins

C. Braswell Collins

CBC/amb

Enclosures

STATE OF NORTH CAROLINA

COUNTY OF Yancey

POWER OF ATTORNEY

We, Clarence Sparks John Blalock Kenith Blalock the partners and the joint venturers in the partnership of Wray Mica Mine, do hereby appoint C. B. Collins our attorney and empower him to act in our stead before the Defense Minerals Exploration Administration, DMPA, and other Government agencies having jurisdiction over mining exploration and production incentives and empower him to prosecute our applications and to enter into contracts with said agencies binding us, with the same force and effect as if any one of us or all of us were to negotiate, sign, or enter into said contracts.

Done this 17 day of May in the County of Yancey, State of North Carolina.

Clarence Sparks (SEAL)
John Blalock (SEAL)
Kenneth Blalock (SEAL)
(SEAL)
(SEAL)

State of North Carolina

County of Yancey

I, W. R. Robinson, a Notary Public in and for the State of North Carolina do hereby certify that Clarence Sparks John Blalock, Kenith Blalock did this 17 day of May 1952 personally appear before me and execute the above set forth power of attorney.

W. R. Robinson
Notary Public

My Commission Expires:

Oct. 20 1952

Exhibit A

STATE OF NORTH CAROLINA

COUNTY OF YANCEY

THIS LEASE made this the 6th day of May, 1952, by Mrs. Alice S. Byrd, a widow, of the County of Buncombe and State of North Carolina; J. Frank Ray and wife, Ruby Ray, of the State of Washington; Mrs. J. A. Higgins, a widow; Mrs. Pansy Ray, a widow; and Nu Wray, Inc., a Corporation, all of the County of Yancey and State of North Carolina and hereinafter called parties of the first part, to John Blalock, Sam Phillips, Kenneth Blalock and Clarence Sparks of the County of Yancey and State of North Carolina, hereinafter called parties of the second part:

W I T N E S S E T H

THAT FOR AND IN CONSIDERATION of the sum of $1.00 in hand paid by the parties of the second part to the parties of the first part, receipt of which is hereby acknowledged, and the further consideration of full compliance with the agreements hereinafter set forth, the parties of the first part have bargained and leased and do by these presents bargain and lease unto the parties of the second part, their successors or assigns, the exclusive rights and privileges of mining and removing minerals from that tract or parcel of land situated in Burnsville Township, County of Yancey and State of North Carolina and described as follows:

> KNOWN as the Bailey Hole and Hicks Mine and including area between the two branches, one being on the North side and one on the South side of said mines or openings.

And the terms and conditions of this Lease are as follows:

1. TERM. This Lease shall be for a period of three years from this date with the privilege of renewal for an additional three years, providing that the terms and conditions of said Lease are fully complied with.

2. RIGHTS CONVEYED. Full mining rights and privileges, including the right of ingress and egress, right to construct road ways, flume lines, power lines, tram roads; erection of machinery and buildings and the use of timber on said property, except such timber as would make saw timber, is hereby granted.

3. ROYALTY. The royalty for all minerals mined and removed from the said property shall be paid to Dover R. Fouts, Trustee, for the benefit of

Mrs. Alice S. Byrd; J. Frank Ray and wife, Ruby Ray; Mrs. J. A. Higgins; Mrs. Pansy Ray; and Nu Wray, Inc. The royalty to be paid shall be one-eighth (1/8) of the sales price of all Mica mined and removed from said property; 50¢ per ton for all Feldspar mined and removed from said property; and for all other minerals mined and removed from said property the usual and customary royalty prevailing in Yancey County, North Carolina.

4. TIME OF PAYMENT. Royalty shall be paid on the 1st and 15th of each month and duplicate sales slips shall be furnished to the Trustee, hereinbefore named, showing the amount of minerals sold and the price obtained therefor.

5. CESSATION OF MINING OPERATIONS. Mining operations shall begin within 60 days from the date of this Lease and shall continue with reasonable regularity and if mining operations cease for a period of 60 days then this Lease shall be null and void, unless the cessation of mining operations is prevented by weather conditions or conditions usually termed Acts of God.

6. BREACH OF LEASE. If the parties of the second part, their successors or assigns, fail to comply with any of the conditions or provisions of this Lease then said Lease, or any renewal thereof, shall be null and void and all the rights granted hereunder shall cease. And the parties of the first part, their successors or assigns, may re-enter said property without any action at law to declare said Lease, or any renewal, void. However, upon said Lease becoming null and void the parties of the second part, their successors or assigns, may have 45 days within which to remove any machinery or buildings from said property.

7. ROADS. It is understood and agreed that any roads used or constructed by the parties of the second part, their successors or assigns, to carry on mining operations may likewise be used by the parties of the first part, their successors or assigns, in carrying on operations on any other lands in the territory owned by them, but the use of such roads shall not interfere with the rights of the parties of the second part, their successors or assigns.

