5-18-53 DMTA-2059 R
Mica
No.217 Region VII

[illegible] AND JOHNSON, [illegible], NORTH CAROLINA. Hampton Mine, Yancey County, North Carolina.

Letter to the Field forwarding a contract, signed by the Administrator, for execution. Approval for referral.

Mica Reports (continued)

[illegible] 1959 R
Mica
Region VII

[illegible] & JOHNSON, [illegible], NORTH CAROLINA. Hampton Mine, Yancey County, North Carolina. 3-2-53

Field report accompanying approval. The report was returned to the Mine for modify group.

☑ Audited

☐ Certified

WORK ANALYSIS SHEET - AMEA PROJECT

Analysis as of 12-8-58

Incl. Voucher for August 58

☐ Actual Cost

☑ Agreed Unit Costs

Name Bennett & Johnson Co

Docket No. 2859

State North Carolina

Commodity Mica

Idm-E No. 0525

OPERATION	AUTHORIZED Units	AUTHORIZED Cost	COMPLETED Units	COMPLETED Cost	NET COST
Drifting & Crosscutting	80	2800.00			
Raising					
Shafts	80	4000.00	77	3850.00	3850.00
Winzes					
Drilling (Specify)					
Surface Excavation		200.00		100.00	100.00
Underground Excavation					
Roads and Trails					
Operating Equipment Purchased					
Surface Rehabilitation & Repairs					
Underground Rehabilitation					
New Building, Improvements, etc.					
Other (Specify)					
Totals		7000.00		3950.00	3950.00

Prepared by [illegible]

71626

DEFENSE MINERALS EXPLORATION ADMINISTRATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF REVIEW

I have reviewed the Monthly Reports of:

Yates Bennett, Mark W. Bennett, & Everett Johnson
d/b/a Bennett and Johnson Company
Burnsville, North Carolina

pertaining to Exploration Project Contract No. Idm-E525, Docket No. DMEA-2859, for the months of June, 1953 to August, 1953, inclusive, covering a project for the exploration of strategic mica on property, known as the Hampton Mine, located in Yancey County, North Carolina.

My review included an examination of the Monthly Reports (Forms MF-104) and supporting documents attached thereto, comparison of the costs claimed with the contract and pertinent schedules, verification of work performed by reference to Field Team reports, and a determination of the reasonableness and propriety of the costs.

This review was made in lieu of a final audit of the Operator's accounts and records for the following reason:

the contract provides for payment by the Government on the basis of agreed estimated costs of units of work actually performed.

The review disclosed the following facts in regard to the amount paid or to be paid the contractor:

Total cost as billed by Contractor		$3,950.00
Exceptions:		
By DMEA Finance Officer	$ -0-	
Herewith	-0-	-0-
Total Accepted Cost		$3,950.00

The contract calls for a 90 percent participation of exploration expenses by the United States Government. Therefore, payment to the contractor by the Government in the amount of Three thousand five hundred fifty-five and no/100 Dollars

$3,555.00

is considered valid and proper.

E. D. Talbert, Auditor

Jan. 19, 1954

DIVISION COPY

TERMINATION OF EXPLORATION PROJECT CONTRACT BY AGREEMENT
AFTER COMMENCEMENT BUT BEFORE COMPLETION OF THE WORK

It is agreed this 23rd day of October, 1953, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Yates Bennett, Mark W. Bennett, and Everett Johnson, partners, doing business as Bennett and Johnson Company Burnsville, Yancey County, North Carolina, hereinafter called the "Operator," parties to that certain Exploration Project Contract I-dm-E 525, Docket No. DMEA- 2859, dated 19th day of May 1953, that the said contract shall be and is hereby terminated as of the first date above written.

Any work prosecuted or costs incurred by the Operator after the date first above written shall be for the sole account of the Operator, except for (a) such necessary and reasonable costs and expenses as may be incurred in preserving and disposing of any facilities, buildings, fixtures, equipment, or other items, to the cost of which the Government has contributed and in which the Government has an equity, and (b) the costs of any reports, accounts, and winding-up and settlement actions provided for in the contract.

The undersigned Operator hereby releases and agrees to save harmless the Government from all claims and demands under or arising out of said Exploration Project Contract, except as herein expressly otherwise provided.

Witness the following signatures as of the day and year first above written.

UNITED STATES OF AMERICA

By Robert A. Lamm EXECUTIVE OFFICER DMEA REGION VII

BENNETT AND JOHNSON
(Operator)

By Yates Bennett

By E. Johnson

By Mark W Bennett

MF-200 (A)
(February 1952)

DOCKET NO. DMEA 2[illegible]

COMMODITY Mica

Division Copy

IDM-E 525

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

EXPLORATION PROJECT CONTRACT[1]

(Short Form)

IT IS AGREED this 19th day of May, 195[illegible]3 between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] Yates Bennett, [illegible] Bennett, and [illegible] Johnson, partners, doing business as Bennett and Johnson Company, Burnsville, Yancey County, North Carolina

hereinafter called the "Operator," as follows:

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

ARTICLE 2. *Operator's property rights.*—With respect to the mineral rights in that certain land situated in the State of North Carolina, County of Yancey, described as follows[3] set forth in Annex 1 attached hereto and made a part hereof

the Operator represents and undertakes:[4]

(a) That the Operator is the owner in possession and entitled to possession, and that the property is subject only to the following claims, liens, or encumbrances: [illegible]

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

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

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

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

ARTICLE 4. *Costs of the project.*—The agreed, estimated costs of performing the work, expressed in terms of units of work to be performed (per foot of drifting, per foot of drilling, per cubic yard of material to be moved, etc.) are set forth in Exhibit "A," attached hereto. The Government will pay 50 percent of these agreed, estimated costs, as they accrue, for units of work actually performed that conform with the description or specifications for the work set forth in this contract, in an aggregate total amount not in excess of $6,300.00, which is 50 percent of $12,600.00, the agreed, estimated total cost of the project in which the Government will participate: *Provided,* That until the Operator's final report and final accounting have been rendered to the Government and any final check or auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract. The Government may, as it sees fit, make payments direct to the Operator's independent contractors, if any, for the account of the Operator, rather than to the Operator.

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

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

16—66329-1

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9. *Changes and added provisions* _____

_____

_____

_____

_____

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

BENNETT AND JOHNSON COMPANY
(Operator)

By Yates Bennett

By O. Mitterdorf
Administrator, Defense Minerals Exploration Administration

O. E. Kraus
Robert
Hugh Talbot

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

_____ [CORPORATE SEAL]

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

EXPLORATION PROJECT CONTRACT
BENNETT AND JOHNSON COMPANY
DOCKET NO. DMEA-2859

ANNEX I

The property referred to in Article 2 was leased to the Operator by lease dated April 8, 1953, from Mrs. Maggie Renfro (widow), as owner, and is more particularly described as follows:

"A certain tract or parcel of land, located on the headwaters of Pig Pen Creek, Green Mountain Township, Yancey County, North Carolina, adjoining the lands of J. W. Wallace, H. R. Peake, and others.

"BEGINNING on a stake which is N. 2°-00' W. 400 feet from the center of the excavated area of the Hampton Mine at the ground surface, and thence running N. 88°-00' E. 150 feet up the hill to a stake; thence S. 2°-00' E. 800 feet across the hill to a stake; thence S. 88°-00' W. 560 feet down the hill to a stake; thence N. 2°-00' W. 800 feet across the hill to a stake; thence N. 88°-00'E. 400 feet up the hill to the stake in the point of BEGINNING, and containing 10.3 acres.

"AND BEING a part of the lands described in a deed dated 2 July 1920 from H. M. Bailey and wife, Fannie Bailey to Jackson Renfro and wife, Maggie Renfro, recorded in Yancey County Deed Book 65, page 77.

Property map entitled "Plat of A Tract of Land containing Hampton Mine owned by Mrs. Maggie Renfro, Yancey County, N. C." attached hereto and made a part hereof, also describes this property.

EXPLORATION PROJECT CONTRACT
BENNETT AND JOHNSON COMPANY
DOCKET NO. DMEA-2859

EXHIBIT "A"

Description of the Work

As approximately indicated on the map attached hereto and entitled "Sketch of Hampton Mine - Yancey Co., N. C. - DMEA-2859 (mica)", the work shall consist of sinking a 5' x 7' shaft to a depth of 80 feet followed by driving from this shaft a drift/or crosscut to explore the mica-pegmatite a distance of 80 feet. The shaft site shall be prepared by surface bulldozing.

The location and direction of all work shall be subject to the approval of the Government engineers.

Agreed Unit Costs

20 hours of bulldozer @ $10/hr.	$ 200.00	
80 feet of shaft @ $50/ft.	4,000.00	
80 feet of drift/or crosscut @ $35/ft.	2,800.00	
Total Agreed Unit Cost of the Project		$7,000.00
Government's Participation @ 90%		$6,300.00

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 _____, County of _____, described as follows:1/

_____

_____

_____

_____

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/_____

_____

_____

hereinafter called the "Operator"; and

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

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ _____, 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 24 day of April, 195 3.

