9/28/54 [illegible]

DEFENSE MINERALS EXPLORATION ADMINISTRATION

CONTRACT AMENDMENT NO. 2

DMEA-2870, Idm-E 534

Contract Idm-E 534, Docket No. DMEA-2870, dated May 28, 1953, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and Blue Ridge Mica Company, Inc. of Greensboro, North Carolina is hereby further amended as follows:

1. Article 3 is amended to read....." and shall bring the project to completion within a period of sixteen (16) months from the date of this contract...." instead of fourteen (14) months as written in Amendment No. 1.

This amendment shall not be construed to increase the estimated total cost of the project, the aggregate total amount which the Government may be obligated to pay, or the percentage of the cost which the Government may be obligated to pay, under the provisions of Article 4 of the contract form.

Dated: July 15, 1954.

UNITED STATES OF AMERICA

By: Robert A. Lawrence

EXECUTIVE OFFICER
DMEA REGION VII

BLUE RIDGE MICA COMPANY, INC.

By: Peter Bennett, Mgr.

L. A. Coffey, Vice President

DEFENSE MINERALS EXPLORATION ADMINISTRATION

CONTRACT AMENDMENT NO. -

Rubin 2/9/54

Contract Docket No. DMEA-2870, Idm-E 534, dated 28 of May 1953, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and Blue Ridge Mica Company, Inc. of Greensboro, North Carolina is hereby amended as follows:

1. Article 3 is amended to Read.....";; and shall bring the project to completion within a period of fourteen (14) months from the date of this contract....." instead of eight (8) month as written in the original contract.

This amendment shall not be construed to increase the estimated total cost of the project, the aggregate total amount which the Government may be obligated to pay, or the percentage of the cost which the Government may be obligated to pay, under the provisions of Article 4 of the contract form.

Dated: January 11, 1954

BLUE RIDGE MICA COMPANY, INC.

By: L. A. Coffey
L. A. Coffey, Vice President

UNITED STATES OF AMERICA

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

xxx

MF-200 (A)
(February 1952)

DOCKET NO. DMEA-2070

COMMODITY Mica

Docket Copy 2/B

IDM-E 534

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

EXPLORATION PROJECT CONTRACT[1]

(Short Form)

IT IS AGREED this 28th 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] Blue Ridge Mica Company, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of North Carolina, with offices at 121 McIver Street, Greensboro, North Carolina,

hereinafter called the "Operator," as follows: and as set forth in Annex I.

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] set forth in Annex II,

the Operator represents and undertakes:[4]

~~(a) That the Operator is the owner in possession and entitled to possession, and that the property is subject only to the~~

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

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

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

in or upon the described land; and shall bring the project to completion within a period of 8 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 $6,750.00, which is 9 percent of $7,500.00, 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 underground engineering-geological maps or sketches showing the progress of the exploration, with assay-reports on samples taken concurrently with the advance in mineralized ground.

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

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

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

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

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

(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

BLUE RIDGE MICA COMPANY, INC.
(Operator)

By L. A. Coffey
Vice President

By C. Mitteendorf
Administrator, Defense Minerals Exploration Administration

Witnesses:
Burton Hart
Chamberlin

I, Kate A. Renn, certify that I am the secretary of the corporation named as Operator herein; that L. A. Coffey, who signed this contract on behalf of the Operator, was then Vice President 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.

Kate A. Renn [CORPORATE SEAL]

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

Docket

EXPLORATION PROJECT CONTRACT
BLUE RIDGE MICA COMPANY, INC.
DOCKET NO. DMEA-2870

ANNEX I

The following provisions are in lieu of all of paragraph (a) of Article 6 which precedes the colon:

If at any time the Government considers that a discovery or 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 final report and final account required by the exploration project contract, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development. The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land which is the subject of the exploration project contract, as follows: (1) Regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years (or other period fixed by the contract) from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of 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, as follows:

EXPLORATION PROJECT CONTRACT
BLUE RIDGE MICA COMPANY, INC.
DOCKET NO. DMEA-2870

ANNEX II

The land referred to in Article 2 of the contract form consists of five tracts of land described as follows:

FIRST TRACT: BEGINNING on a Chestnut on a ridge, corner of old Ray tract, and runs down the ridge S. 85 W. 13 poles to a small Dogwood; then S. 47½ W. 30 poles; then S. 63 W. 6 poles to a planted stone; then leaving the ridge North 46 poles to a rock in the Branch; then up the Branch with its meanders 43 poles to a stake in the old line; then straight with old line to the BEGINNING, containing 11 acres, be the same more or less.

BEING the same lands conveyed to William Laws and wife, Lurene Laws, by deed recorded in Book 53, page 312.

SECOND TRACT: BEGINNING on a triple Walnut and runs East up and with the meanders of the branch on the South boundary of said tract 111½ poles to a bunch of Buckeye sprouts on the North side of branch below a Spring; thence North 64 poles to the Johnston Hickory corner in or near M. P. Letterman's line; thence with his line to a stake in the line run for Polly Anne Edwards by Jas. W. Patterson December 27, 1867; thence North with said line to the Ashe corner called for in the same; thence West 60 poles to the BEGINNING corner of said survey (Poplar now down); thence West 36 poles to a White Oak stump; thence to the BEGINNING, containing 36 acres, more or less.

AND BEING the same lands conveyed to W. M. Laws and wife, Reney Laws, by Deed recorded in Book 55, page 244.

THIRD TRACT: BEGINNING on a Locust at or near Wm. Laws' line and runs North with a conditional line made between M. P. Letterman and Ivan Laws to a Water Oak near a spring and John Edwards' line; then with John Edwards' line to Wm. Laws' line; then with said line to the BEGINNING, containing Two acres, be the same more or less.

AND BEING the same lands conveyed to Wm. Laws and wife by deed recorded in Yancey County Deed Book 56, page 65.

FOURTH TRACT: BEGINNING at a rock at the branch corner of Lot No. 1 and runs down said branch its meanders 28½ poles to a small Birch; then South 70 poles to a Buckeye in Will Ray's line; then with said line North 41½ E. 16 poles, N. 63 E. 18 poles to a planted stone, corner of Lot No. 1; then North with line of Lot No. 1 46 poles to the BEGINNING, containing 12 acres, be the same more or less.

AND BEING the same lands conveyed to Wm. Laws and wife, Laurine Laws by Deed recorded in Book 58, page 458.

FIFTH TRACT: BEGINNING on a Locust and Dogwood Wm. Laws' corner, and runs a Southeast course with a line made by and between Tom Letterman and M. P. Letterman to a rock in the old 400 acre tract; then a reverse course to top of the 1st ridge at or near a small spring; then down the ridge to the Leoura Johnson line; then with said line to a Hickory corner, Johnson's old corner and Wm.Laws corner also; then with Wm.Laws' line to the BEGINNING, containing three acres, be the same more or less.

AND BEING the same lands conveyed to Wm. Laws by deed recorded in Yancey County Deed Book 60, page 136.

EXCEPT from the above described five tracts of land the two acre tract conveyed by Deed dated 6 June 1938 from Lurene Laws to Eva Brown, which Deed is recorded in Book 82, page 262 and reference is made to said Public Record for the exact description of said two acres.

EXPLORATION PROJECT CONTRACT
BLUE RIDGE MICA COMPANY, INC.
DOCKET NO. DMEA-2870

EXHIBIT "A"

Description of the Work

Exploration for concentrations of strategic mica will be accomplished by the following program:

1. Construct a frame toolhouse shelter 10 feet by 15 feet in area.

2. Sink 65 feet of a 2-compartment shaft 5 feet by 7 feet in cross section with a partition between compartments and timbered as necessary.

3. From about the 60-foot point in the shaft, drift and crosscut not more than 116 feet in cross section 5 feet by 7 feet.