8. ASSIGNMENT. The parties of the second part, their successors or assigns, agree that they will not make any assignment of this Lease without the written permission of the parties of the first part.

IN TESTIMONY WHEREOF, this Lease has been executed in duplicate in the

way and manner hereinafter indicated by the affixing of hands and seals and by said instrument being signed by the granting Corporation by authority of its Board of Directors duly given, as of the day and year first above written.

/s/ Mrs. Alice S. Byrd (SEAL)

/s/ J. Frank Ray (SEAL)

/s/ Ruby Ray (SEAL)

/s/ Mrs. J. A. Higgins x her mark (SEAL)

/s/ Mrs. Pansy Ray (SEAL)

/s/ John Blalock (SEAL)

/s/ Ruth W. Gauthier
My Commission Expires Feb 23, 1954

/s/ Sam Phillips (SEAL)

/s/ Kenneth Blalock (SEAL)

/s/ Clarence Sparks (SEAL)

Nu Wray, Inc.

By /s/ Mrs. Julia Wray

ATTEST:

/s/ Ruth T. Wray
Secretary

STATE OF NORTH CAROLINA

COUNTY OF YANCEY

Personally came before me this day Mrs. J. A. Higgins, Mrs. Pansy Ray, John Blalock, Kenneth Blalock and Clarence Sparks, to me well known to be the persons who signed the foregoing Lease and who acknowledged the due execution of said instrument by themselves for the purposes therein expressed.

Witness my hand and notarial seal this the 30 day of May, 1952.

/s/ G. M. Angel
Notary Public

My commission expires the

5 day of April 19 53

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

Personally came before me this day Mrs. Alice S. Byrd, to me well known to be the person who signed the foregoing lease and who acknowledged the due execution of said instrument by herself for the purposes therein expressed.

Witness my hand and notarial seal this the 30 day of May, 1952.

/s/ G. M. Angel
Notary Public

My Commission Expires the

5 day of April 1953

STATE OF WASHINGTON

CITY OF WALLA WALLA

Personally came before me this day J. Frank Ray and wife, Ruby Ray, to me well known to be the persons who signed the foregoing Lease and who acknowledged the due execution of said instrument by themselves for the purposes therein expressed.

Witness my hand and notarial seal this the 15th day of May 1952.

/s/ Gail Gilpatrick
Notary Public

My Commission Expires the

10th day of November 19 55.

STATE OF NORTH CAROLINA

COUNTY OF YANCEY

Personally came before me, the undersigned Notary Public, on this day Mrs. Julia Wray, who being duly sworn, says:

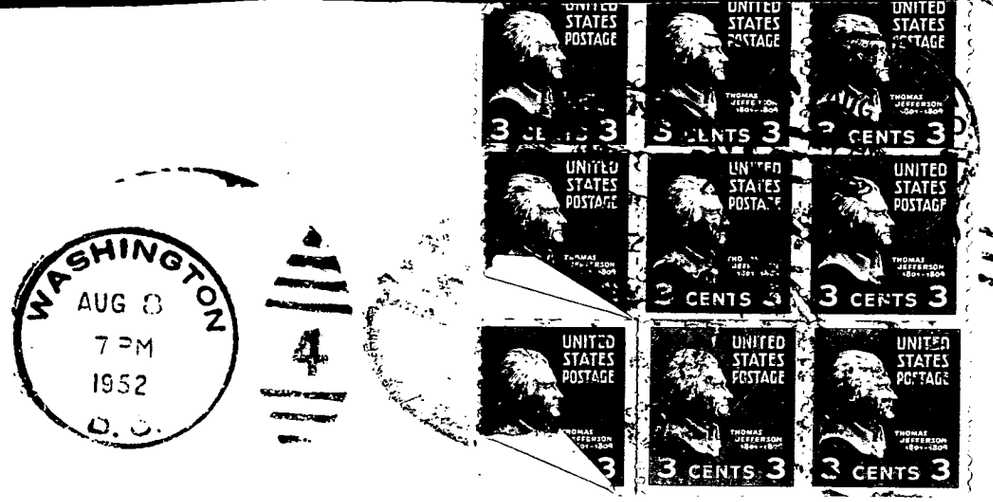
That she is President of Nu-Wray, Inc., one of the Grantors in the foregoing Lease, and that Rush Wray is Secretary of said Corporation; that she knows the Corporate Seal of said Corporation. That she, the said Julia Wray, signed the said instrument as President of said Corporation and Rush Wray signed the instrument as Secretary in attestation thereof and he, the said Rush Wray, affixed the Corporate Seal to said instrument in the presence of said President and that said instrument is the act and deed of said Corporation and the execution thereof was duly authorized by the Board of Directors duly given.

Witness my hand and notarial seal this the 30 day of May, 1952.