Mrs Maggie Renfro [Seal]

_____ [Seal]

_____ [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

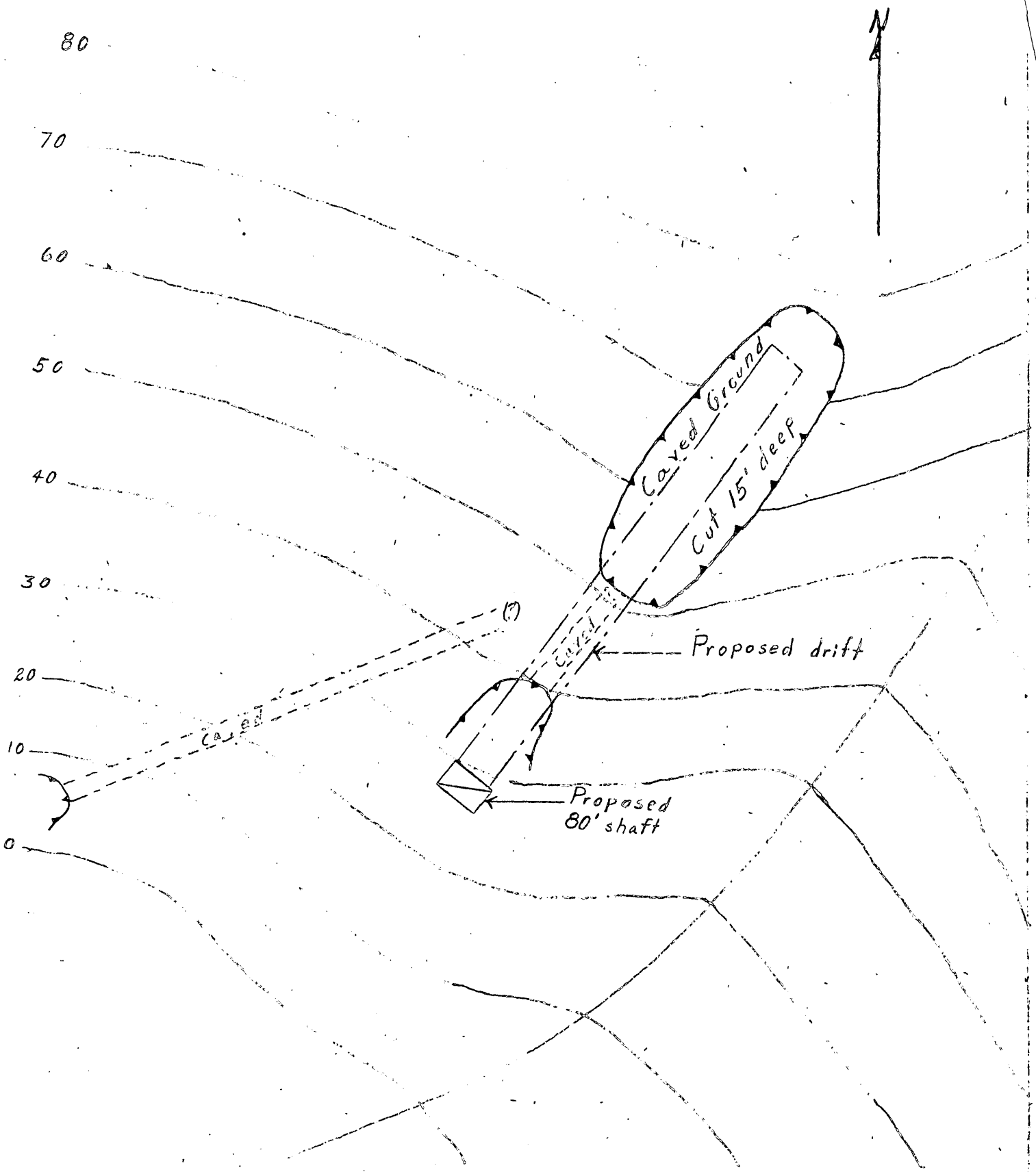
(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is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

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

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

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

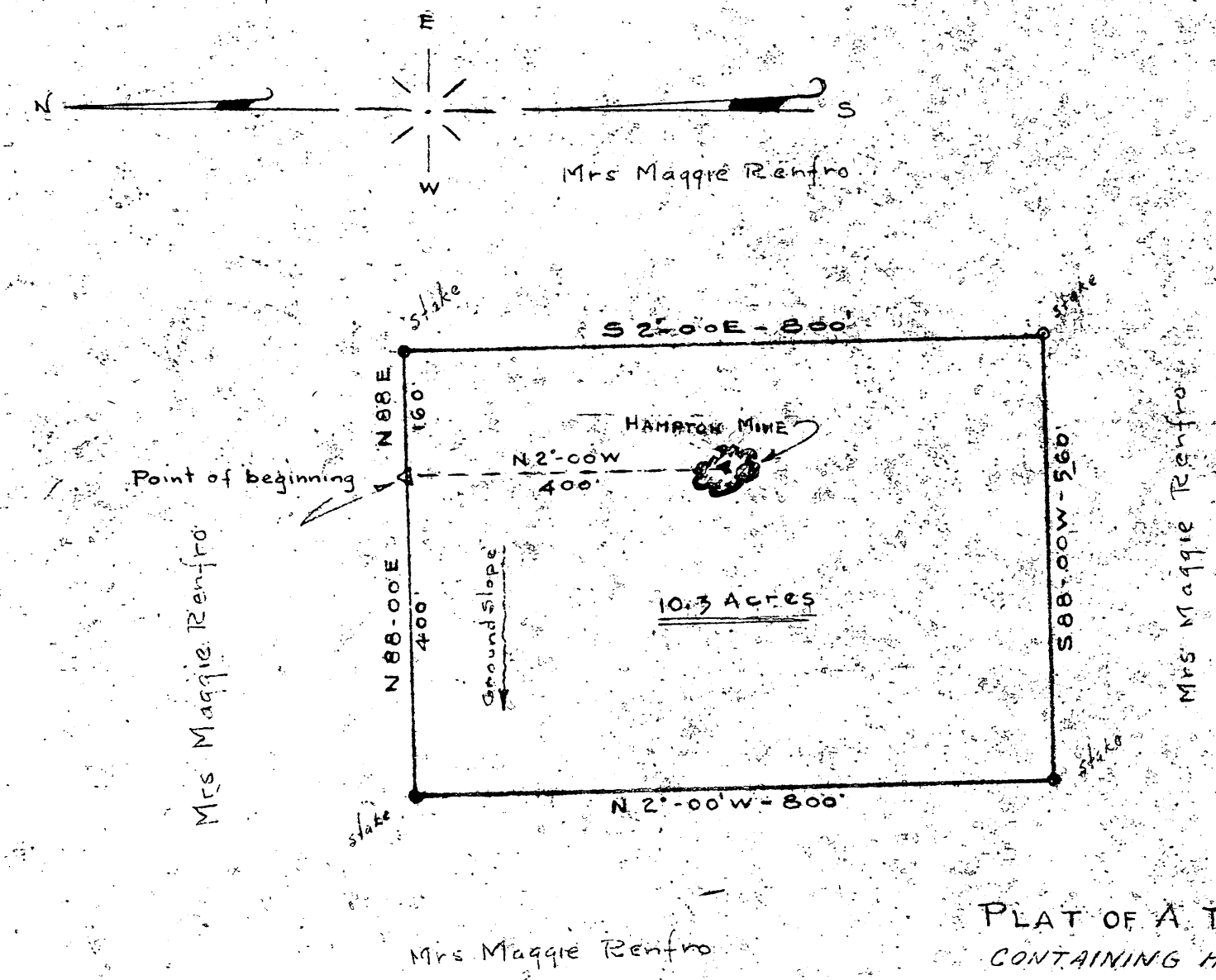
Interior--Duplicating Section, Washington, D. C.



Sketch of
HAMPTON MINE
Yancey Co., N.C.

0 20' 40'
Scale

DMEA-2859 (mica)



PLAT OF A TRACT OF LAND
CONTAINING HAMPTON MINE
OWNED BY
MRS. MAGGIE RENFRO
Yancey County, N.C.
Scale 1" = 200', April 23rd 1953
Jim Stone Surveyor

FEB 2 4 1954

Mr. Yates Bennett
Bennett and Johnson Company
Burnsville, North Carolina

Re: Docket No. DMEA-2359 - Mica
Hampton Mine
Yancey County, North Carolina
Contract No. Idm-E525

Dear Mr. Bennett:

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

Total claimed for units of work performed	$3,950.00
Total Government contribution at 90 percent	$3,555.00

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

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

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

Sincerely yours,

C. O. Mittendorf

Administrator
GSA Bldg.

JHopkins:gad 2/18/54
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Larrabee, G-232
Mr. Houk
Mrs. Maggie Renfro (owner of property)

February 18, 1954

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Docket No. DMSA-2359 - Mica
Contract No. IDm-E525
Hampton Mine
Yancey County, North Carolina

Operator: Bennett and Johnson Company
Burnsville, North Carolina

Operator's Property Rights: Lessee. Lease from Mrs. Maggie Renfro dated April 8, 1953. Owner's Consent to Lien dated April 23, 1953.

