DOCKET 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. Lawrence

EXECUTIVE OFFICER
DMEA REGION VII

BENNETT AND JOHNSON
(Operator)

By Yates Bennett

BY E. Johnson

BY Mark W Bennett

18262-1

(*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 C. Mitteudorf
Administrator, Defense
Minerals Exploration
Administration

Defense Minerals Exploration Administration
Hoyt Talbert

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

MF-200 (A)
(February 1952)

DOCKET NO. DMEA 2859

COMMODITY Mica

Docket 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, 1953, 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, Mark W. Bennett, and Everett 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 that certain land situated in the State of North Carolina, County of Yancey, described as follows:[3] the mineral rights in set forth in Annex attached hereto and made a part hereof

the Operator represents and undertakes:[4]

(a) ~~That the owner, in possession and entitled to possession, and that the property is subject only to the following claims, liens, encumbrances and exceptions: the Owner's Consent to Lien and the lease referred~~

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

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

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

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 9, 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. 160 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 [illegible], County of [illegible], described as follows:1/

[illegible]

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/ [illegible]

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/$ [illegible], 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.

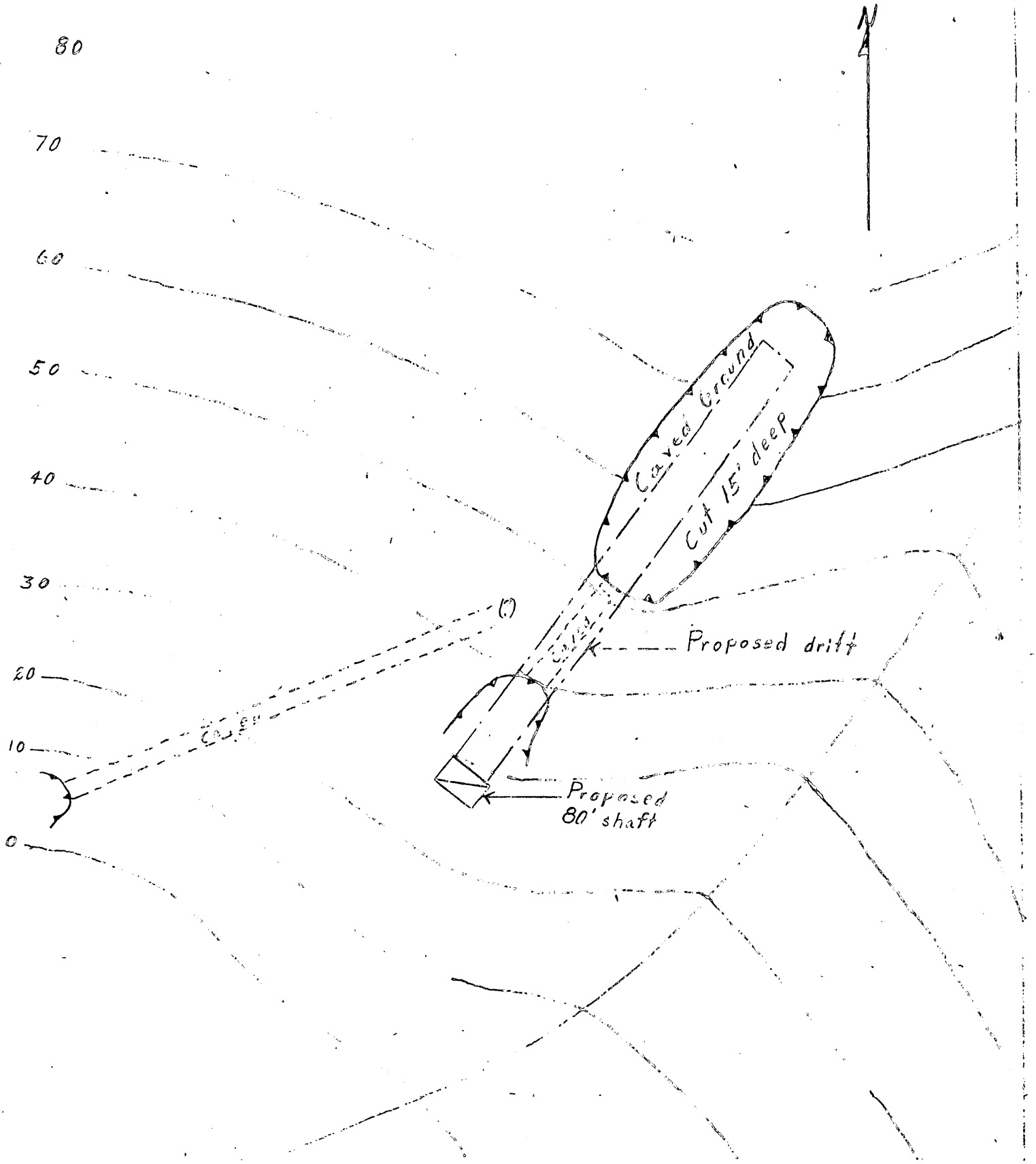
(For instance: the percentage royalty on a net amount of five dollars ($5.00) per ton, would be one and one-half (1½) per cent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) per cent.)