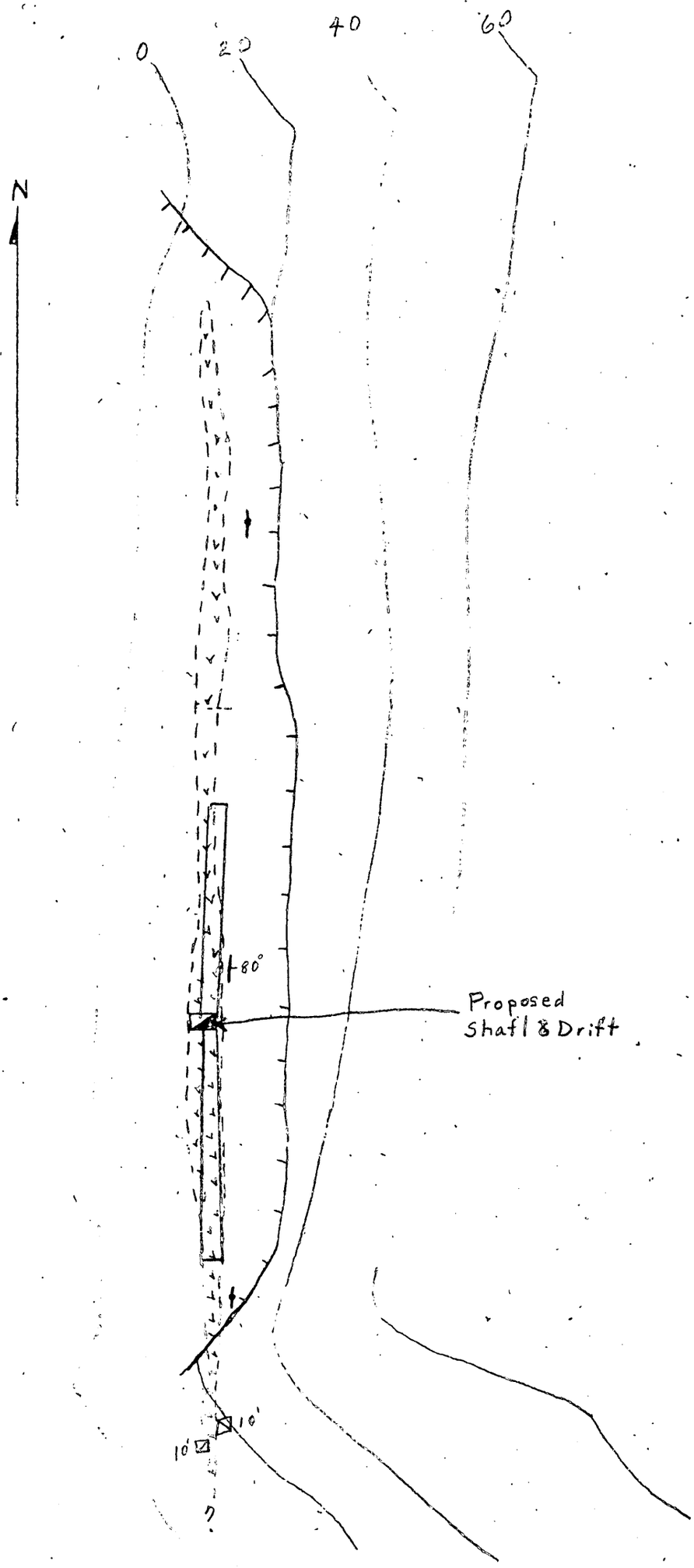
The above-described underground workings are shown diagrammatically on the attached map entitled "Sketch of Grant Laws Mine, Yancey Co., N. C. - DMEA-2870."

The location, direction, and extent of all work shall have prior approval of the Government.

Agreed Unit Costs

Construction toolhouse shelter 1/	$190.00	
Sinking of shaft, 65 feet @ $42.00/ft. (This includes cost of partition between compartments and ladders)	2,730.00	
Timbering of shaft, 65 feet @ $8.00/ft.	520.00	
Drifting and crosscutting, 116 feet @ $35.00/ft.	4,060.00	
Total Agreed Unit Costs		$7,500.00
Government Participation @ 90%		$6,750.00

1/ The unit is the completed structure.



Sketch of
Grant Laws Mine
Yancey Co., N.C.

0 40' 80'

DMEA-2870 (mica)

GUARANTY

In consideration of the waiver by the United States of America of the requirement of the Owner's Consent to Lien, as set forth in paragraph 2 (b) of the attached Exploration Project Contract, the undersigned jointly and severally hereby guarantee payment to the United States of America of any royalties, as specified in said Contract and any future amendment thereof, upon any and all ore which is mined within ten years of the date of said Contract from the land described in Article 2 thereof, regardless of whether the undersigned have any interest in the property covered by the said Contract, or any part in the mining operations at the time said ore is mined. If for any reason the net smelter returns or other net amounts, from operations that would be subject, under the said Contract and any amendment thereof, to such payments to the United States of America, are not available as a means of measuring the amount of such payment, then the undersigned agree and undertake jointly and severally to make such payment according to the best estimates of the amount that can reasonably be made, and in the event of dispute as to such estimate, the undersigned agree jointly and severally that the determination thereof by either the Administrator of Defense Minerals Exploration Administration, or his designee, shall be final and binding upon the undersigned.

Dated June 11th, 1953.

Austin F. Hancock (Seal)
Austin F. Hancock

Austin F. Hancock Jr. (Seal)
Austin F. Hancock, Jr.

Lynn A. Coffey (Seal)
Lynn A. Coffey

DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 2870

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.

This document has been recorded as

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	2/5/53
To:		Date	2/6/53
To:	Oper Com.	Date	3-18-53
To:	Oper Com	Date	5-27-53
To:	Oper Com	Date	2- -54
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	

DO NOT DETACH

CONTROLLED DOCUMENT

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

224 New Customhouse
Denver 2, Colorado

OFFICIAL FILE COPY
DMEA
RECEIVED JAN 31 1957

DATE	INITIALS	CODE
1-31	C	220
1-31	Lalberty	800
1957		225

January 28, 1957

Memorandum

To: T. A. Christensen

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMA 606 (Lead-Zinc), U. S. Metals Corporation (Henrietta Mine), San Juan County, Colorado, Contract Idm-E29

Docket DMEA 2870 (Lead-Zinc), U. S. Metals Corporation (Joe and John Mine), San Juan County, Colorado, Contract Idm-E309

Enclosed is the Operator's check for $500.00 rendered in conformance to the written directive of November 28, 1956 to Carl H. Peterson by Mr. Donald E. Kelley, United States Attorney. For your information we enclose two copies of the directive.

As stated by Mr. Kelley in a letter dated January 21, 1957 to the Solicitor, U. S. Department of the Interior, two copies of which we also enclose; payments so made by the Operator should be applied last to the earned royalty item. Accordingly, we request that the amount of $500.00 be apportioned to the listed items of the two captioned Contracts as follows:

Item	Payable to Government	Apportionment of Enclosed Check
Contract E29		
Overpayment	$ 361.86	$361.86
Property Liquidation	4,735.53	57.75
Royalty	2,055.67	None
Contract E309		
Overpayment	72.56	72.56
Property Liquidation	641.79	7.83
Total Payable	$7,867.41	
Total Paid		$500.00
Balance Due	$7,367.41	

The next payment of $500.00 from the Operator will be due on or before April 3, 1957.

MHM/vj
cc: Corres. Files E29 - E309
Chair. Opr. Comm. E29 (2)-E309(2)
Harshman (2)
Shaw (2) Marshall (2)
Townsend (2) Chron.