Contract: Dated May 19, 1953

(a) Work authorized:

Preparation of shaft site by bulldozing	$ 200.00
Sinking shaft 80 ft. @ $50.00	4,000.00
Drifts or Crosscuts 80 ft. @ $35.00	2,800.00
Total agreed unit cost	$7,000.00
Government participation @ 90 percent	$6,300.00

(b) Amendments: None

(c) Work completed:

Bulldozing of shaft site	$ 100.00
Sinking shaft 77 ft. @ $50.00	3,850.00
	$3,950.00
Government participation @ 90 percent	$3,555.00

Work completed in August 1953.
Contract terminated by mutual agreement October 23, 1953.

Audit: Report of Review by Contract Administration and Audit Division dated January 19, 1954.

Certification: No certification of discovery issued.

Comments:

Work was suspended on this project when the shaft having attained a depth of 77 feet encountered extremely heavy ground and excessive water which made further work unsafe.

Past published and manuscript reports on the Hampton Mine indicated that it had been a large producer of good quality mica; therefore, mainly on the basis of the past history of the mine, the field examiners were of the opinion that the deposit warranted exploration. Previous production was obtained from workings that are no longer accessible. The project recommended by the field team involved sinking a shaft and drifting or crosscutting to explore the downward extension of the previously mined deposits.

About 12 inches of pegmatitic material containing kaolinized feldspar and a few scattered books of mica was exposed by bulldozing the shaft site. Only highly weathered mica schist was encountered in the shaft to the 63.5 foot level. A pegmatite 2 feet thick but containing no mica appeared at this point and persisted to the shaft bottom. Attempts to turn off levels at the 77.6-foot and 59-foot levels and an attempt to deepen the shaft all failed because of heavy ground conditions. A new shaft was not warranted because of the heavy ground and water conditions, thus the contract was terminated by mutual agreement effective October 23, 1953. The operation was conducted in an efficient and satisfactory manner. The operators were cooperative and competent and did everything possible to conduct the project as provided for in the contract. No significant amounts of mica were found, and it is concluded that no discovery was made.

James Hopkins
Nonmetallic Minerals Division

JHopkins:gad 2/19/54
Copy to: Admr. R. File
Docket File
Mr. Houk

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

RECEIVED
FEB 5 1954

February 5, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2859

Contract Number: Idm-E525

Applicant: Bennett and Johnson Company

Name and Location of Property: Hampton (Hensley) Mine
Yancey County, North Carolina

Date of Field Team Final Report: January 8, 1954

Date Rec'd by Ceramic & Fertilizer Mats. Branch: February 4, 1954

Field Team Recommendation:

1. No certification of discovery or development.

Comments:

1. No commercial mica was recovered.

2. Expenditures:

Total approved	$7,000
Total costs	3,950
Government's share	3,550
Value	None

Recommendation:

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

Signed

W. F. Dietrich

IN REPLY REFER TO:

G-E1-CNA

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

January 20, 1954

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2859 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: Yates Bennett, Mark W. Bennett, and Everett Johnson (Bennett and Johnson Company).
Name of property: Hampton (Hensley) Mine.
Location of property: Near west base of Tiger Bluff, 0.1 miles east of Tiger Creek, and 4.75 airline miles N. 36° W. of Burnsville, Yancey County, North Carolina.
Date of field team report: January 5, 1954.
Authorship of field team report: R. H. Teague, W. H. Amos, L. W. Shirley.
Field team's recommendation: No certification of discovery should be issued.
Comments: Because no commercial mica was discovered, no further work is recommended.
ACTION RECOMMENDED:
Follow field team's recommendation.

D. M. Larrabee

Larrabee:jeh
1/20/54
cc: Director's reading 4212
Branch reading 4212
DMEA 3
Larrabee G-230

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

COPY

Room 13, Post Office Bldg.
Knoxville 2, Tenn.

January 8, 1954

Memorandum

To: Operating Committee, D M E A - Washington

From: Executive Officer, DMEA - Region 7

Subject: Final Report, DMEA-2859, Idm-E525 (mica) Hampton Mine, Bennett & Johnson Co., Opr.

Enclosed are four copies of Field Team final report on the subject exploration project.

This contract was terminated by mutual agreement when approximately 55% of the work had been done, after repeated attempts to sink through very bad ground. We agree with the examiners' conclusion that no certification should be issued.

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

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

Reviewed by
DMEA OPERATING COMMITTEE
1-18-54
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

2/24/54

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT
FIELD TEAM, REGION VII

on

DMEA-2859, HAMPTON (Hensley) MINE (Mica)
Contract Idm-E 525
Yancey County, North Carolina

BY

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

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

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

January 5, 1954

Reviewed by
DMEA OPERATING COMMITTEE
1-18-54
(date)

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT
On
DMEA-2859, Hampton (Hensley) Mine (mica)
Contract Idm-E 525
Operators: Yates Bennett, Mark W. Bennett, and Everett Johnson, Ptnrs., d/b/a Bennett & Johnson Company, Burnsville, N. C.

The Hampton Mine is located near the west base of Pig Pen Bluff, 0.1 miles east of Pig Pen Creek, and 4.75 airline miles N. 36° E. of Burnsville, Yancey County, North Carolina.

Work completed under contract consisted of shaft site preparation and sinking 77.6 feet of a 5' x 7' timbered shaft. Attempts to turn off levels at the 77.6 foot and at 59-foot levels and an attempt to deepen the shaft all failed because of heavy ground conditions. Further work from the shaft had to be abandoned because of unsafe conditions. The heavy ground and water conditions at this site did not warrant sinking a new shaft, thus the contract was terminated by mutual agreement effective October 23, 1953. As no commercial mica was recovered during the operation, a certification of discovery should not be issued.

Work began on May 28, 1953 and was ended on October 5, 1953. A shaft site was prepared and a 5' x 7' timbered shaft sunk to a depth of 77.6 feet. At this level a drift to the northwest was attempted but after pulling the first heading a highly weathered mica schist began working into the shaft and filled the bottom with about 10 feet of material. An attempt was made to remove the material so that the shaft could be sunk for an additional 20 feet or to a point where solid rock would be encountered, but failed. The shaft was then floored at the 70-foot level preparatory to turning off a level at a point 59 feet from the surface. The shaft began to cave when shaft timbers were cut to turn off this level. Shaft timbers were broken to the 46 foot level and the northeast corner of the shaft sank about a foot. This dangerous condition made further work from the shaft unsafe.

About 12 inches of pegmatitic material containing kaolinized feldspar and a few scattered books of mica was exposed by bulldozing the shaft site. Only highly weathered mica schist was encountered in the shaft to the 63.5 foot level. A weathered pegmatite 2 feet thick striking N. 20° W. with a vertical dip appeared on the northeast wall at this point and persisted to the shaft bottom. The pegmatite contains no mica. The shaft bottom contains from northeast to southwest, 15 inches of weathered pegmatite, 3-4 feet of muscovite schist, and about 3 feet of biotite-garnet gneiss.

Expenditures:

(a)	Total approved	$7,000.00
(b)	Total cost of project	3,950.00
(c)	Government's share of cost	3,555.00
(d)	Government's share unexpended	2,745.00
(e)	Value of production during operation -	none

The operation was conducted in an efficient and satisfactory manner. Adequate timber was used in the shaft and suitable pumping facilities were provided, but unusual heavy ground and water conditions caused loss of the shaft. The Operators did everything possible to conduct the project as provided for in the contract and the failure can not be attributable to incompentency on their part.

No equipment was purchased under the contract.

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

D. H. Amos, U. S. G. S.

L. E. Shirley, U. S. B. M.

January 5, 1954

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

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

Dear Mr. Laurence:

Reference is made to your letter of November 12, 1953, advising that you have only four completed or terminated Exploration Project Contracts for which Reports of Review are required and, therefore, and audit trip to Knoxville is unnecessary at the present time.

The recent receipt of the Final Field Team report on DMEA 2861, Idm-E542, Wise, Wise and Phillips, has made it possible for a Report of Review to be prepared. Accordingly, the original and two copies of this Report of Review are enclosed for normal distribution in your Region.

Reports of Review in lieu of final audits also have been prepared, but release is being withheld pending receipt of the final Field Team reports, covering:

DMEA-2677, Idm-E435 Grigg & West
DMEA-2859, Idm-E525 Bennett & Johnson
DMEA-2882, Idm-E535 Bowman Bros.

According to our records it appears that DMEA-2840, Idm-507, Stancil & Jones, also has been completed. The narrative attached to the September MF-104 states, under date of September 25, 1953, "That completes the present contract of 165 ft." This same narrative indicates that the footage of advance, authorized by Amendment No. 1 as "adit or raises", included two 16 foot "shafts"(test pits). Therefore, I have two questions on this project. Has the project.been completed? Is approval of the shaft work, apparently authorized informally by the Field Team, being formalized by and amendment?