(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.

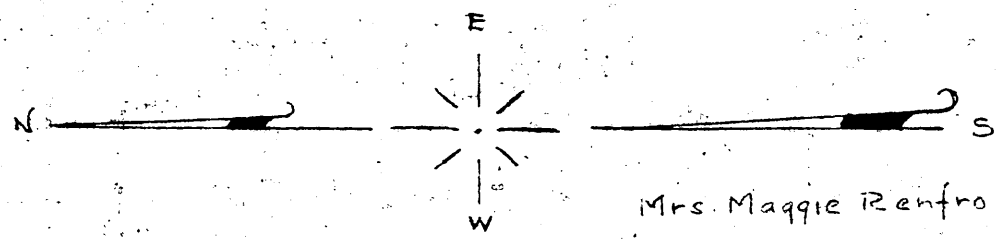
Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator 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.



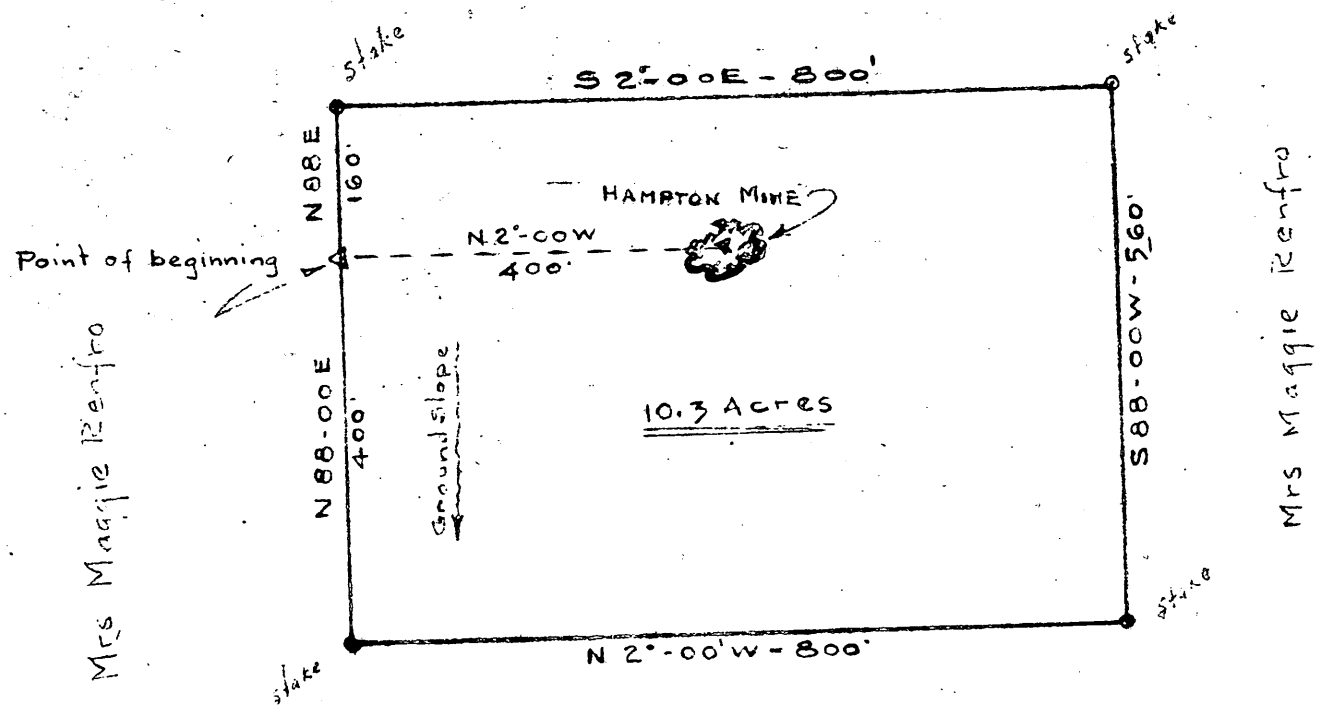
Sketch of
HAMPTON MINE
Yancey Co., N.C.