Original signed by
W. M. TRAVER

W. M. Traver

C
O
P
Y

November 28, 1956

Mr. Carl H. Peterson
206 Mercantile Building
1031-15th Street
Denver, Colorado

Re: U. S. Metals Corporation - Department of Interior Claim

Dear Mr. Peterson:

After our conference at this office of last Friday, November 23, 1956, also attended by Mr. Falk, I discussed our conversation with Mr. Traver of the DMEA. I explained to him that you and Mr. Falk had verbally agreed that upon acceptance of the proposed settlement submitted on behalf of the U. S. Metals Corporation, that in addition to the $500 already submitted by certified check, you and he would liquidate the balance due as follows:

Payment of $500 three months after acceptance of the settlement;
Payment of $500 five months after acceptance of the settlement;
Payment of $500 seven months after acceptance of the settlement;
Balance due nine months after acceptance of the settlement.

Upon discussing the matter with Mr. Traver, we both determined that it would be desirable if you and Mr. Falk would advise us in writing that the above payments to be made by you upon acceptance of the offer should be applied first to items other than earned royalty and lastly to earned royalty.

If you and Mr. Falk will prepare such a letter and forward it to this office, in duplicate, I am sure it will be a very helpful step in getting this matter disposed of promptly.

Very truly yours,

DONALD E. KELLEY
United States Attorney

CY TO
FINANCE OFFICE (2)
CHAIRMAN OVERTON (4)

By: ROBERT S. WHAM
Asst. U. S. Attorney

C
O
P
Y

In Reply Refer To
8488

UNITED STATES DEPARTMENT OF JUSTICE

UNITED STATES ATTORNEY
DISTRICT OF COLORADO
348 POST OFFICE BUILDING
DENVER 1, COLORADO

COPY
DMEA
RECEIVED JAN 21 1957

DATE	INITIALS	CODE
January 21, 1957		

U. S. Department of Interior
Washington 25, D. C.

Attention: Solicitor

Re: U. S. Metals Corporation, Denver, Colorado
Department of Interior Claims in connection
with mineral exploration contracts

Dear Sirs:

Enclosed please find certified check of Walter A. Falk and Carl H. Peterson in the amount of $500.00, representing the first payment upon the obligation due from U. S. Metals Corporation, under the settlement in regard to which you have had correspondence with the Department of Justice.

Under the terms of the settlement, the entire obligation of the U. S. Metals Corporation is $7,867.41, upon which the enclosed check is a partial payment. Further, under the terms of the settlement an additional $500.00 payment will be due on or before April 3, 1957, an additional $500.00 on or before June 3, 1957, an additional $500.00 on or before August 3, 1957 and the balance of $5,867.41 will be due on or before October 3, 1957.

We have received a letter signed by Carl H. Peterson and Walter A. Falk to the effect that the payments so made should be applied last to the earned royalty item. In this regard, your attention is directed to the fact that such royalties are collectible also from the Bluebird Mining and Milling Company under the owner's consent to lien executed by that company in connection with the DMEA contract.

Very truly yours,

DONALD E. KELLEY
United States Attorney

/s/ Robert S. Wham

By: ROBERT S. WHAM
Asst. U. S. Attorney

CV TO
CORRESP FILE 1-309
PHOTO CV TO
MR. SHAMAN (2)
SHAW (2)
TOWNSEND (2)
FINANCE OFFICE (2)
ROYALTY (2)
CHRS. CORR. COMM.

CORRESP FILE 1-29

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

DMEA
DEPARTMENT OF THE INTERIOR
JAN 28 1957
REGION III
DENVER, COLORADO

JAN 25 1957

Mr. W. M. Traver
Executive Officer
DMEA Field Team, Region III
224 New Customhouse
Denver 2, Colorado

Re: Docket No. DMEA-606 (Lead-Zinc)
U. S. Metals Corporation
Henrietta Mine
San Juan County, Colorado
Contract No. Idm-E29

and

Docket No. DMEA-1870 (Lead-Zinc)
U. S. Metals Corporation
[illegible]
San Juan County, Colo.
Contract No. [illegible] E309

Dear Mr. Traver:

Enclosed herewith for deposit in the usual manner is check No. 343 of Carl H. Peterson & Associates certified by the Citizens State Bank, Durey, Colorado, payable to the U. S. Treasury Department, together with a copy of a receipt No. 47905, and a letter dated January 21, 1957, from the Assistant United States Attorney of Denver, Colorado, covering a payment on account in the amount of $500.00.

Sincerely yours,

Jay L. Chambers, Chief
Contract Administration
and Audit Division

Enclosure

[illegible] (4)
[illegible] E 309
[illegible] (2)
[illegible] (2)
[illegible] (8)

Docket Copy
Surname:
Houk
Heffland
Chambers
Selfridge
Johnson

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

OCT 6 1954

Mr. L. A. Coffey, Vice-President
Blue Ridge Mica Company, Inc.
121 McIver Street
Greensboro, North Carolina

INTERIOR DEPT.
OCT 1 - 1954
SOLICITOR

Re: Docket No. DMEA-2870 - Mica
Grant Laws Prospect
Yancey County, North Carolina
Contract No. Idm-E534

Dear Mr. Coffey:

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

Total claimed for units of work performed	$7,460.00
Total Government contribution at 90 percent	$6,714.00

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 for royalty on any production made after the date of this letter.

The Government thanks you for your interest and participation in the exploration program of the Defense Minerals Exploration Administration.

Sincerely yours,

C. O. Mittendorf

Administrator

LGHouk:gad 9/30/54
Copy to: Admr. R. File
Docket
Mr. Dietrich, 3061
Mr. Houk
Field Team, Region VII
Mr. Kiilsgaard, 5227
Mr. Chambers

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

Project Summary Report

By: James Hopkins September 29, 1954

1. Docket No. DMEA-2870 - Mica
Contract No. Idm-E534
Grant Laws Mine
Yancey County, North Carolina

Operator: Blue Ridge Mica Company, Inc.
121 McIver Street
Greensboro, North Carolina

Operator's property rights: Lease to G. B. Woody and assigned to C. M. Cooley, Dec. 12, 1952. Assignment to Blue Ridge Mica Company, Inc., Feb. 18, 1953. Guaranty dated June 11, 1953, in lieu of Owner's Consent to Lien.

2. Contract - dated May 28, 1953

Work authorized:

Toolhouse	$190.00
Shaft sinking 65 ft. @ $42.00	2,730.00
Shaft timbering 65 ft. @ $8.00	520.00
Drifting and crosscutting - 116 ft. @ $35.00/ft.	4,060.00
Total agreed unit costs	$7,500.00
Government participation @ 90%	$6,750.00

Amendments:

No. 1, dated Jan. 11, 1954, extends completion period from 8 to 14 months.
No. 2, dated July 15, 1954, extends completion period from 14 to 16 months.

Work completed:

Toolhouse	$190.00
Shaft sinking 65 ft. @ $42.00	2,730.00
Timbering shaft 60 ft. @ $8.00	480.00
Drifting 116 ft. @ $35.00	4,060.00
Total cost of project	$7,460.00
Government participation at 90 percent	$6,714.00

Work began June 16, 1953 and was completed July 30, 1954.

3. Audit: Report of Review, dated Sept. 2, 1954.

Total cost as billed by contractor		$7,460.00
Exceptions	None	
Total accepted cost		$7,460.00
Government participation @ 90%		$6,714.00

4. Certification of discovery - none issued.

5. Comments: The work under the contract was conducted in an efficient and satisfactory manner exdept for loss of part of original crosscut due to inadequate timbering. The Operator drove a new crosscut at his own expense after the original one caved in.

Operation was fair. Progress was very slow. Narrative reports were quite adequate.

Geological premise: The premise that an almost vertical pegmatite 4 to 8 feet thick and enclosed conformably in a semi-weathered hornblende gneiss would yield strategic mica in depth was not borne out by the exploration work.