One other contract, i. e., DMEA-2785, Idm-E518, B&R Mica Company, appears to have been completed in October, although the last MF-104 we have received covers the month of September. An interim report (prepared by Messrs. Shirley and Teague), dated October 19, 1953, indicated 80 feet of shaft sinking and 147 feet

of crosscutting has been completed. The contract authorizes the 80 feet of shaft and maximums of 40 feet of crosscut and 100 feet of drift. Has this contract been completed? Is an amendment being processed to cover the change from drifting to crosscutting? Has the final MF-104 been received?

Your advise on the above questions will be appreciated.

Sincerely yours,

/s/
E. D. Talbert, Acting Chief
Contract Administration
and Audit Division

EDTalbert/wb
November 16, 1953

Copy to: Mail & Files
Admr. Reading File
Mr. Houk
Mr. Chambers

original to Decker

IN REPLY REFER TO:

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

October 28, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2859 (mica).

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. A. Brobst, U. S. Geological Survey
Applicant: Bennett and Johnson Co., Burnsville, N. C.
Name of property: Hampton mine
Location of property: Near west base of Pig Pen Bluff, 0.1 mile east of Pig Pen Creek, 4.75 air miles N. 36° E. of Burnsville, Yancey Co., N. C.
Date of field team report: October 5, 1953
Authorship of field team report: L. E. Shirley and K. H. Teague
Field team's recommendation: Terminate the contract (Idm E 525) because of difficulty of operations in soft ground.

Comments:

Notice that this contract is terminated because of physical conditions at the mine. The operator was cooperative and competent.

ACTION SUGGESTED:

"Follow field team's recommendation."

D. A. Brobst

Copy to: DMEA (3)

600

OCT 21 1953

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

Subject: Docket No. DMEA-2359 - Mica
Bennett and Johnson Company
Hampton Mine
Yancey County, North Carolina
Contract No. Idm-E525

Dear Mr. Laurence:

Reference is made to your memorandum, dated October 12, 1953, recommending that the subject contract be terminated. We approve such action and authorize you to terminate the contract using the standard form; "Termination of Exploration Project Contract by Agreement after Commencement but before Completion of the Work".

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee

Approved:
J. H. Hedges

Member, Bureau of Mines
D. M. Larrabee

Member, Geological Survey

JTRobertson:gad 10/19/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

[illegible]

[illegible]T

[illegible]-2859 [illegible]-325 (mica) [illegible]

OWNER: Bennett & Johnson Company, Burnsville, North Carolina.

LOCATION: Near the west base of Pig Pen Bluff, 0.1 mile east of Pig Pen Creek and 4.75 airline miles [illegible] 36° [illegible] of Burnsville, Yancey County, North Carolina.

Recent operations on this contract have been concerned with attempts to deepen the shaft and, after failing to do this, an attempt to turnoff at a higher level in better ground, which has also failed. As previously reported, the shaft was sunk for a total depth of 77'7", at which point turnoff was made. The first heading pulled brought on heavy ground conditions which prevented any additional work from this level. The nature of the material coming into the shaft prevented attempts to deepen the shaft as suggested by the field examiners. The other alternative was to come up to the 59 foot level where the best ground was encountered and attempt to turnoff in the same direction. After removing some cribbing at this level, highly weathered mica schist began working into the shaft and examination during this visit disclosed that heavy ground had sprung timbers from the 59 ft. level to the 41 ft. level. The mine continues to make large quantities of water and this has been one of the predominant factors against any work attempted.

It is suggested by both the field examiners and operators, that this contract be terminated because of the foregoing conditions. The operator was very cooperative during the life of the project, following all suggestions closely and should be commended for efforts to keep the mine open.

L. C. Shirley, Mining Engineer
[illegible] Bureau of Mines

[illegible] Teague, Geologist
U. S. Geological Survey

October 5, 1953

EXECUTIVE OFFICER
DMEA REGION VII
KNOXVILLE, TENNESSEE

October 12, 1953

Memorandum

To: Operating Committee, D M E A - Washington

From: Field Team, Region 7 - D M E A

Subject: DMEA-2859, Idm-E 525 (mica) Hampton Mine, Yancey Co., N. C.

This project was inspected on October 5, 1953. As mentioned in the interim report, dated September 25, 1953, heavy ground was encountered, when the level was turned off at 77.6 feet. After the Sept. 25 visit, the shaft was kept dewatered and an attempt made to remove the 10 feet of muck in the bottom. Two days were spent in removing muck; however, the level of muck in the shaft was not lowered. The Operators then floored the shaft at about the 70-foot level, and attempted to turn off a level at a point 59 feet from the surface. Only four timbers were cut, before caving began at this point. On the date of the last inspection, the shaft timbers were broken to the 46-foot level and the northeast corner of the shaft has sunk about one foot in reference to the other corners. The shaft is now in a dangerous condition and no further work can be conducted from it.

The Operators conducted the project in a shafe and satisfactory manner. Adequate timber was used in the shaft and suitable pumping facilities were provided.

The Field Team is of the opinion that the Operators have done everything possible to conduct project as provided in the contract. Heavy ground and water conditions as encountered were not originally anticipated, however, the Operators handled these conditions up until the time of the cave-in.

There appears to be two possible solutions to the problem: (1) Relocate and sink a new shaft or (2) Terminate the project by mutual consent. Any new shaft will probably encounter conditions similar to those already known. Also, if ground conditions in the pegmatite are as those encountered in the shaft, the operation would be difficult, and perhaps dangerous.

The Field Team believes that the most suitable action to take is to terminate the project by mutual agreement. Permission to do so is requested.

Executive Officer, DMEA
Field Team, Region 7

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

KMT/sm

EXECUTIVE OFFICER
DMEA REGION VII

KNOXVILLE, TENNESSEE

October 12, 1953

Memorandum

To: Operating Committee, D M E A - Washington

From: Field Team, Region 7 - D M E A

Subject: DMEA-2859, Idm-E 525 (mica) Hampton Mine, Yancey Co., N. C.

This project was inspected on October 5, 1953. As mentioned in the interim report, dated September 25, 1953, heavy ground was encountered, when the level was turned off at 77.6 feet. After the Sept 25 visit, the shaft was kept dewatered and an attempt made to remove the 10 feet of muck in the bottom. Two days were spent in removing muck; however, the level of muck in the shaft was not lowered. The Operators then floored the shaft at about the 70-foot level, and attempted to turn off a level at a point 59 feet from the surface. Only four timbers were cut, before caving began at this point. On the date of the last inspection, the shaft timbers were broken to the 46-foot level and the northeast corner of the shaft has sunk about one foot in reference to the other corners. The shaft is now in a dangerous condition and no further work can be conducted from it.

The Operators conducted the project in a safe and satisfactory manner. Adequate timber was used in the shaft and suitable pumping facilities were provided.

The Field Team is of the opinion that the Operators have done everything possible to conduct project as provided in the contract. Heavy ground and water conditions as encountered were not originally anticipated, however, the Operators handled these conditions up until the time of the cave-in.

There appears to be two possible solutions to the problem: (1) Relocate and sink a new shaft or (2) Terminate the project by mutual consent. Any new shaft will probably encounter conditions similar to those already known. Also, if ground conditions in the pegmatite are as those encountered in the shaft, the operation would be difficult, and perhaps dangerous.

The Field Team believes that the most suitable action to take is to terminate the project by mutual agreement. Permission to do so is requested.

Executive Officer, DMEA
Field Team, Region 7

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

A T/xm

600

OCT 13 1953

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

Subject: Docket No. DMEA-2859 - Mica
Bennett and Johnson Company
Hampton Mine
Yancey County, North Carolina
Contract No. Idm-E525

Dear Mr. Laurence:

Reference is made to the Interim Report on the subject mine and suggestions of the field team that the shaft should be sunk an additional twenty feet or to a point where solid rock may be encountered to which the Operator is agreeable. This indicates that the contract should be amended to provide for this additional work.

Please prepare an amendment to allow for this additional work.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

J. H. Hedges

Member, Bureau of Mines

T. P. Thayer

Member, Geological Survey

LGHouk:gad 10/9/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

[illegible]

[illegible]-2859 [illegible]- 525 (Mica) [illegible]

[illegible]: Bennett & Johnson Company, Burnsville, North Carolina.

LOCATION: Near the west base of Pig Pen Bluff, 0.1 mile east of Pig Pen Creek and 4.75 airline miles [illegible] 36° [illegible] of Burnsville, Yancey County, North Carolina.

This project has been halted temporarily because of heavy ground conditions that arose immediately after turnoff was made from the shaft bottom. The shaft was sunk for a total depth of 77'7". The bottom was examined by the field examiners and instructions given for starting a crosscut to the north. After pulling the first heading and as a result of the first shot, a highly weathered mica schist section began working into the shaft, filling the bottom with about 10 feet of water and schist. Work was suspended until the day of this visit, at which time most of the water was pumped out and an examination made. Timbers near the bottom had not been affected in any way, and with removal of existing muck, it is believed that the shaft could be sunk for an additional 20 feet or to a point where solid rock can be encountered. It was suggested that additional sinking be attempted, carefully cribbing this new section, in an effort to get out of this highly weathered material. All previous cribbing was 3" x 6" sawed oak timbers, which was carried to about 69 feet from the collar. The operators were agreeable with all suggestions made, including pumpage around the clock, and indicated that an attempt to deepen the shaft would begin in the near future.