0 20' 40'
Scale

DMEA-2859 (mica)



Mrs. Maggie Renfro



Mrs Maggie Renfro

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

DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 2859

DO NOT DETACH THIS SLIP

Action on this document is recorded and controlled in Reports and Records Branch. Any movement of this document between divisions or offices of DMA or movement outside DMA must be reported to the Reports and Records Branch. Actions taken that affect status of the case must also be reported. One copy to USBM. AND USGS. Copy retained in
This document has been recorded as Reg.VII

EXPLORATION ASSISTANCE

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

Routing Slip

To:	Code 600, Room 4637	Date	1/27/53
To:	Robertson	Date	1/28/53
To:	Oper Com	Date	5- -53
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
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To:		Date	
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DO NOT DETACH

CONTROLLED DOCUMENT

File Copy
Surname:

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

FEB 24 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. IGm-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)

R.C.B. 2-24-54

File Copy
Surname:

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

February 18, 1954

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Docket No. DMEA-2859 - 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.

R.C.G.
2-24-54

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
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 600

February 18, 1954

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

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

Operator: Bennett and Johnson Company
Burnsville, North Carolina

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Government participation @ 90 percent	$6,300.00

(b) Amendments: None

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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

Mr. Robertson

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

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.

W. F. Dietrich

W. F. Dietrich

Mr. Robertson

IN REPLY REFER TO:

Defense Minerals Administration
RECEIVED G-MD-CNM
JAN 21 1954

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 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.
Date of field team report: January 5, 1954.
Authorship of field team report: K. H. Teague, D. H. Amos, L. E. 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
D. M. Larrabee
per DAB

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

January 8, 1954

Memorandum

To: Operating Committee, D M E A - Washington

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

Subject: Final Report, DMEA-2859, Idn-E 525 (mica) Hampton Mine, Bennett & Johnson Co., Cpr.

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.

Robert A. Laurence

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

Wm. A. Beck

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

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 attemmt 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

zm

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

October 30, 1953

Memorandum

To: Chairman, Operating Committee, D M E A - Washington

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

Subject: Termination by Agreement on-DMEA-2859, Idm-E 525, Bennett & Johnson Burnsville, Yancey County, N. C.

Transmitted are three copies of the above agreement. The usual distribution of the other copies has been made.

Robert A. Laurence

Robert A. Laurence

cae
11-2-53

IN REPLY REFER TO:

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 30 1953

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

D. A. Brobst

FILE COPY
SURNAME:

Robertson
Hoch
Larrabee
Selfridge
Johnson

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

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-2859 - 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 (JVB)

Approved:

J. H. Hedges (JVB)

Member, Bureau of Mines

D. M. Larrabee (JVB)

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

R.C.G. 10-21-53

FILE COPY
SURNAME:

Hayh
Selfridge,
Fr Bennett
Whitenton

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

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-2899 - Mica
Bennett and Johnson Company
Hampton Mine
Yancey County, North Carolina
Contract No. Idm-K25

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 (2/6)

Approved:

J. H. Hedges (2/6)
Member, Bureau of Mines

T. P. Thayer (2/6)
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

R.C.G. 10-13-53

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

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.

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

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

INTERIM REPORT

DMEA-2859 Idm-E525 (mica) HAMPTON MINE

OPERATOR: 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 N 36° E 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. E. Shirley

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

K. H. Teague

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

October 5, 1953

mDS

INTERIM REPORT

DMEA-2859 Idm-E525 (mica) HAMPTON MINE

OPERATOR: 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 N 36° E 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 cross-cut 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 DMEA, Region VII, accompanied the field examiners on this visit to the mine.

L. E. Shirley

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

K. H. Teague

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

September 25, 1953

AB

INTERIM REPORT

DMEA-2859 Idm-E525 (mica) HAMPTON MINE

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

LOCATION: 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.

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 150 ft. head. The bottom of the shaft shows, from southeast to northwest, 12-18" of pegmatite, 3-4 feet of muscovite schist and remainder biotite gneiss, containing garnet. Only 2.5 feet of shafting remains to be sunk on the contract. The drift turnoff will be to the northeast at the 80 ft. or deeper level. Progress on this contract is satisfactory.