Geological criteria on which project was based: Occurrence of some strategic grade mica in a recently excavated trench. The pegmatite is composed of coarse plagioclase lenticular quartz pods and mica.

Geological criteria developed during the project:

1. An unzoned pegmatite with a maximum width of 6 ft. is exposed in the underground work.
2. The thickness tends to change rapidly in short distances due to intense post-pegmatite movement.
3. Mica discovered during project is badly sheared by post-pegmatite movement. Most is badly ruled, curved and cracked and not of strategic quality.

500 pounds of run-of-mine mica was recovered. Reserves are negligible.

Future possibilities: None for strategic mica.

Recommendations: No further work is warranted. The Nonmetallic Minerals Division concurs with the field team that no certification of discovery be issued. The Geological Survey and the Bureau of Mines concur.

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

September 7, 1954

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Amendment No. 2 - Docket No. DMEA-2870 - Mica
Blue Ridge Mica Company, Inc.
Grant Laws Mine
Yancey County, North Carolina
Contract No. Idm-E534

This amendment extends the completion date from July 28, 1954 to September 28, 1954, and is justified because heavy ground conditions necessitated extra timbering slowing up the operation.

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

W. C. Anderson

W. C. Anderson
Nonmetallic Minerals Division

RECEIVED
SEP 10 1954
GENERAL COUNSEL
DEFENSE MINERALS
ADMINISTRATION

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

September 3, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Donald R. Irving, Acting for Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2870 (mica)

Applicant: Blue Ridge Mica Company

Name and Location of Property: Grant Laws Mine
Yancey County, North Carolina

Contract Number: Idm-E542

Date of Field Team Final Report: August 17, 1954

Date Rec'd. by Ceramic and Fertilizer Mtls. Br.: August 23, 1954

Field Team Recommendation:

1. No certification of discovery or development.

Comments:

1. Work which began June 16, 1954 and ended July 30, 1954 consisted of sinking a 65-foot shaft, and drifting 111 feet.
2. Expenditures -

Total approved	$7,500.00
Total cost	7,465.00
Gov't. share	6,718.50
Value	?

3. No strategic mica was encountered.

Recommendation:

I concur in the field team's recommendation to deny certification.

Donald R. Irving

Donald R. Irving

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 25, OE. BLDG.
KNOXVILLE 2, TENN.

August 30, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region VII

Subject: Termination Agreement, DMEA-3255, Idm-E 662 (mica)
Non-Metallic Minerals Corp. Burnsville, N. C.
Whiteface Mins, Yancey County, N. C.

Enclosed are the original and two copies of the subject termination agreement. The usual distribution of the other copies has been made.

The Operator lost the set of Agreements sent him for signature on June 23. This is a set prepared here to replace those, and taken personally by Mr. Teague last week to obtain the Operator's signature.

Robert A. Laurence

Robert A. Laurence

RECEIVED
SEP 10 1954
GENERAL COUNSEL
DEFENSE MINERALS
ADMINISTRATION

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

August 23, 1954

Memorandum

To: Operating Committee - DMEA - Washington

From: Acting Executive Officer, DMEA - Region VII

Subject: Amendment No. 2 - DMEA-2870, Idm-E534 (mica) Blue Ridge Mica Co.

Transmitted are three copies of Amendment N. 2 on the subject exploration project.

The usual distribution of the other copies has been made.

Wm. A. Beck

RECEIVED
SEP 10 1954
GENERAL COUNSEL
DEFENSE MINERALS
ADMINISTRATION

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

August 24, 1954

Memorandum

To: Operating Committee, - DMEA - Washington

From: Field Team, DMEA - Region VII

Subject: DMEA-2870, Idm-E 542 (mica) Grant Laws Mine, Yancey County, N. C.
Justification of Amendment No. 2

Amendment No. 2 was prepared because the Operator lacked only a few feet of completion on the stated expiration date, and actually completed two days later. It was in the Government's interest to provide the small extra time needed to complete the approved work. See field team final report.

Robert A. Laurence
Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION VII

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

IN REPLY REFER TO:

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

August 23, 1954

Memorandum

REVIEW OF FINAL FIELD TEAM REPORT ON APPLICATION DMEA-2870 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: E. L. Newcomb, U. S. Geological Survey
Applicant: Blue Ridge Mica Company
Name of property: Grant Laws Mine
Location of property: 4.5 mi. NE of Burnsville, Yancey Co., N. C.
Date of Field Team Report: August 17, 1954
Authorship of Field Team Report: K. H. Teague, D. H. Amos, and L. E. Shirley
Field Team's recommendation: No certification of discovery. Reserves of strategic mica are negligible.
Comments: I concur with Field Team recommendation against certification.

E. L. Newcomb

E. L. Newcomb

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

August 23, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Acting Executive Officer, DMEA - Region VII

Subject: Final Operators Engineering and Geological Report
DMEA-2870, Idm-E 542 (mica) Blue Ridge Mica Co.
Grant Laws Mine, Yancey County, N. C.

534

Transmitted are original and three copies of the subject report.

The Field teams final report was sent your office August 17. In that report errors were made in the items under "Expenditure," please make the following corrections:

(b) Total cost of project $7,460, instead of $7,465.

(c) Government's share of cost $6,714, instead of $6,718.50

(d) Government's share unexpended $36, instead of 32.50.

The Operator's final voucher is being sent to the Finance office today.

Wm. A. Beck

Wm. A. Beck,

BLUE RIDGE MICA COMPANY Inc.,

Grant Laws Mine

OPERATOR'S FINAL ENGINEERING AND GEOLOGICAL REPORT

Work was begun on June 15,1953. A shaft was sunk and timbered to a depth of 65 ft. Solid vein material was encountered at a depth of 42 feet and tapered toward center of shaft to a depth of 53 feet; however, this vein did not contain any mica.

From the bottom of the shaft, we drifted in a N.E. direction a distance of 52 feet through very soft material. This drift was also timbered for approximately 40 feet. The remaninig 12 feet (after allowing to stand for a period of a week) caved in and it was deemed impracticla to muck out; therefore we started another drift in an Easterly direction, some 20 feet from the bottom of the shaft. This drift was driven 40 feet at which point we picked up pegmatite about 18" thick.
We followed this vein for a distance of 16½ feet. It varied in width from 18" to 30" but at no place did we find mica. We abandoned this drift and started a new drift in the shaft 40 feet from the surface.

This drift was driven 47½ Feet through a soft feldspar and mica vein, but at no place did we ever encounter any mica; therefore, it was decided to abandon the project.

BLUE RIDGE MICA COMPANY Inc.,

Grant Laws Mine

OPERATOR'S FINAL ENGINEERING AND GEOLOGICAL REPORT

Work was begun on June 15,1953. A shaft was sunk and timbered to a depth of 65 ft. Solid vein material was encountered at a depth of 42 feet and tapered toward center of shaft to a depth of 53 feet; however, this vein did not contain any mica.

From the bottom of the shaft, we drifted in a N.E. direction a distance of 52 feet through very soft material. This drift was also timbered for approximately 40 feet. The remaninig 12 feet (after allowing to stand for a period of a wwek) caved in and it was deemed impracticle to muck out; therefore we started another drift in an Easterly direction, some 20 feet from the bottom of the shaft. This drift was driven 40 feet at which point we picked up pegmatite about 18" thick.
We followed this vein for a distance of 16½ feet. It varied in width from 18" to 30" but at no place did we find mica. We abandoned this drift and started a new drift in the shaft 40 feet from the surface.

This drift was driven 47½ feet through a soft feldspar and mica vein, but at no place did we ever encounter any mica; therefore, it was decided to abandon the project.