Mr. Robert A. Laurence, executive officer of [illegible], Region VII, accompanied the field examiners on this visit to the mine.

L. [illegible] Shirley, Mining Engineer
U. S. Bureau of Mines

R. H. League, Geologist
U. S. Geological Survey

September 25, 1953

Mr. Robertson

[illegible] T

[illegible]-2659 [illegible]-3525 (mica) [illegible]

[illegible]: [illegible]nnett [illegible] Johnson Company, Burnsville, North [illegible]rolina.

L[illegible]: [illegible]ear the west base of [illegible]en Bluff, 0.1 miles east of [illegible] [illegible]rest and 4.75 airline miles [illegible] 30° [illegible] of Burnsville, Yancey County, North Carolina.

Shaft sinking continues on this contract and is now at 77.5 feet. The mine continues to make considerable water, but this is being handled satisfactorily with a 7½ h.p. electric pump with 160 ft. head. The cotta[illegible] of the shaft flows, from [illegible] to the east to northeast, 15-18° of pegmatite, 3-4 feet of muscovite schist and [illegible] biotite gneiss, containing garnet. Only 2.5 fe[illegible] [illegible] to be made on the contract. The drift turnoff will be t[illegible] at the 60 ft. or deeper level. Progress on this contract is satisfactory.

[illegible]. [illegible]. Shirley, Mining Engineer
[illegible]. [illegible]. Bureau of [illegible]

[illegible]. [illegible]. [illegible], Geologist
[illegible]. [illegible]. Geological Survey

September 10, 1943

n MF-104 (Rev.)
(April 1952)

Budget Bureau No. 42-R1036.3.
Approval expires 6-30-53.

Mr Robertson

DEPARTMENT OF THE INTERIOR
RECEIVED
SEP 21 1953
Defense Minerals Administration

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of August 31, 1953 Docket No. DMEA 2859 Contract No. IDM B - 525
Operator's Name Bennett & Johnson Minerals Mica
Address Burnsville, N. C.
Contract Amount, $ 7000.00 Government Participation: 90 % Amount, $ 6300.00

ITEMS OF COSTS	FOR OPERATOR'S USE: Monthly Total	Totals Previously Reported	Totals To Date	FOR GOVERNMENT USE ONLY: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling		100.00	100.00			
Bulldozing						
Crosscutting						
Drifting Shaft	1250.00	2600.00	3850.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental				3950		
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	1250.00	2700.00	3950.00	1,250.00	2,700.00	3,950.00

PAID ON VOUCHER & SCHEDULE OF PAYMENTS K-15

I certify that the above bill is correct and just and that payment therefor has not been received.
Date 8-31-53 *Payee Bennett & Johnson
Per Mark W Bennett Title Partner

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

NOTE.—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.

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 1,125.00

Signature Cora A. Piper
(Authorized Certifying Officer)
SEP 17 1953
Date Vou. No. 80
(See other side)

3

125.00

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. Tln-E525 in accordance with the terms of the contract.

Signature Lawrence E. Shirley Title Mining Engr. U.S.B.M. Date Sept. 9, 1953

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Laurence Title EXECUTIVE OFFICER DMEA REGION VII Date SEP 11 1953

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(*a*) *Form MF–104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(*b*) *Form MF–104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(*c*) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF–104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF–104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF–200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF–200; and delete word "Independent" if the contract reported is on Form MF–200 (A). Also, report work paid for on a unit basis under contract Form MF–200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF–104 when submitted for reimbursable expenses incurred under contract Form MF–200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF–200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF–104 is required to be documented. The four copies of Form MF–104 are not to be thus supported.

Form MF–104 submitted for reimbursement under fixed price contracts on Form MF–200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF–104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

GPO 83-38476

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151
Approval expires 6-30-53.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 21 1953

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of August 3 Docket No. DMEA 2859 Contract No. ILM E-525
Operator's Name Bennett & Johnson Minerals Mica
Address Burnsville, N. C.

OPERATION	Unit	Costs This Month	Units This Month	Costs to Date	Units to Date	Unit Costs to Date	Authorized by Contract: Units	Authorized by Contract: Unit Costs
Drifting								
Crosscutting								
Raising	Ft	1250.00	25	3650.00	77½	50.00		
Shafts								
Winzes								
Drilling: Core								
Churn								
~~xxxxxx~~ Auger Bulldozing				100.00	555	.18		
Stripping								
Trenching								
Test Pits								
Roads and Trails								
Total Distributed Costs		1250.00		3950.00				Total Costs Authorized by Contract
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
Total Costs		1250.00		3950.00				

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

Date 8-21-53 Operator Bennett & Johnson

Per Mark W. Bennett Title Partner

NOTE.—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.

Remarks:

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

Preparation of Form MF-104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF-104A has been designed to tie in with Form MF-104 for both monthly and cumulative costs. The "Total Costs" on Form MF-104A for each month should equal the monthly "Total Costs" as reported on Form MF-104. This is also true of the "Total Costs To Date".

In preparing Form MF-104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 83-38475

NARRATIVE REPORT OF WORK PERFORMED
AT THE HAMPTON MINE DURING MONTH OF
August, 1953

Docket # DMEA 2859 Contract IDM E-525

Work for this month consisted in sinking the shaft for a distance of seventy-seven feet for the entire work period. The condition of the walls was such that the shaft had to be timbered solidly and a tremendous amount of water is coming in. The walls are hardening up on the north side, but they have not reached the point that timber will be required. An electric pump is installed to pump the water, but each muck pump will have about one-third muck and two-thirds water when withdrawn. This is due to the fact that we have not made a water hole and the pump has not been installed in the shaft. When the pump is to be used, it is lowered with the boom down in the shaft and withdrawn when the water is pumped out.

COPY

New Mobeetie

[illegible] 25 (cont)

[illegible] 0.1 mile west of [illegible] 0.75 [illegible] miles [illegible] 58° [illegible] of [illegible]

[illegible]

[illegible]

[illegible] Hirley, [illegible] Engineer
[illegible] Engineer

[illegible] ust 27, 1953

[illegible] OF THE INTERIOR
[illegible]
RECEIVED
[illegible] 1953

[illegible]

MRA-2859 Idm-526 (mica) [illegible]

OPERATOR: Bennett & Johnson Company, Burnsville, North Carolina.

LOCATION: Near the west base of Big Ten Bluff, 0.1 mile east of Big Ten Creek and 4.75 airline miles N 36° [illegible] of Burnsville, Yancey County, North Carolina.

Shaft sinking continues on this contract and is now at 63.4 feet. It has been necessary to crib the shaft for this entire footage. Material encountered consists of highly weathered mica schist and granitic rock in the bottom. Material is definitely becoming harder with depth and it is anticipated that additional sinking to 80 feet will put the shaft in solid rock. Progress on this contract is satisfactory.

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

E. E. Legue, Geologist
U. S. Geological Survey

August 13, 1953

Form MF-104 (Rev.)
(April 1952)

Budget Bureau No. 42-R1036.3.
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

ATTACHED ON VOUCHER & SCHEDULE OF PAYMENTS K-

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of July 1953 Docket No. DMEA 2859 Contract No. IDM-E 525

Operator's Name Bennett & Johnson Minerals Mica

Address Burnsville, N. C.

Contract Amount, $ 7000.00 Government Participation: 90 % Amount, $ 6300.00

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing		100.00	100.00		100.00	100.00
Crosscutting						
Drifting						
Shaft	1750.00	850.00	2600.00	1750.00	850.00	2600.00
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	1750.00	950.00	2700.00	1750.00	950.00	2700.00

I certify that the above bill is correct and just and that payment therefor has not been received.

Date 7/31/53 *Payee Bennett & Johnson

Per Marlin Bennett Title Partner

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

NOTE.—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.

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 1575.00

Signature Cora A. Pipes
(Authorized Certifying Officer)

Date AUG 13 1953 Vou. No. 46

(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. Idm-E525 in accordance with the terms of the contract.

Signature Lawrence E. Shirley Title Mining Engr. U.S.G.M. Date Aug. 10, 1953

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Laurence Title EXECUTIVE OFFICER DMEA REGION VII Date AUG 12 1953

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

GPO 83-38476

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151
Approval expires 6-30-53.

RECEIVED
1953

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of July 195 3 Docket No. DMEA 2859 Contract No. IDM-E 525
Operator's Name Bennett & Johnson Minerals Mica
Address Burnsville, N. C.