L. E. Shirley

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

K. H. Teague WAB

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

September 10, 1953

MDt

INTERIM REPORT

DMEA-2859 Idm-E525 (mica) HAMPTON MINE

OPERATOR: Bennett 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.

Shaft sinking continues on this contract and is now at 73.5 feet. No vein material has been encountered and sinking is in a tough mica schist. The operator indicated that additional sinking below the allowable contract footage might be attempted in order to place the bottom in better ground. Completion of the shaft and the beginning of a crosscut is anticipated within the coming week.

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

August 27, 1953

INTERIM REPORT

DMEA-2859 Idm-E525 (mica) HAMPTON MINE

OPERATOR: 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 N 36° E 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. E. Shirley

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

K. H. Teague

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

August 13, 1953

INTERIM REPORT

DMEA-2859 Idm-E525 (mica) HAMPTON MINE

OPERATOR: 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 N 36° E of Burnsville, Yancey County, North Carolina.

Shaft sinking continues on this contract and is now at 49' and cribbed to the bottom. Separated manway and ladders extend to about 33 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 indicated that mica schist is persistent, but is becoming harder with depth. Some kaolinezed feldspar was intermixed with this schist. Progress on this contract is satisfactory.

L. E. Shirley

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

K. H. Teague

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

July 30, 1953

INTERIM REPORT

LMEA-2859 Idm-E525 (mica) HAMPTON MINE

OPERATOR: Bennett 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.

Shaft sinking continues on this project and is now at 29.5 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 site that has a capacity of 120 g.pm and a maximum head of 150 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. E. Shirley

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

K. H. Teague

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

July 16, 1953

INTERIM REPORT

DMEA-2859 Idm-E525 (mica) HAMPTON MINE

OPERATOR: 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 N 36° E of Burnsville, Yancey County, North Carolina.

Shaft sinking is in progress on this contract and is now at 12.5 feet. The shaft is 5' x 8' in cross-section, two compartment with separate manway and has been cribbed solid to present depth with 3" x 6" 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

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

K. H. Teague

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

June 29, 1953

INTERIM REPORT

DMEA-2859 Idm-E525 (mica) HAMPTON MINE

OPERATOR: BENNETT 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

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

K. H. Teague

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

June 1, 1953

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D. C.~~
Room 13, Post Office Building
Knoxville 2, Tennessee

May 27, 1953

Memorandum

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

From: Executive Officer, DMEA, Region VII

Subject: Signed Contract - DMEA-2859, Idm-E 525 (mica)
Yates Bennett, Mark W. Bennett, and Everett Johnson, partners, d/b/a Bennett and Johnson Company, Burnsville, North Carolina

Transmitted herewith are three signed copies of the above subject contract, namely - the Government's Copy, Docket Copy and Division Copy.

One copy was retained by the Operator, and one by the Field Team, and one sent to the Regional Finance Officer.

Robert A. Laurence

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

Enclosures 3

cse
5/29

FILE COPY
SURNAME:

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

MAY 1 9 1953

Robertson
Houk
Talbott
Martin
Fishman

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

Subject: Docket No. DMMA-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, the copies are to be distributed in the usual manner.

Sincerely yours,

W. S. Martin

ACTING Chairman, Operating Committee (WB)

Approved:

JTRobertson:fls 5/15/53 (MD) 5-19-53

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

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

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

Enclosures 6

BENNETT & JOHNSON CO.
BURNSVILLE, N. C.

April 29, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 1 1953

Mr. Lawrence G. Houk, Chief
Nonmetallic Minerals Division
Washington 25, D. C.

Re: Docket No. DMEA-2859 - Mica
Hampton Mine
Yancey County, N. C.

Dear Mr. Houk:

With reference to your letter of March 23, we enclose the following original of the mining lease from Mrs. Maggie Renfro, owner, and Yates Bennett, Mark W. Bennett, and Everett Johnson lessees, which is properly executed and recorded with the register of deeds of Yancey County in book 111 page 79. Also plat of the track of land containing the leased property.

Enclosed you will find seven copies of form MF 203, owners consent to lien, duly executed by the owner. As you will notice these forms have been left blank for any information that you desire to use in connection with this loan.

I would appreciate your filling same out for us.

I hope that this is the information that is needed to complete this application, but after checking you should find that any additional information is needed please do not hesitate to advise us.

Thanking you very much for your cooperation, I remain

Yours very truly,

BENNETT & JOHNSON CO.
Mark W Bennett
Mark W. Bennett, Partner

MWB:nb
Enclosures

BENNETT & JOHNSON CO.
BURNSVILLE, N. C.