/s/ G. M. Angel
Notary Public

My commission expires the

5 day of April 1953.

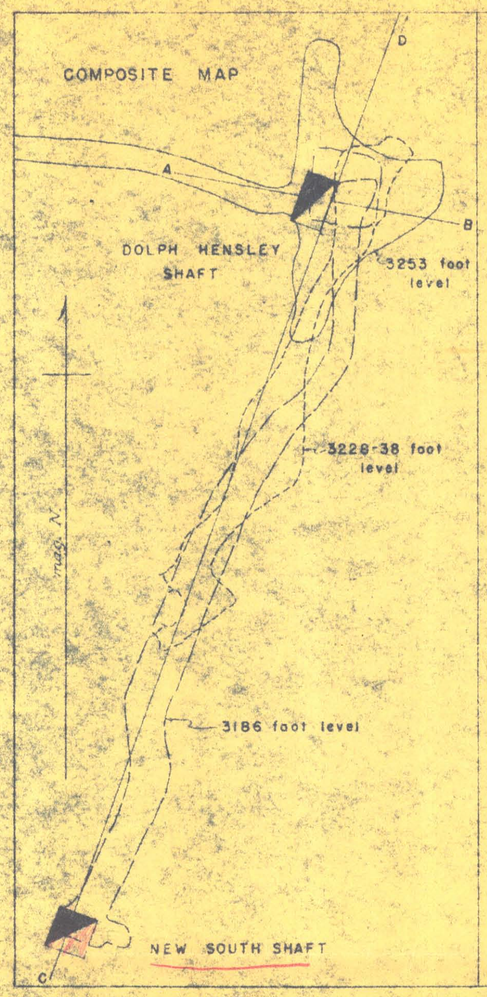


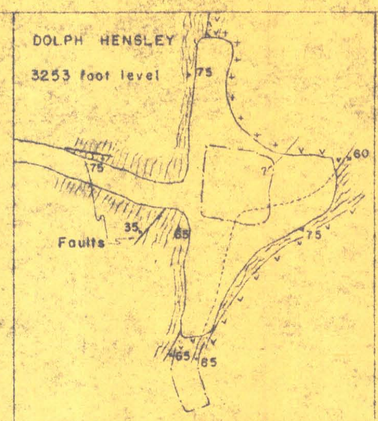
FIRST CLASS MAIL

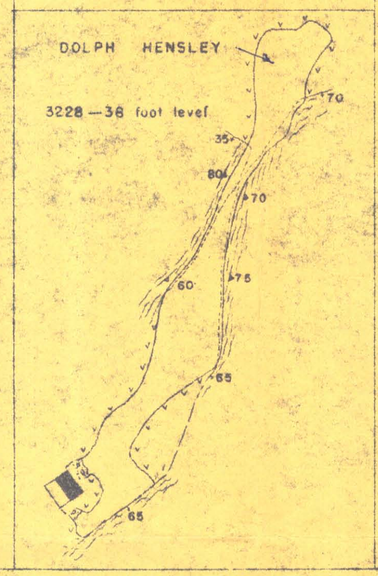
Mr. Lawrence A. Houk
Defense Minerals Exploration Administration
Room 4635
Department of the Interior
19th & E Streets, N. W.
Washington 25, D. C.

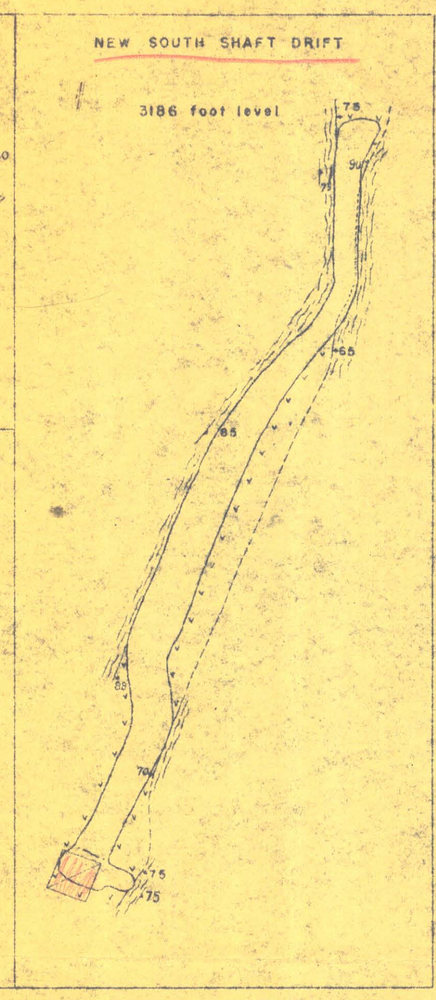
UNITED STATES DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