BLUE RIDGE MICA COMPANY Inc.,

Grant Laws Mine

OPERATOR'S FINAL ENGINEERING AND GEOLOGICAL REPORT

Work was begun on June 15,1953. A shaft was sunk and timbered to a depth of 65 ft. Solid vein material was encountered at a depth of 42 feet and tapered toward center of shaft to a depth of 53 feet; however, this vein did not contain any mica.

From the bottom of the shaft, we drifted in a N.E. direction a distance of 52 feet through very soft material. This drift was also timbered for approximately 40 feet. The remaninig 12 feet (after allowing to stand for a period of a week) caved in and it was deemed impracticla to muck out; therefore we started another drift in an Easterly direction, some 20 feet from the bottom of the shaft. This drift was driven 40 feet at which point we picked up pegmatite about 18" thick.
We followed this vein for a distance of 16½ feet. It varied in width from 18" to 30" but at no place did we find mica. We abandoned this drift and started a new drift in the shaft 40 feet from the surface.

This drift was driven 47½ feet through a soft feldspar and mica vein, but at no place did we ever encounter any mica; therefore, it was decided to abandon the project.

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

August 17, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region VII

Subject: Final Report, DMEA-2870, Idm-E ~~542~~ 534 (mica) Grant Lays Mine, Blue Ridge Mica Co. Greensboro, N. C. Yancey Co. N. C.

Enclosed are four copies of the Field Teams final report on the subject exploration contract. We agree with the examiners' conclusion that, although some mica was recovered during exploration, the project did not discover a commercially workable deposit of mica, and certicate of discovery should not be issued.

We have requested, but not yet received, the Operator's final report. The final voucher is being held here, pending receipt of the report. An amendment extending the completion date is required, as the work was completed two days after the date specified in Amendment No. 1. Amendment No. 2 will be sent as soon as it is returned to us, with the Operator's signature.

The approved amount of the final voucher is included in the totals on page 2 of the Field Team report.

Robert A. Laurence

Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION VII

Wm A Beck

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

Reviewed by
DMEA OPERATING COMMITTEE
8-23-54
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT

On

DMEA-2870, GRANT LAWS MINE (mica)
Yancey County, N. C.

By

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

and

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

August 17, 1954

Reviewed by
DMEA OPERATING COMMITTEE
8-23-54
(date)

FINAL REPORT
On
DMEA-2870, GRANT LAWS MINE
Idm-E634 (mica)

Operator: Blue Ridge Mica Co., Inc. 121 McIver St. Greensboro, N. C.

The Grant Laws Mine is 3.0 airline miles and 4.5 miles by road N. 45° E. of Burnsville, Yancey County, N. C. It is on the southwest slope of Locust Rough Mountain about 1000 feet from the summit.

Work completed under the contract consisted of constructing a toolhouse, sinking a 65-ft. 5' x 7' vertical shaft, 60 ft. of which was timbered and driving 116 feet of laterals from this shaft. Most of the mica discovered by this work is badly sheared by post-pegmatite movement and is not of strategic quality; thus, a certification of discovery should not be issued. Additional exploratory work is not warranted.

Work began June 16, 1953 and was completed July 30, 1954. A 10' x 15' frame toolhouse was constructed at the site. A 65 ft. vertical shaft with partition manway was sunk; 60 ft. of this shaft was timbered. From the 60-ft. level a total of 110.5 feet of laterals were driven. These consist of (1) a 52-ft. crosscut driven eastward from the shaft, (2) a 42-foot crosscut driven to the southeast from a point in this 52-ft crosscut 21 ft east of the shaft, and (3) a 16.5 foot drift driven south from a point 12 feet from the head of the 42-foot crosscut. The 42-foot crosscut was driven at the Operator's expense. The field examiners insisted on this work being done at the operator's expense because the 52-foot crosscut was lost to heavy ground due to inadequate timbering. From the 40 - foot level of the shaft a 47.5 foot drift was driven in a S. 10° E. direction.

An unzoned pegmatite with a maximum thickness of about 6 feet is exposed in the laterals. The thickness tends to change rapidly in short distances, largely, a result of intense post-pegmatite movement. The body is essentially conformable, but locally crosscuts the dip of the foliation of the country rock, biotite schist and gneiss and horndlende gneiss, at small angles. It strikes N. 10° W. to N. 25° E and dips steeply to the east; about vertical near the surface but flattening with depth, being about 75° E. at the 60-foot level. The pegmatite consists of kaolinized plagioclase, quartz, perthite, and muscovite, in order of abundance. The mica tends to be in "seams" that occur throughout the pegmatite. Biotite in some layers of the country rock has been altered to vermiculite.

An estimated 500 pounds of poor quality "mine-run" mica was recovered from work done under the contract. Most is badly ruled, curved and cracked, and not of strategic quality.

Reserves of strategic mica revealed by the work under the contract are negligible.

Expenditures;

(a)	Total approved	$7,500.00
(b)	Total cost of project	7,465.00
(c)	Government's share of cost	6,718.50
(d)	Government's " unexpended	32.50
(e)	Value of production during opr.	?

The work under the contract was conducted in an efficient and satisfactory manner except for loss of part of original crosscut due to inadequate timbering. The operator drove a new crosscut at his own expense after the original one caved in. No equipment was purchased under the contract.

August 17, 1954

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

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

z

INTERIM REPORT
On
DMEA-2870, Idm-E 634
(mica)

GRANT LAWS MINE

Operator: Blue Ridge Mica Company, Inc., 121 McIver St., Greensboro, N.C.

Location: 3.0 airline miles and 4.5 miles by road N. 45° E. of Burnsville, Yancey County, N. C. on the southwest slope of Locust Rough Mountain about 1000 feet from the summit.

Drifting continues on this contract from the 40-foot level. Level work completed to date totals 110-feet, 42 feet of which is from the 40-foot level in a S. 10° E. direction.

Pegmatite exposed near the head of this new drift is about 5.5 feet thick and consists of kaolinized plagioclase, quartz and muscovite. The mica is concentrated in "seams" and is badly sheared, cracked and ruled by post-pegmatite movement. None is of strategic quality.

The remaining 6 feet of this contract will be expended in advancing the drift from the 40-foot level to the southeast.

Recent progress has been satisfactory.

Date of exam: July 29, 1954.

K. H. Teague D. H. Amos

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

Z.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 25 P.O. BLDG.
KNOXVILLE 2, TENN.

July 20, 1954

Memorandum

To: Operating Committee, DMEA Washington

From: Executive Officer, DMEA - Region VII

Subject: DMEA-2870, Idm-E 534 (mica) Blue Ridge Mica Co. Greensboro, N. C.
Grant Laws Mine, Yancey County, N. C.

Enclosed are four copies of the latest interim report on the subject exploration contract.

Work on the 60-foot level had to be abandoned because of bad ground. It is our opinion that drifting at 40-foot - as requested by the field examiners, can be done without amendment, under the wording of exhibit "A" and therefore, we have authorized the work. If this is incorrect, please advise and we will prepare an amendment.

Progress is satisfactory, and we anticipate completion before July 28, when the contract, as amended, is due to be completed.

Robert A. Laurence

Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION VII

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

File:

INTERIM REPORT

DMEA-2870 Idm-E534 (mica) GRANT LAWS MINE

OPERATOR: Blue Ridge Mica Company, Inc., 121 McIver Street, Greensboro, N. C.

LOCATION: 3.0 airline miles and 4.5 miles by road N 45° E of Burnsville, Yancey County, N. C. on the southwest slope of Locust Rough Mountain about 1000 feet from the summit.

Drifting continues on this contract from a new level. Remaining work will be driven to the north in an effort to produce strategic mica. Level work completed to date totals 89.5 feet.

Material encountered in the new drift from the 40-foot shaft level is pegmatite, composed of kaolinized feldspar, scattered quartz and an occasional block of muscovite mica which is badly cracked. Enclosing rock is a biotite schist which is badly weathered near the contacts. Solid overhead lagging is necessary at this level as was the case from the shaft bottom. Additional level work, which will complete the contract, will be driven to the north in an effort to encounter a mica shoot. Progress on this contract is satisfactory.