April 29, 1953

Mr. Lawrence G. Houk, Chief
Nonmetallic Minerals Division
Washington 25, D. C.

Re: Docket No. DMEA-2859 - Mica
Hampton Mine
Yancey County, N. C.

Dear Mr. Houk:

With reference to your letter of March 23, we enclose the following original of the mining lease from Mrs. Maggie Renfro, owner, and Yates Bennett, Mark W. Bennett, and Everett Johnson lessees, which is properly executed and recorded with the register of deeds of Yancey County in book 111 page 79. Also plat of the track of land containing the leased property.

Enclosed you will find seven copies of form MF 203, owners consent to lien, duly executed by the owner. As you will notice these forms have been left blank for any information that you desire to use in connection with this loan.

I would appreciate your filling same out for us.

I hope that this is the information that is needed to complete this application, but after checking you should find that any additional information is needed please do not hesitate to advise us.

Thanking you very much for your cooperation, I remain

Yours very truly,

BENNETT & JOHNSON CO.
Mark W Bennett
Mark W. Bennett, Partner

MWB:nb
Enclosures

FILE COPY
SURNAME:

Robertson
CM

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

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

MAR 23 1953

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

Dear Mr. Bennett:

J.C. 3/23/53

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 C. 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, G-232 GSA Bldg.
Mr. Houk

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

March 16, 1953

Memorandum

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

From: Chief Counsel

Subject: Bennett and Johnson Company, Docket No. DMEA-2859

No contract can be drawn in this case until there is furnished a lease which shall contain an adequate description of the land on which the exploration project is to be conducted, together with a map thereof.

From the description of the property contained in the present lease, it seems that the exploration project may be conducted partly on land which does not belong to the lessor.

As the owner apparently refuses to give an Owner's Consent to Lien, the financial stability of the operator should be inquired into if you intend to recommend a waiver of the Owner's Consent to Lien.

J. L. Hofflund
Chief Counsel

Attachments

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

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, o.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 quanantee 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

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.

W. F. Dietrich

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.

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

FILE COPY
SURNAME:

140

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

AEKane

March 16, 1953

Memorandum

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

From: Chief Counsel N.S. in R.R.

Subject: Bennett and Johnson Company, Docket No. DMEA-2859

No contract can be drawn in this case until there is furnished a lease which shall contain an adequate description of the land on which the exploration project is to be conducted, together with a map thereof.

From the description of the property contained in the present lease, it seems that the exploration project may be conducted partly on land which does not belong to the lessor.

As the owner apparently refuses to give an Owner's Consent to Lien, the financial stability of the operator should be inquired into if you intend to recommend a waiver of the Owner's Consent to Lien.

J. L. Hofflund

J. L. Hofflund
Chief Counsel

Attachments

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

G-MD-CNN
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

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 9 1953

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 2 1953

February 19, 1953

Memorandum

To: Operating Committee, D M E A - Washington

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

Subject: Field Examination Report on DMEA-2859, Hampton Mine (mica)

Transmitted herewith are four copies of the above subject report with 6 extra copies of the map. The Field Team is in agreement with the recommendations set forth in this report.

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

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

Reviewed by
DMEA OPERATING COMMITTEE
3-2-53
(date)

Mrs. R. Robertson

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.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

G-MD-CNM

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 9 1953

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

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

January 27, 1953

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

Subject: DMEA-2859
Re: Exploration Assistance
Hampton Mine

My dear Mr. Bennett:

The receipt of your application dated January 3, 1953 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-2859 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-2859 in any future correspondence relating to your application.

Sincerely yours,

R. E. ADAMS
Robert E. Adams
Chief, Operations Control
and Statistics Division

25451

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

January 27, 1953

Memorandum

To: Executive Officer, DMEA Field Team, Region VII

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number DMEA-2859

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

DMEA-2859 - Bennett and Johnson Company

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

33980

dmea 2859

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

January 22, 1953

Memorandum

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
JAN 23 1953

To: Operating Committee, D M E A - Washington

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

Subject: Application from- Bennett & Johnson Co., Burnsville, N.C. (mica)

Enclosed herewith are 3 copies of an application by Bennett & Johnson Company, received in this office. The fourth copy is being retained here.

Applicant wrote on January 3, that the subordination Agreement would be forwarded during the week of January 5, but we have not yet received it.

Robert A. Laurence
Robert A. Laurence

ZM

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 %)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
JAN 26 1953

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 described 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
Hoistman 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.