OPERATION	Unit	Costs This Month	Units This Month	Costs to Date	Units to Date	Unit Costs to Date	Authorized by Contract: Units	Authorized by Contract: Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts	Ft	1750.00	35	2600.00	52	50.00		
Winzes								
Drilling: Core								
Churn								
Auger								
Surface Bulldozing	cu yds			100.00	555	.18		
Trenching								
Test Pits								
Roads and Trails								
Total Distributed Costs		1750.00	35	2700.00				Total Costs Authorized by Contract
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
Total Costs		1750.00	35	2700.00				

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

Date 7/31/53 Operator Bennett & Johnson

Per Mark W. Bennett Title Partner

Remarks:

NOTE.—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.

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

Preparation of Form MF-104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF-104A has been designed to tie in with Form MF-104 for both monthly and cumulative costs. The "Total Costs" on Form MF-104A for each month should equal the monthly "Total Costs" as reported on Form MF-104. This is also true of the "Total Costs To Date".

In preparing Form MF-104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 83-38475

NARRATIVE REPORT FOR WORK PERFORMED AT THE HAMPTON MINE DURING MONTH OF JULY, 1953

Docket # 2859 Contract # IDM E-525

During the month of July we were able to sink the shaft for a distance of thirty-five feet. This had to be completely timbered, and as soon as they could excavate enough space for an eight inch board, it had to be placed in the wall before cave-ins occured. This work has been considerably handicapped by a large amount of water coming in, and it was necessary to construct a power line for an electric pump that is now installed. Even during the mucking period the bucket would be about one-third muck and two-thirds water. The walls are hardening and an air compressor has been moved in to loosen the shale.

COPY

[illegible] of the [illegible]
[illegible]
[illegible]
[illegible] 1953

[illegible]-2359 [illegible]-1525 (mica) [illegible]

COMPANY: Bennett & Johnson Company, Burnsville, North Carolina

LOCATION: Near the west base of Pigeon Bluff, 0.1 mile east of Pigeon Creek and 6.75 airline miles N 22° W of Burnsville, Yancey County, North Carolina.

Shaft sinking continues on this contract and is now at [illegible] and cribbed to the bottom. Separated [illegible] and ladders extend to about 38 feet from the collar. At the time of this visit, there was about 2 feet of water in the bottom and could not be examined. Material examined on the dump indicates that mica schist is persistent, but is becoming harder with depth. Some kaolinized feldspar was intermixed with this schist. Progress on this contract is satisfactory.

L. [illegible] Shirley, Mining Engineer
U. S. Bureau of Mines

[illegible] Temple, Geologist
U. S. Geological Survey

July 30, 1953

DEPARTMENT OF THE INTERIOR
Bureau of Mines
RECEIVED
[illegible]

[illegible]

[illegible]

[illegible] Chemical Mining Company, [illegible], North Carolina

Location: [illegible] near the water [illegible], [illegible] and [illegible] big Sen Creek and [illegible] airline miles [illegible] of Burnsville, Yancey County, North Carolina.

Shaft sinking continues on this project and has now at [illegible] feet, having been cribbed solid to the bottom. The mine is making water and the shaft was filled at the time of this visit. An electric pump is at the mine that has a capacity of 180 g.p.m. and a [illegible] of 270 feet; this should be satisfactory for handling the water. Material encountered is a highly weathered mica schist that is becoming softer with depth. It was suggested that the mine be worked 24 hours per day until better ground is encountered.

L. [illegible] Dairley, Mining Engineer
U. S. Bureau of Mines

[illegible] Jenkins, Geologist
U. S. Geological Survey

July 10, 1953

INITIAL REPORT

[illegible]A-2859 Idm-2525 (mica) [illegible] mine

Operator: Bennett & Johnson Company, Burnsville, North Carolina

Location: Near the west base of Big Ten Bluff, 0.1 mile east of Big Ten Creek and 2.75 airline miles [illegible] 68° [illegible] of Burnsville, Yancey County, North Carolina.

Shaft sinking is in progress on this contract and is now at 12.0 feet. The shaft is 4' x 6' in cross-section, two compartment with separate manway and has been cribbed solid to present depth with 3" x 8" sawed timber. A railing has been extended to the required height from the collar and is completely enclosed on all sides. Temporary ladders are in use at present in the manway; permanent ladders and platforms will be installed when more depth is attained. Material encountered is a highly weathered mica schist and has been dug with hand tools. The mine is beginning to make a little water by seepage, which has been handled by bailing. It was suggested that a pump be made available in case of an emergency.

A double-drum gasoline hoist with straight-leg and boom pole is being used for hoisting. A new 105 c.f.m. air compressor is being obtained for this project. Progress on this project is satisfactory.

L. E. Shirley, Mining Engineer
Mining Division, Region VII

R. E. Teague, Geologist
U. S. Geological Survey

June 29, 1953

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
SOUTHEASTERN REGION
REGION VII
HAMILTON BANK BUILDING

OFFICE OF
REGIONAL DIRECTOR

POST OFFICE BOX 1909
KNOXVILLE, TENNESSEE

July 15, 1953

Memorandum

To: J. L. Chambers, Defense Minerals Exploration Administration, Interior Building, Washington, D. C.

From: Administrative Officer, Region VII, Knoxville, Tennessee

Subject: Monthly reports and vouchers

We are enclosing two copies each of the following monthly reports and vouchers:

Idaho-F-525
Donnett & Johnson
DMEA Docket No. 2859
1st payment - month of June
Amount: $855.00
Starting Date: 6/2/53

Idaho-F-518
D & R Mica Company
DMEA Docket No. 2785
1st payment - month of June
Amount $2194.20
Starting Date: 6/2/53

Idaho-F-515
Howell & Anderson Mining Company
DMEA Docket No. 2914
2nd payment - month of June
Amount $225.00

Idaho-F-303
H R H Inc.
DMEA Docket No. 2832
3rd payment - month of June
Amount $202.50

Idaho-F- 511
Hawkins Mining Company
DMEA Docket No. 2824
2nd payment - month of June
Amount $2012.50

Idm-E-454 Schroeder Company
IMEA Docket No. 2634
7th payment - month of June
Amount $2598.75

Helen R. Miller

[illegible]
Enclosures
[illegible] Peck
[illegible] Lawrence
[illegible] Ice
[illegible] Miller

Form MF-104 (Rev.)
(April 1952)

Budget Bureau No. 42-R1036.3.
Approval expires 6-30-53.

PAID ON VOUCHER AND SCHEDULE
PAYMENTS NOR K-3

12

JUL 17 1953

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of June 30, 1953 Docket No. DMEA 2859 Contract No. IDM-E-525

Operator's Name Bennett & JOHNSON Minerals Mica

Address Burnsville, N.C.

Contract Amount, $ 7000.00 Government Participation: 90 % Amount, $ 6300.00

ITEMS OF COSTS	FOR OPERATOR'S USE: Monthly Total	Totals Previously Reported	Totals To Date	FOR GOVERNMENT USE ONLY: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling	100.00		100.00			
Bulldozing						
Crosscutting						
Drifting	850.00		850.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	950.00		950.00	950.00		950.00

I certify that the above bill is correct and just and that payment therefor has not been received.

Date 6-30-53 *Payee Bennett & Johnson

Per Mark W Bennett Title Partner

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

NOTE.—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.

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 855.00

Signature Cora A. Piper
(Authorized Certifying Officer)

Date JUL 15 1953 Vou. No. 12

(See other side)

1st 8-6/2/53

95.00

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. Idm-E525 in accordance with the terms of the contract.

Signature Lawrence E. Shirley Title Mining Engr. U.S.B.M. Date July 6, 1953

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lawrence Title EXECUTIVE OFFICER DMEA REGION VII Date JUL 8 1953

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

GPO 83-38476

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151
Approval expires 6-30-53.

RECEIVED
JUL 11 1953

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of June 30 195 3 . Docket No. DMEA 2859 Contract No. IDM-1-625
Operator's Name Bennett & Johnson Minerals Mica
Address Burnsville, N.C.

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT Units	AUTHORIZED BY CONTRACT Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts	ft	850.00	17	850.00	~~40.00~~ 17	50.00	80	50.00 LES
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping Building	Cu. yds	100.00	555	100.00	555	.18	555	.18 LES
Trenching								
Test Pits								
Roads and Trails								
TOTAL DISTRIBUTED COSTS		950.00		950.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		950.00		950.00				

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

Date June 30, 1953 Operator Bennett & Johnson

Per Mark W Bennett Title Partners

REMARKS:

→ NOTE.—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.

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

Preparation of Form MF–104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF–104A has been designed to tie in with Form MF–104 for both monthly and cumulative costs. The "Total Costs" on Form MF–104A for each month should equal the monthly "Total Costs" as reported on Form MF–104. This is also true of the "Total Costs To Date".

In preparing Form MF–104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 83-38475

WORK PERFORMED AT THE HAMPTON MINE DURING THE MONTH OF JUNE 1953

BY BENNETT & JOHNSON

Docket No. DMEA 2859 Contract No. IDM-E-525

Work began of this project of June 2, 1953 when equipment was moved in and making preparation for the work. The overburden was bulldozed off by Gordon Silver. It took 12 ½ hours to remove the overburden and prepare the site for the shaft. Progress for the month was in sinking the shaft to depth of 17 feet through rock and dirt that was fairly soft. Drilling was not required and the whole shaft was dug by hand. The size being 5 x 8 and timbered all the way.