Mr. R. A. Laurence, Executive Officer of DMEA, Region VII, accompanied the examiners on this visit to the mine.

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

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

July 15, 1954

INTERIM REPORT

DMEA-2870 Idm-E534 (mica) GRANT LAWS MINE

OPERATOR: Blue Ridge Mica Company, Inc., 121 McIver Street, Greensboro, N. C.

LOCATION: 3.0 airline miles and 4.5 miles by road N 45° E of Burnsville, Yancey County, N. C. on the southwest slope of Locust Rough Mountain about 1000 feet from the summit.

Drifting has been underway on this contract, following narrow pegmatite. It was suggested that the remainder of the drift work be conducted in better looking pegmatite material encountered during shafting at the 40 ft. leve. Permission is requested, if necessary, to complete remaining drift footage under contract from this level.

Upon completing a crosscut to the southeast for a distance of 42 feet, at the operators expense, pegmatite material was encountered. A reverse fault was observed showing considerable displacement of the pegmatite. A crosscut at Government expense was recommended to intersect the pegmatite in the southeast block. This was accomplished and 16.5 feet of crosscut and drift was completed. The pegmatite varies at the point of intersection from 6 inches, to 4 feet in thickness along the drift. It is barren of mica and no additional work in this area appears warranted. The operator was advised to conduct the remaining work from the 40-foot level, driving drifts from the shaft along the strike. Most of the previous mica recovery came from this pegmatite. Recent 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 & D. H. Amos, Geologists
U. S. Geological Survey

July 2, 1954

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D. C.~~
ROOM 15, POST OFFICE BLDG.
KNOXVILLE 2, TENN.

June 30, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region VII

Subject: DMEA-2870, Idm-E 534 (mica) Blue Ridge Mica Co. Inc.
Grant Laws Mine, Yancey County, N. C.

Work at the Grant Laws Mine was resumed during June, under supervision of Yates Bennett of Burnsville, North Carolina, and is progressing satisfactorily. An amendment extending the completion date will be prepared if it appears impossible to complete by July 28.

Robert A. Laurence
Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION VII

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

DOCKET FILE
Surname:

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

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

Re: Docket No. DMEA-2784 - Mica
H. J. Twiggs, et al.
Sam Huskins Mine
Yancey County, North Carolina
Contract No. Idm-E519

Docket No. DMEA-2870 - Mica
Blue Ridge Mica Company, Inc.
Grant Lava Mine
Yancey County, North Carolina
Contract No. Idm-E534

Docket No. DMEA-3099 - Mica
Homer C. Mundy and
Carl Frank Thomas
Dickens Mine
Oconee County, Georgia
Contract No. Idm-E609

Dear Mr. Laurence:

Reference is made to subject projects which have been informally recessed during the winter months. Apparently the Operators have become discouraged and, therefore, lost interest in these projects, although we note that for two of the contracts termination periods have been extended.

In all of these cases it seems that the Operator may be in default of the contract and has failed to cooperate with the Field Team. We feel, therefore, that you should write to these Operators calling attention wherein they are in default of the terms of the contract and have failed to cooperate with the Field Team. Advise them that unless the default is cured within 30-days from the date of the letter that the Government will terminate its obligations under the contract and take whatever steps are necessary to recover its contribution to the cost of the project. If the Operators fail to satisfactorily respond to these letters you should refer the matter to this office, making your recommendations in each case based upon your determination as to whether or not you believe it is in the best interest of the Government to complete the contract work or to terminate the contract.

Copy to: Admr. R. File
Docket (3)
Operating Committee
Mr. Houk (3)
Mr. Dietrich, 3061
Mr. Larrabee, G-232 GSA Bldg.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee

Approved:

J. H. Hedges
Member, Bureau of Mines

D. M. Larrabee
Member, Geological Survey

LGHouk:gad/rewritten FEJohnson:gad 6/24/54

R.C.H.

INTERIM REPORT On

DMEA-2870, Idn-E 534, GRANT LAWS MINE
(mica)

Operator: Blue Ridge Mica Company, Inc., 121 McIver St. Greensboro, N. C.

Location: 3.0 airline miles and 4.5 miles by road N. 45° E. of Burnsville, Yancey County, N. C., on the southwest slope of Locust Rough Mountain about 1000 feet from the summit.

Crosscut has been advanced 40 feet to the southeast at the Operator's expense; the last 18 feet being advanced in S. 85° E. direction. A pegmatite about 2 feet thick is exposed on the left wall about 4 feet from the head of this lateral. It contains a few books of ruled mica. A reverse fault which strikes N. 50° W., and dips 40° SE has displaced the pegmatite in the crosscut.

The Operator was advised to drive a crosscut beginning at a point 10 feet from the present heading in order to intersect the pegmatite in southeast fault block.

Date of exam: June 17, 1954

K. H. Teague Dewey H. Amos

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

2

INTERIM REPORT

DMEA-2870 Idm-E534 (mica) GRANT LAWS MINE

OPERATOR: Blue Ridge Mica Company, Inc., 121 McIver Street, Greensboro, North Carolina.

LOCATION: 3.0 airline miles and 4.5 miles by road N 45° E of Burnsville, Yancey County, N. C. on the southwest slope of Locust Rough Mountain about 1000 feet from the summit.

Work was resumed at this mine May 8, 1954 after a delay of several months. Crosscutting is underway at the operators expense. A verbal agreement with the operator provides that Government participation will resume after pegmatite is reached by the contract. 64 feet of drift remains on the contract.

Heavy ground which has worked into the crosscut to a point 25 feet from shaft turnoff. A crosscut was begun at 21 feet and has been advanced 25 feet to the southeast. Work will continue in this general direction until pegmatite is found. Material encountered consists primarily of biotite schist, vermiculite seams and pods of granitic or pegmatitic material containing scrap size mica.

The operator was advised to begin timbering the crosscut immediately. Weathered ground encountered in the last few feet is unsafe. Progress on this contract is satisfactory.

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

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

June 3, 1954

FILE COPY
SURNAME:

140

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

rewritten: Houk - Wee
Rubin
Hofflund

Rewritten: Rubin
Hofflund
Selvidge.

FEB 18 1954

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

Re: Docket No. DMEA-2870 (Mica)
Blue Ridge Mica Company, Inc.
Grant Laws Mine
Yancey County, North Carolina
Contract Idm-E534

Dear Mr. Laurence:

This responds to your letter dated February 4 informing us that there has been no work performed under the subject contract since November 1953, and that no formal recess agreement has been executed. Your letter also raises the general question whether formal recess agreements are necessary, either under the short-form or long-form contracts, where the recess is to be for a short but indefinite period of time, because of winter weather or illness of the Operator, etc.

The Operator is not required to work continuously, under any contract form, so long as he can complete the work within the time fixed in Article 3. In connection with short-form (agreed unit costs) contracts, an informal understanding with the Operator, confirmed either by a letter or by a statement in the monthly report that the Operator intends to shut down for a specified period of time, for a stated reason (such as winter weather), is not objectionable. However, there may be occasions when, under a short-form contract, it might be well to have a formal agreement with the Operator specifying the date when work should be resumed. Then, in the event that work was not resumed as specified in the formal agreement, the Operator's default would be clear. In the subject case, for example, where the project was in recess since November 1953, and an Amendment No. 1 was executed on January 11, 1954, to extend by 6 months the time for completion, it would have been appropriate to provide a starting date for the work.