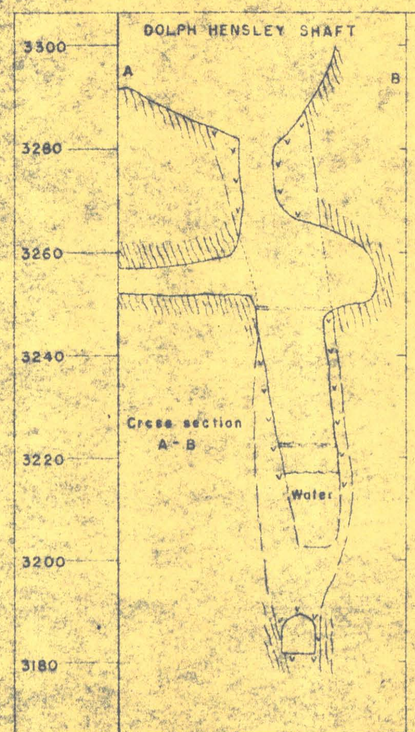
STRATEGIC MINERALS INVESTIGATIONS
PRELIMINARY MAP

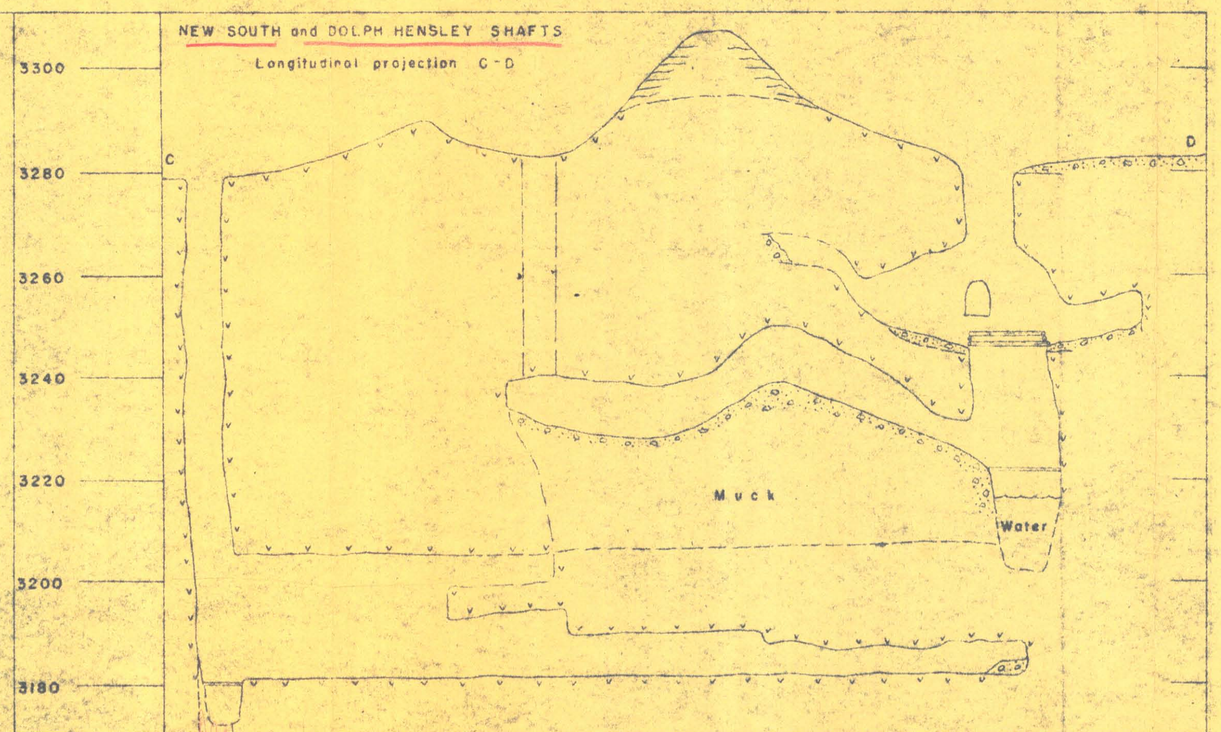












Prepared
in cooperation with North
Carolina Department of
Conservation and Development

Mapped by
J. M. Parker and J. R. Wolfe
May 2—11, 1944

EXPLANATION

- Mica gneiss
- Aplaskite
- Barren quartz-plagioclase pegmatite
- Sheet mica
- Scrap mica
- Muck
- Strike and dip of foliation (90°) 75
- Contacts
  - Observed, with strike and dip (90°) 85
  - Inferred
  - Mined out
- Underground workings
  - At levels mapped
  - At other levels
- Shaft, open
- Shaft, filled

SCALES
Horizontal and vertical
0 50 100 Feet

Proposed Exploration

Maps and sections of underground workings
WRAY MICA MINE, YANCEY COUNTY, NORTH CAROLINA

DMEA-2647