THE GREAT STATE OF NORTH CAROLINA

YANCEY COUNTY

THIS MINING LEASE made and entered into this 8th day of April 1953 by and between MRS. MAGGIE RENFRO (widow), party of the first part, hereinafter referred to as OWNER, and YATES BENNETT, MARK W. BENNETT and EVERETT JOHNSON, parties of the second part, hereinafter referred to as LESSEES,

W I T N E S S E T H:

That the OWNER, for and in consideration of the performance of the conditions and agreements and the payment of royalties as hereinafter set forth, has bargained and leased and by these presents does bargain, lease and grant unto the LESSEES, their heirs and assigns, for the period of time fixed in paragraph 1 below, a certain tract or parcel of land, for mining purposes, 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, described as follows:

> 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. 160 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.

TO HAVE AND TO HOLD said premises for mining purposes unto the LESSEES, their heirs and assigns, for the period of time fixed in paragraph 1 below, upon full compliance with each and all of the following stipulations and agreements.

1. PERIOD OF TIME. This lease shall begin as of the date hereof and shall be and remain in full force and effect for a period of five (5) years from this date, unless sooner terminated as hereinafter provided, but if the LESSEES have fully complied with all the terms and provisions of this lease and also if the lease has not been terminated at the end of the first five-year period, then and in such events the LESSEES may, at their option, renew and extend this lease for an additional five (5) year period of time upon the same terms and conditions as herein stated.

The LESSEES shall begin mining operations in a workman-like manner as hereinafter defined on or before 17 April 1953 and the failure to so begin work on or before said date shall automatically cause this lease to terminate and be of no further force and effect.

If the LESSEES should, for any cause whatever, fail for a period of thirty (30) days at any one time after 17 April 1953 to conduct mining operations upon said premises in a workman-like manner as hereinafter defined, weather permitting, using proper and sufficient machinery, tools, equipment and labor, then and in that event this lease shall automatically terminate and be of no further effect (EXCEPT the LESSEES shall and hereby expressly agree to pay all royalties or amounts due under this lease at the time of such termination).

If the LESSEES should fail to pay any royalty at the time payment is due and the OWNER makes specific demand upon the LESSEES for such payment of royalty and the LESSEES fail to make fully payment thereof within ten (10) days from the date of such demand, then and in that event the OWNER may declare this lease terminated and of no further force and effect (EXCEPT the LESSEES shall and hereby agree to pay all royalties or amounts due under this lease at the time of such termination).

Upon the termination of this lease for any one of the causes above stated, the OWNER shall have the right to immediately re-enter and take possession of the premises without further notice to the LESSEES.

2. MINING RIGHTS. The LESSEES shall have a right to enter upon said premises and search for, dig, quarry and obtain mica and any and all other minerals found while mining for mica and, in so doing, may use bulldozer and any other machinery, equipment, tools, appliances and labor as the LESSEES may elect, but shall do so in a workman-like manner.

The LESSEES shall have a right of ingress and egress so as to conduct mining operations on said premises and operate under this lease and shall have a right to use any existing roads and ways and shall have a right to construct and maintain other roads, power lines and ways on said lands for the purposes herein granted.

The LESSEES shall have a right to dump waste from said mine or mines onto said premises as may be reasonably necessary in mining operations.

3. WORKMAN-LIKE MANNER as used in this lease shall mean and is hereby accepted as meaning the use of sufficient machinery, equipment, tools, appliances and labor so as to conduct mining operations upon said premises to obtain and remove the mica and other minerals in accordance with the usual and customary manner of mining in this section of the country and so as to keep the mine or mines in a clean, safe and workable condition at all times.

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

(a) One-eighth (1/8th) of the sales price of all mica; and

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

Payment of the royalty shall be paid by the LESSEES to the OWNER on or before the 10th day of each calendar month for all mica or other minerals mined and removed from the premises during the preceding calendar month.

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

The LESSEES shall also, at any time, exhibit to the OWNER the daily record of mica hereinabove required to be kept by the LESSEES.

The OWNER shall have a right to inspect all books and records of the LESSEES as to all minerals mined from said premises.

6. PREPARING MICA. The LESSEES shall properly sheet and otherwise prepare all mica mined from said premises for market, using experienced and qualified workers so that such mica will bring the highest market price.

7. TIMBER. The LESSEES shall have a right to use timber from said premises as may be reasonably necessary for mining purposes under this lease, but no timber of the OWNER shall be used for any other purpose.