R.C.S.
2-18-54

Under the long-form contract, it is always in the best interest of the Government to have a formal recess agreement, not only for the purpose of specifying the date for resumption of work, but for the purpose of defining the rights and obligations of the parties with respect to the costs of preserving the equipment and the project work during the recess, and any costs of rehabilitating both after the work is resumed.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (JB)

Approved:

J. H. Hedges (JB)

Member, Bureau of Mines

Philip W. Guild (JB)

Member, Geological Survey

LGHouk:HCR:ep 2-15-54

Copy to: Docket
Adm. Reading File
Operating Committee
Mr. W. F. Dietrich, B/M Rm 3526
Mr. D. M. Larrabee, USGS, G-232 GSA Bldg.
Mr. Houk
Mr. Hofflund
Mr. Rubin
Chron.
Pending

File Copy
Surname:
Houk

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

rewritten
HCR/ep

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

Subject: Docket No. DMEA-2870 - Mica
Blue Ridge Mica Company, Inc.
Grant Laws Mine
Yancey County, North Carolina
Contract No. Idm-E534

Dear Mr. Laurence:

Reference is made to your memorandum of February 4, 1954, to the Operating Committee, on the subject contract with a request to continue informal suspensions for periods of three months without formal recess agreements.

Permission is granted to continue the informal temporary suspension for periods of thirty days without formal recess agreements for legitimate cause such as winter weather, illness, etc. On recesses in excess of thirty days the formal recess agreement should be made.

Sincerely yours,

Chairman, Operating Committee

Approved:

Member, Bureau of Mines

Member, Geological Survey

LGHouk:gad 2/12/54
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

FILE COPY
Surname:
Anderson

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

February 5, 1954

N.S. in R.R.

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Amendment No. 1 - Docket No. DMEA-2870 - Mica
Blue Ridge Mica Company, Inc.
Grant Laws Mine
Yancey County, North Carolina
Contract No. Idm-E534

This amendment extends the completion date from January 28, 1954, to July 28, 1954, and is justified because heavy ground conditions necessitating careful timbering has slowed up the operation.

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

/s/
W. C. Anderson
Nonmetallic Minerals Division

WCAnderson:ag 2/5/54

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

29

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

February 5, 1954

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Amendment No. 1 - Docket No. DMEA-2870 - Mica
Blue Ridge Mica Company, Inc.
Grant Laws Mine
Yancey County, North Carolina
Contract No. Idm-E534

This amendment extends the completion date from January 28, 1954, to July 28, 1954, and is justified because heavy ground conditions necessitating careful timbering has slowed up the operation.

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

W. C. Anderson

W. C. Anderson
Nonmetallic Minerals Division

RECEIVED
FEB 8 - 1954
GENERAL COUNSEL
DEFENSE MINERALS
ADMINISTRATION

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

February 4, 1954

Memorandum

To: Operating Committee, D M E A - Washington

From: Executive Officer, DMEA - Region 7

Subject: DMEA-2870, Idm-E 534 (mica). Blue Ridge Mica Co., Inc. Grant Laws Mine, Yancey County, N. C.

Reference is made to your letter of February 1 concerning the subject exploration contract.

Although there has been no work at this mine since mid-November, there has been no definite agreement with the Operator concerning recess, and resumption of operations at the earliest practical date has been anticipated since that time. An amendment extending the completion date was prepared and has been signed and distributed. A letter from the Operator, dated January 29, 1954, and stating that "we hope to resume operations in the near future and will notify you as to starting date later" was received this week. For this reason, it does not seem to be practical to prepare a recess agreement and set a fixed date for resumption of operations.

Mr. Teague and Mr. Shirley will be in Burnsville next week, and if they find that conditions have changed so that early resumption is not practical, we will then prepare a recess agreement.

Many of our Operators have made short shut-downs due to winter weather, illness, etc., but in all cases so far, the duration of these temporary suspensions has been so short that we have not requested a formal recess agreement. In all present cases of this kind except three (Robert Baker, DMEA-2646, Forest City Mining, DMEA-2725, Dixie Minerals DMEA-2610) we believe the Operators are acting in good faith and will resume work at the earliest practical date. Further, all such contract are on a unit-cost basis so that no unauthorized costs could arise, and no equipment in which the Government shares ownership is involved.

It is therefore requested that in the cases of temporary shut-downs for short and indefinite periods, we be permitted to continue this informal arrangement except where a definite resumption date more than 3 months distant can be set or where there is a special need to protect the Government from undue costs or damage to jointly-owned equipment.

Robert A. Laurence

Robert A. Laurence

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 1954

February 1, 1954

Memorandum

To: Operating Committee, D M E A - Washington

From: Executive Officer, DMEA - Region 7

Subject: Amendment No. 1, DMEA-2870, Idm-E 534. Blue Ridge Mica Co.

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

Robert A. Laurence

Robert A. Laurence

RECEIVED
FEB 8 - 1954
GENERAL COUNSEL
DEFENSE MINERALS
ADMINISTRATION

FILE COPY
surname:
Anderson
Houk
Selfridge
Hedges
Mitchell

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

FEB - 1 1954

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

Subject: Docket No. DMEA-2870 - Mica
Blue Ridge Mica Company, Inc.
Grant Laws Mine
Yancey County, North Carolina
Contract No. Idm-E534

Dear Mr. Laurence:

Reference is made to the Field Team's interim report of November 5, 1953, on the status of the subject contract.

It is noted that this project was halted temporarily because of heavy ground conditions, and that the work was expected to resume within a week. However, we have had no reports since that time. Therefore, it will be necessary to provide a recess in this case. The recess agreement should protect the Government from any costs incurred during the period of inactivity. See Memorandum No. 18, to All Field Teams from the Operating Committee, dated March 9, 1953.

The agreement for suspension of operations should provide for a fixed time for resumption of operations and any necessary time for completion of the work.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (2LB)

Approved:

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

s/ Philip W. Smith (2LB)
Member, Geological Survey

WCAnderson:gad 1/27/54
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

INTERIM REPORT

DMEA-2870 Idm-E534 (mica) GRANT LAWS MINE

OPERATOR: Blue Ridge Mica Company, Inc., 121 McIver Street, Greensboro, N. C.

LOCATION: 3.0 airline miles and 4.5 miles by road N 45° E of Burnsville, Yancey County, N. C. on the southwest slope of Locust Rough Mountain about 1000 feet from the summit.

This project has been halted temporarily because of heavy ground conditions encountered when the pegmatite was picked up in the crosscut at a point 46 feet from the shaft. At the time of a previous examination the need for careful timbering was pointed out in view of weathered mica schist as the enclosing rock. Additional work placed the crosscut at a point 52 feet from the shaft. An attempt to turn-off at this point allowed heavy ground to begin working down and later became uncontrollable. The pegmatite is reported by the workers to be 4 feet in width, but at 46 feet the body was only 2 feet in width. Mica in small amounts was recovered.

A point 24 feet from the shaft on the south wall of the crosscut in stable ground was selected and the operator was given permission to start another crosscut to the southeast in an effort to pick up the pegmatite with better ground conditions. The operator was advised to construct a bulkhead at a point 32 feet from the shaft at the toe of heavy ground to prevent additional material from working into the crosscut. Work is expected to resume within the coming week.

L. E. Shirley

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

November 5, 1953

INTERIM REPORT

DMEA-2870 Idm-E534 (mica) GRANT LAWS MINE

OPERATOR: Blue Ridge Mica Company, Inc., 121 McIver Street, Greensboro, North Carolina.

LOCATION: 3.0 airline miles and 4.5 miles by road N 45° E of Burnsville, Yancey County, N. C. on the southwest slope of Locust Rough Mountain about 1000 feet from the summit.