COPY

INTERIM REPORT

MRA-2859 Idm-E525 (mica) HAMPTON MINE

OPERATOR: BARRETT AND JOHNSON COMPANY, Burnsville, North Carolina.

LOCATION: Near the west base of Pig Pen Bluff, 0.1 mile east of Pig Pen Creek and 4.75 airline miles N 36° E of Burnsville, Yancey County, North Carolina.

This project began on May 28, 1953 and preparation of a shaft site by surface bulldozing has been completed. This excavation required about 18 hours of machine work and exposed about 12" of pegmatite material containing kaolinized feldspar and a few small pieces of muscovite mica. The extent of the body could not be determined. Location of the shaft was made and the operators indicated that shaft sinking will commence as soon as necessary equipment can be obtained.

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

R. E. Teague, Geologist
U. S. Geological Survey

June 1, 1953

MAY 1 9 1953

600

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

Subject: Docket No. [illegible]-2859 - Mica
Bennett and Johnson Company
Hampton Mine
Yancey County, North Carolina

Dear Mr. Laurence:

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

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

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

Sincerely yours,

W. S. Martin

ACTING Chairman, Operating Committee

Approved:

J. H. Hedges

Member, Bureau of Mines

A. R. Kinkel, Jr.

Member, Geological Survey

JRobertsonifle 5/15/53

Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-732 GSA Bldg.
Mr. Houk

Enclosures 6

600

MAR 23 1953

Mr. Mark W. Bennett
Bennett and Johnson Company
Burnsville, North Carolina

Re: Docket No. DMSA-2359 - Mica
Hampton Mine
Yancey County, North Carolina

Dear Mr. Bennett:

The legal description of the land as set forth in the lease of the Hampton Mine is not acceptable. You should furnish a lease which contains an adequate description of the land on which the exploration project is to be conducted, together with a map thereof. Land areas described in the form of a circle are not desirable and will not be accepted by this Administration. Generally they are inconclusive descriptions, as for example in your case, the area of a tract of 1,500 foot radius is 162.2 acres, whereas the owner only claims to possess 70 acres.

Please obtain the Owner's Consent to Lien. In the meantime, processing of the application will be held in abeyance until the above requested information is received.

Sincerely yours,

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

JTRobertson:gad 3/23/53

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

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

DMEA-2859, HAMPTON (Hensley) MINE (Mica)
Yancey County, N. C.

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

-

-

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

-

-

February 17, 1953

Reviewed by
DMEA OPERATING COMMITTEE

3-2-53
(date)

Field Examination Report
on
HAMPTON (Hensley) MINE (mica)

DMEA - 2859

Applicants: Bennett and Johnson Company
c/o Mark Bennett, Burnsville, N. C.

Little information can now be obtained at this deposit. All openings are caved and only small showings of pegmatite are present. Past published and manuscript reports on the mine indicate that it was at one time a large producer of good quality mica; therefore, mainly on the basis of past history of the mine, the field examiners are of the opinion that the deposit warrants exploration.

This deposit was examined on February 11, 1953. Mr. Yates Bennett accompanied the examiners, and two hours were spent on the examination.

The Hampton Mica Mine is near the west base of Pigpin Bluff, 0.1 mile east of Pigpin Creek, and 4.75 airline miles N. 36° E. of Burnsville, Yancey County, North Carolina. Access to the mine is good, except for the last 0.4 mile which is accessible by jeep.

The applicants are competent to conduct the proposed exploration. Past experience with two of the applicants has been very satisfactory.

This property is held under lease and the lease appears to be in good standing. Adequate area is covered by the lease to provide sufficient working space. The property owners have refused to sign an "Owner's Consent to Lien"; however, the applicants have a five year lease and a five year option. They are willing to provide a quamantee if the Government will accept this in place of the "Owner's Consent to Lien."

The Hampton Mine is said to have been opened by the aborigines, and was first worked by white people about 1890. Large scale mining was done after 1900 by the Hampton Mining Company. The workings include 40-, 45-, and 80-foot shafts, an open cut, several small pits, and two tunnels.

According to Sterrett, a zone of lenticular pegmatite masses, each 2 1/2 to 4 feet in maximum thickness, was mined. The lenses are conformably enclosed by mica gneiss in which a nearly vertical foliation strikes north. The deepest shaft and the two tunnels are in a single concordant pegmatite body that is 4 to 8 feet thick. Most of the mica in the

deposit is ruled and stained, but large quantities of clear brown (ruby) sheets were obtained during the early operations.

All openings are now caved. The attached sketch shows the general relationship of the various workings. Also there is shown on the sketch the position of the proposed shaft and the proposed drift.

The applicant proposes to strip an area through the old openings, then sink a 50-foot shaft and drive 50 feet of drifts. The field examiners are of the opinion that any stripping operation at this place will do more damage than good. The overburden is very soft and of considerable thickness, thus any work which disturbs this material invites creep and slides. We, therefore, recommend that no stripping be done.

The examiners are of the opinion that the most feasible approach to exploration at this place is to sink a shaft deep enough to be below the deepest previous workings, and then drift northeastward under the caved cut. This will involve a shaft about 80 feet deep and a drift about 80 feet long.

Estimated Cost of the proposed exploration are as follows:

20 hours of bulldozing to prepare shaft site @ $10/hr.	$ 200.00
80-foot 5' x 7' shaft @ $50/ft.	4,000.00
80-foot drifting @ $35/ft.	2,800.00
Estimated Total Cost.....	$7,000.00

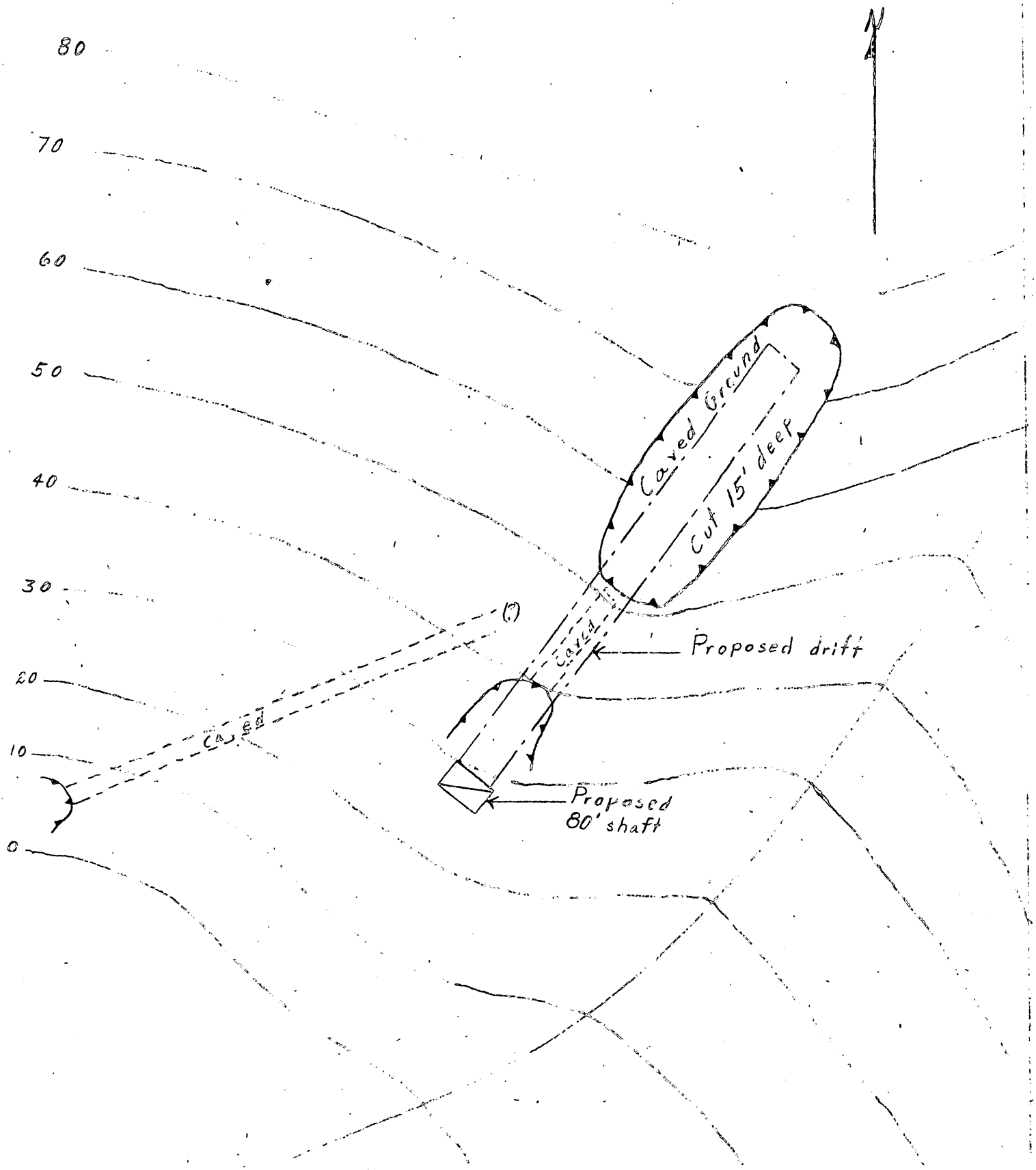
Estimated time 80 shifts.