8. BUILDINGS. The LESSEES shall have a right to construct any building or buildings on said premises as they deem necessary, but upon the termination of this lease such building or buildings so constructed by the LESSEES shall be and become the property of the OWNER.

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

10. CANCELLATION. It is expressly understood and agreed that this lease supersedes and cancels the lease between the said OWNER and the said LESSEES dated 17 October 1952, and recorded in Yancey County Deed Book 110, page 303.

11. COVENANTS. The OWNER covenants to and with the LESSEES, their heirs and assigns, that she has a right to execute this lease upon the terms herein contained; that the premises are free and clear from all encumbrances, and that she will forever warrant and defend the title to the same against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said OWNER and the said LESSEES have hereunto signed their signatures and affixed their seals the day and year first above written.

Mrs Maggie Renfro (SEAL)
OWNER

Yates Bennett (SEAL)

Mark W Bennett (SEAL)

Curtis Johnson (SEAL)
LESSEES

NORTH CAROLINA, Yancey County

I, Clarence E. Bailey, Notary Public, do hereby certify that Mrs. Maggie Renfro, as OWNER, personally appeared before me this day and acknowledged the due execution of the foregoing MINING LEASE for all the purposes therein expressed.

WITNESS my signature and official seal this 24 day of April 1953.

Clarence E. Bailey
Notary Public

My commission expires: Jan. 8 1955.

NORTH CAROLINA, Yancey County

I, H M Angel, Notary Public, do hereby certify that Yates Bennett, Mark W. Bennett and Everett Johnson, as LESSEES, personally appeared before me this day and acknowledged the due execution of the foregoing MINING LEASE for all the purposes therein expressed.

WITNESS my signature and official seal this 27 day of April 1953.

H M Angel
Notary Public

My commission expires: 4-5- 1955.

NORTH CAROLINA, Yancey County:
The foregoing certificate (s) of _____,
a Notary Public of the County and State designated, duly authenticated by his official seal affixed, has (have) been duly examined and found to be in proper form according to law, and the execution of the said instrument is thereupon adjudged sufficiently proven. Let the instrument, with the certificates, be registered.

This _____ day of _____, 19_____.

_____
CLERK SUPERIOR COURT.

NORTH CAROLINA, Yancey County:
The foregoing certificate (s) of Clarence E. Bailey & H M Angel,
each a Notary Public of the County and State designated, duly authenticated by his official seal affixed, has (have) been duly examined and found to be in proper form according to law, and the execution of the said instrument is thereupon adjudged sufficiently proven. Let the instrument, with the certificates, be registered.

This 27 day of April, 1953.

J. Ev Bell
CLERK SUPERIOR COURT.

MINING LEASE

MRS. MAGGIE RENFRO (Widow),

OWNER

And

YATES BENNETT,
MARK W. BENNETT and
EVERETT JOHNSON,

LESSEES

North Carolina,
Yancey County.

Filed for Registration on the 27 *day of* April *1953 at* 9:45 *o'clock* A *M., and registered in the Office Register Deeds, and verified this* 27 *day of* April *1953 at* 3:00 *o'clock* P *M., in Book* 111 *of deeds on page* 79 *etc.*

Evelyn H. Pate
Register of Deeds.

This lease not used - replaced by new lease dated 8th April 1953

THE GREAT STATE OF NORTH CAROLINA

COUNTY OF YANCEY

THIS MINING LEASE made and entered into this 17th day of October 1952 by and between MRS. MAGGIE RENFRO (widow), party of the first part, hereinafter referred to as OWNER, and YATES BENNETT, MARK W. BENNETT and EVERETT JOHNSON, parties of the second part, hereinafter referred to as LESSEES,

WITNESSETH:

That the OWNER, for and in consideration of the performance of the conditions and agreements and the payment of royalties as hereinafter set forth, has bargained and leased and by these presents does bargain, lease and grant unto the LESSEES, their heirs and assigns, for the period of time fixed in paragraph 1 below, a certain tract or parcel of land, for mining purposes, located on the headwaters of Pig Pen Creek, Green Mountain Township, Yancey County, North Carolina, described as follows:

> 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 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.

TO HAVE AND TO HOLD said premises for mining purposes unto the LESSEES, their heirs and assigns, for the period of time fixed in paragrapn 1 below, upon full compliance with each and all of the following stipulations and agreements:

1. PERIOD OF TIME. This lease shall begin as of the date hereof and shall be and remain in full force and effect for a period of five (5) years from this date, unless sooner terminated as hereinafter provided, but if the LESSEES have fully complied with all the terms and provisions of this lease and also if the lease has not been terminated at the end of the first five-year period, then and in such events the LESSEES may, at their option, renew and extend this lease for an additional five (5) year period of time upon the same terms and conditions as herein stated.

The LESSEES shall begin mining operations in a workman-like manner as hereinafter defined on or before 17 February 1953 and the failure to so begin work on or before said date shall automatically cause this lease to terminate and be of no further force and effect.

If the LESSEES should, for any cause whatever, fail for a period of thirty (30) days at any one time after 17 February 1953 to conduct mining operations upon said premises in a workman-like manner as hereinafter

defined, weather permitting, using proper and sufficient machinery, tools, equipment and labor, then and in that event this lease shall automatically terminate and be of no further effect (EXCEPT the LESSEES shall and hereby expressly agree to pay all royalties or amounts due under this lease at the time of such termination).

If the LESSEES should fail to pay any royalty at the time payment is due and the OWNER makes specific demand upon the LESSEES for such payment of royalty and the LESSEES fail to make fully payment thereof within ten (10) days from the date of such demand, then and in that event the OWNER may declare this lease terminated and of no further force and effect (EXCEPT the LESSEES shall and hereby agree to pay all royalties or amounts due under this lease at the time of such termination).

Upon the termination of this lease for any one of the causes above stated, the OWNER shall have the right to immediately re-enter and take possession of the premises without further notice to the LESSEES.

2. MINING RIGHTS. The LESSEES shall have a right to enter upon said premises and search for, dig, quarry and obtain mica and any and all other minerals found while mining for mica and, in so doing, may use bulldozer and any other machinery, equipment, tools, appliances and labor as the LESSEES may elect, but shall do so in a workman-like manner.

The LESSEES shall have a right of ingress and egress so as to conduct mining operations on said premises and operate under this lease and shall have a right to use any existing roads and ways and shall have a right to construct and maintain other roads, power lines and ways on said lands for the purposes herein granted.

The LESSEES shall have a right to dump waste from said mine or mines onto said premises as may be reasonably necessary in mining operations.

3. WORKMAN-LIKE MANNER as used in this lease shall mean and is hereby accepted as meaning the use of sufficient machinery, equipment, tools, appliances and labor so as to conduct mining operations upon said premises to obtain and remove the mica and other minerals in accordance with the usual and customary manner of mining in this section of the country and so as to keep the mine or mines in a clean, safe and workable condition at all times.

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

(a) One-eighth (1/8th) of the sales price of all mica; and

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

Payment of royalty shall be paid by the LESSEES to the OWNER on or before the 10th day of each calendar month for all mica or other minerals mined and removed from the premises during the preceding calendar month.

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

The LESSEES shall also, at any time, exhibit to the OWNER the daily record of mica hereinabove required to be kept by the LESSEES.

The OWNER shall have a right to inspect all books and records of the LESSEES as to all minerals mined from said premises.

6. PREPARING MICA. The LESSEES shall properly sheet and otherwise prepare all mica mined from said premises for market, using experienced and qualified workers so that such mica will bring the highest market price.

7. TIMBER. The LESSEES shall have a right to use timber from said premises as may be reasonably necessary for mining purposes under this lease, but no timber of the OWNER shall be used for any other purpose.

8. BUILDINGS. The LESSEES shall have a right to construct any building or buildings on said premises as they deem necessary, but upon the termination of this lease such building or buildings so constructed by the LESSEES shall be and become the property of the OWNER.

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

10. COVENANTS. The OWNER covenants to and with the LESSEES, their heirs and assigns, that she has a right to execute this lease upon the terms herein contained; that the premises are free and clear from all encumbrances, and that she will forever warrant and defend the title to the same against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said OWNER and the said LESSEES have hereunto signed their signatures and affixed their seals the day and year first above written.

Maggie Renfro (SEAL)
OWNER

John Bennett (SEAL)

Mark W Bennett (SEAL)

Everett Howard (SEAL)

_____ (SEAL)
LESSEES

THE GREAT STATE OF NORTH CAROLINA

COUNTY OF YANCEY

I, Clarence E. Bailey, Notary Public, do hereby certify that Mrs. Maggie Renfro, as OWNER, and Yates Bennett, Mark W. Bennett and Everett Johnson, as LESSEES, personally appeared before me this day and acknowledged the due execution of the foregoing MINING LEASE for all the purposes therein expressed.

WITNESS my signature and official seal this 21 day of October 1952.

Clarence E. Bailey
Notary Public

My commission expires: June 8 1953.