February 17, 1953

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

L. E. Shirley, Mining Engineer
U.S.B.M.

zm



Sketch of
HAMPTON MINE
Yancey Co., N.C.

0 20' 40'
Scale

DMEA-2859 (mica)

G-MD-CNM
IN REPLY REFER TO:

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

March 9, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 11 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2859 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: Bennett and Johnson Company, c/o Mark Bennett, Burnsville, North Carolina.
Name of property: Hampton (Hensley) mine.
Location of property:
Near the west base of Pigpin Bluff, 0.1 mile east of Pigpin Creek and 4.75 airline miles N. 36° E. of Burnsville, Yancey County, North Carolina.
Date of field team report: February 17, 1953.
Authorship of field team report: K. H. Teague and L. E. Shirley.
Field team's recommendation:

1) Mainly on the basis of past history of the mine, the field examiners think that the deposit warrants exploration.
2) Sink a shaft 80 feet, and drift northeastward under the caved cut.
3) Estimated cost: $7,000.

Comments: A project of this size will doubtless be required to get below the old workings. However, it is strictly a long chance, from any evidence available.

ACTION SUGGESTED:
Follow field team's recommendation.

D. M. Larrabee

cc: DMEA

G-MD-CNM
IN REPLY REFER TO:

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

March 9, 1953

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3) Estimated cost: $7,000.

Comments: A project of this size will doubtless be required to get below the old workings. However, it is strictly a long chance, from any evidence available.

ACTION SUGGESTED:
Follow field team's recommendation.

D. M. Larrabee

cc: DMEA

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

March 6, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2859, Hampton (Hensley) Mine, Yancey County
North Carolina

I concur in the field team's recommendation for an exploration program in the amount of $7,000.

Signed

W. F. Dietrich

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 6 1953

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

March 6, 1953

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Defense Minerals Exploration Administration

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Subject: DMEA-2859, Hampton (Hensley) Mine, Yancey County
North Carolina

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Signed

W. F. Dietrich

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 6 1953

IN REPLY REFER TO:

G-MD-CNM

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
1953

February 6, 1953

Memorandum

REVIEW OF APPLICATION DMEA-2859 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: J. J. Norton, U. S. Geological Survey
Applicant: Mark W. Bennett, Bennett and Johnson Co. (a partnership), Burnsville, North Carolina.
Name of property: Hampton Mine.
Location of property: 20 miles from Spruce Pine in Yancey County, North Carolina.
Estimated cost of project: $6,510.50.
Summary of applicant's proposal: Shaft.
Sources of information on applicant's property:

1) Jahns, R. H., Mica deposits of the Blue Ridge Province, North Carolina: U. S. Geological Survey professional paper, in preparation.
2) Olson, J. C., 1944, Economic geology of the Spruce Pine district, North Carolina: North Carolina Dept. of Conservation and Development Bull. 43, Pt. 1, (see plate 2, mine 45).
3) Sterrett, D. B., 1923, Mica deposits of the United States: U. S. Geol. Survey Bull. 740, pp. 276, 277.
4) Colonial Mica purchase records.

Comments:

1) The published record indicates that this property was a significant source of mica many years ago. In World War II, however, only $13.11 worth of mica was sold.
2) Sterrett says the deposit consists of a zone of pegmatite lenses in mica gneiss.
3) Possibly a suitable exploration program can be set up, but the tone of available reports is not favorable.

RECOMMENDATION:

Field examination.

J. J. Norton

Norton:jeh
G-2/6/53
cc: Director's reading 4212
Branch reading 4212
DMEA
Norton G-230

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 20 1953

February 20, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2859, Mica, Hampton Mine, Yancey County, North Carolina

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

Signed

W. F. Dietrich

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

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 2859
Metal or Mineral
Date Received 1-26-53
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: Bennett and Johnson Co.
Burnsville, North Carolina

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

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

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

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

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

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

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

(*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?

[x] Money [ ] Use of equipment owned by you [ ] Other

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated ....January 3...., 1953

Bennett and Johnson Co.
(Applicant)

By Mark W. Bennett

Partner

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

APPLICATION FOR LOAN ON HAMPTON MINE

1. (a) Bennett and Johnson Company
Burnsville, N. C.

(b) Partnership, Organized in Burnsville, Yancey County, N. C.

(c) Not applicable

(d) Mark Bennett, Burnsville, N. C.
Yates Bennett, Burnsville, N. C.
Everett Johnson, Toledo, N. C.

3. (a) Beginning at the mouth of what is known as the Hampton Mine and extending in all directions a distance of 1500 feet from said point of beginning, making a circular tract of land with a radius of 1500 feet centered at the mouth of said Hampton Mine and including the lead or vein of the said Hampton Mine where the same extends on the lands of the Owner beyond the above-described area. (It is understood and agreed that if the aforesaid 1500 radius should extend beyond the boundary line of the lands of the Owner, then and in that event this lease covers only the lands up to the Owner's boundary line.)

The above-described tract of land is a part of the 70-acre tract des ribed in a deed dated July 2, 1920 from H. M. Bailey and wife, Fannie Bailey, to Jackson Renfro and wife, Maggie Renfro, recorded in Yancey County Deed Book 65, page 77.

(b) Hampton Mine
(c) Lessee

(d) Copy of lease attached, recorded in Book 110, page 430, public records of Yancey County, North Carolina.

(e) Not applicable
(f) Not applicable

4. (a) Mine has been worked several years ago. Work was conducted from open pit. Also, there was an adit driven for a distance of 200 feet, and work was done prior to some work on the open pit. The last work in the pit was deep enough to intrasect the adit.

(b) The mine was a good producer of quality strategic mica many years ago. There are no available records of production or geological studios. Prior to this time the present owners would not lease the property.

(c) Mine is located on Pig Pen Creek and is in the heart of mica producing area in Yancey County. From casual observation one would expect to find mica, and the mine has a good history from reports of the older miners in the area. The applicant is convinced that by sinking a 50 foot shaft with a 50 foot drift a good deposit can be located.

(d) An access road for a distance of 1000 feet will have to be blocked out for State 11 working. The mine will be located about 20 miles from Spruce Pine.

(e) Manpower, materials, supplies, water and power will be available for all needs.

5. (a) Strategic mica

(b) It is proposed to work this mine in two stages due to the fact that the old workings are caved in and there is no recent information on the production of mine. Stage 1 will consist of bulldozing off the overburden to expose the pegmatite and locate a point where it would be advisable to sink a shaft. Stage 11 will be sinking a shaft and drifting.

(c) Work will start within 30 days after contract is signed and approved and will be completed in six months.

(d) The partnership as such had not had no mining experience, but each of the partners have had experience in mining. Mr. Yates Bennett will supervise the work but a qualified miner will be selected to devote full time to the job as foreman.

6. (a) No independent contract will be let on this work.

Stage 1

Bulldozer 200 hrs. @ $10	$2,000.00
Miner & hammer operator 10-8 hr. dys. @ 1.25	100.00
Air compressor 1 mo. @ $200/mo.	200.00
Hammer 1 mo. @ $25/mo.	25.00
Supplies (small tools, dynamite, gas, etc.)	75.00
Total cost Stage 1	$2,400.00

Stage 11

Labor & supervision	
Miner-foreman 40-8 hr. dys. @ 1.35/hr.	432.00
Horsman 40-8 hr. dys. @ 1.25/hr.	400.00

(Stage 11 continued)

Driller	40-8 hr. dys. @ 1.25/hr.	400.00
Muckers (2)	40-8 hr. dys. @ 1.00/hr.	640.00
Laborer	40-8 hr. dys. @ .90/hr.	288.00
Engineer	2 dys. @ $25/dy.	50.00
Insurance (Min. bill)		250.00
	Total labor and supervision	2,460.00

Operating supplies:

Drill steel	180.00
300'-1 1/2" blk. pipe @ 20¢/ft.	60.00
Air hose	50.00
Dynamite & exploders	250.00
Electric power	50.00
Gasoline & oil	120.00
Electrical wiring	75.00
Misc. small tools & equipment	150.00
Total	935.00

Equipment to be rented:

Air compressor	1 1/2 mos. @ $200/mo.	300.00
Hammer	1 1/2 mos. @ 25/mo.	37.50
Hoist	1 1/2 mos. @ 100/mo.	150.00
	Total	487.50

Equipment to be purchased:

Bucket	70.00
Mine car	125.00
Rail 100 feet @ 30¢/ft.	33.00
Total	228.00

(e) There are no existing buildings or structures to be repaired.

(f) Construct tool house 10 x 12 and magazines $200.00

(h) Contingencies

7. (a) The partnership is prepared to expend its portion of the money required for operation.

(b) The partnership portion of the expense will be advanced in money.