Crosscutting continues slowly on this contract and is now at 44 feet. The operator reports that the crosscut was advanced to 52 ft., at which point heavy ground was encountered from overhead which refilled the crosscut to 44 feet. Some timbering composed of stulls and lagging had been accomplished for 8 feet and the top lagging was loaded. Later contact with the operator revealed that this completely weathered schist continued to hamper operations. Permission was granted for an attempt to turn south at a point 25 feet in the crosscut and continue driving the crosscut in unweathered material at his own expense until the footage claimed originally had been reached. At 46 feet in the original crosscut, pegmatite material was encountered which eventually widened to 4 feet and was enclosed by weathered mica schist. It is understood that a change in direction to intercept this body will not entail a change in the contract.

The need for repairing timbers near shaft bottom was stressed.

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 19, 1953

RECEIVED

INTERIM REPORT

DMEA-2870 Idm-E534 (mica) GRANT LAWS MINE

OPERATOR: Blue Ridge Mica Company, Inc., 121 McIver Street, Greensboro, North Carolina.

LOCATION: 3.0 airline miles and 4.5 miles by road N 45° E of Burnsville, Yancey County, N. C. on the southwest slope of Locust Rough Mountain about 1000 feet from the summit.

Crosscutting continues on this contract and is now at 43 feet. Present heading shows from 4 - 8" of pegmatite material containing small mica. The enclosing mica and hornblende schists are highly weathered at this point and contain much water. It was suggested that, after pulling one more 4 ft. heading, an exploratory drift be driven on this narrow pegmatite to the south.

The need for scaling the crosscut thoroughly after each shot and timber requirements at the shaft bottom and crosscut turnoff was stressed again during this mine visit.

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

INTERIM REPORT

DMEA-2870 Idm-E534 (mica) GRANT LAWS MINE

OPERATOR: Blue Ridge Mica Company, Inc., 121 McIver Street, Greensboro, North Carolina.

LOCATION: 3.0 airline miles and 4.5 miles by road N 45° E of Burnsville, Yancey County, N. C. on the southwest slope of Locust Rough Mountain about 1000 feet from the summit.

Crosscutting continues slowly to the east on this contract with no advance in footage from that reported two weeks ago. Material encountered in this 23 ft. consists of biotite schist, hornblende schist, vermiculite at 12-15 ft. followed by a narrow pegmatite zone composed of quartz, feldspar and small mica.

It was suggested that the drift be barred down and scaled thoroughly following shooting. Timbering is necessary at the turnoff, and it was also suggested that this be accomplished as soon as possible.

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 10, 1953

Mica

INTERIM REPORT

DMEA-2870 Idm-E534 (mica) GRANT LAWS MINE

OPERATOR: Blue Ridge Mica Company, Inc., 121 McIver Street, Greensboro, North Carolina

LOCATION: 3.0 airline miles and 4.5 miles by road N 45° E of Burnsville, Yancey County, N. C. on the southwest slope of Locust Rough Mountain about 1000 feet from the summit.

Crosscutting continues to the east on this contract and is now at 23 feet. Material encountered has been principally biotite schist and quartz stringers. No one was working at the time of this visit because the mine was making water from the crosscut and necessary power for pumping was not available. Operators expect to resume work within the coming week. A small electric pump, working off a gasoline-powered generator, was being used, but could not keep the water down.

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

August 27, 1953

INTERIM REPORT

DMEA-2870 Idm-E534 (mica) GRANT LAWS MINE

OPERATOR: Blue Ridge Mica Company, Inc., 121 McIver Street, Greensboro, North Carolina.

LOCATION: 3.0 airline miles and 4.5 miles by road N 45° E of Burnsville, Yancey County, N. C. and on the southwest slope of Locust Rough Mountain about 1000 feet from the summit.

Shaft sinking has been completed on this contract and total depth is 65 feet. Turnoff was made at this point and a crosscut is being driven to the east. During sinking the pegmatite left the shaft at 50 feet. Drift advance is 10.7 feet and material encountered is biotite schist. No pegmatite has been encountered to date. 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

Bureau of Mines
RECEIVED

INTERIM REPORT

DMEA-2870 Idm-E534 (mica) GRANT LAWS MINE

OPERATOR: Blue Ridge Mica Company, Inc., 121 McIver Street, Greensboro, North Carolina.

LOCATION: 3.0 airline miles and 4.5 miles by road N 45° E of Burnsville, Yancey County, N. C. on the southwest slope of Locust Rough Mountain about 100 feet from the summit.

Shaft sinking is nearing completion on this contract and is now at 59.5 feet. The mine began making a little water at 52 feet, but it is an essentially dry mine and is not expected to give trouble. Material in the bottom consisted of massive quartz on the east side of the shaft and quartz and mica schist in the bottom. Only 5.5 feet of shaft remains to be sunk on the contract, at which time crosscutting and drifting will begin. Progress on this contract has been good.

L. E. Shirley

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

K. H. Teague

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

July 30, 1953

DEPARTMENT OF THE INTERIOR
Defense Materials Administration
RECEIVED
JUL 20 1953

INTERIM REPORT

DMEA-2870 Idm-E534 (mica) GRANT LAWS MINE

OPERATOR: Blue Ridge Mica Company, Inc., 121 McIver Street, Greensboro, North Carolina

LOCATION: 3.0 airline miles and 4.5 miles by road N 45° E of Burnsville, Yancey County, N. C. on the southwest slope of Locust Rough Mountain about 1000 feet from the summit.

Shaft sinking continues on this contract and is now down to 38 feet, having been cribbed to depth with 3" x 6" sawed timbers. A separated manway with inclined ladders staggered at intervals has been installed to 30 feet from the collar. Material encountered consists of mica schist, and pegmatite composed of quartz, feldspar and ruby mica of better grade than last reported. Most of the material is hard, but some timbering has been necessary. The mine is dry. Progress on this contract has been good.

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

K. H. Teague (wrb)
K. H. Teague, Geologist
U. S. Geological Survey

July 17, 1953

INTERIM REPORT

DMEA-2870 Idm-E534 (mica) GRANT LAWS MINE

OPERATOR: Blue Ridge Mica Company, Inc., 121 McIver Street, Greensboro, North Carolina.

LOCATION: 3.0 airline miles and 4.5 miles by road N 45° E of Burnsville, Yancey County, N. C. on the southwest slope of Locust Rough Mountain about 1000 feet from the summit.

Shaft sinking on this contract is in progress and is now down to 14 feet. The shaft is collared in pegmatite and material encountered to present depth consists of plagioclase feldspar, graphic granite and several bags of badly bent, cracked and broken ruby mica. All marketable feldspar is being hand cobbed and retained for future sales. The shaft has been cribbed solid to depth with 3" x 6" sawed timbers, and has been extended from the collar upward for about 10 feet, being completely enclosed with shielded manway. A trap door encloses the top of the working compartment, which is lined, and when closed is used as the dump and gravity loader for hoisted muck. A gasoline-powered hoist and a 105 c.f.m. air compressor is on the job and in use. Recently a tool and storage shed, 10' x 15', and powder and detonator magazines have been constructed. Several safety suggestions were made during this visit. Progress on this project is satisfactory.

L. E. Shirley

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

K. H. Teague

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

June 29, 1953

INTERIM REPORT

DMEA-2870 Idm-E534 (mica) GRANT LAWS MINE

OPERATOR: Blue Ridge Mica Company, Inc., 121 McIver Street, Greensboro, North Carolina

LOCATION: 3.0 airline miles and 4.5 miles by road N 45° E of Burnsville, Yancey County, N. C. on the southwest slope of Locust Rough Mountain about 1000 feet from the summit.

This project began work on June 16, 1953. Shaft sinking has just begun, most of the time having been spent in getting equipment and timber on the job. A hoisting frame, consisting of 3 large round poles, has been erected as a tripod. The shaft is 5' x 7' in cross section and has been collared and cribbed to about 4 feet with 3" x 6" sawed oak timbers. A track has been lain for about 50 feet and a mine car installed. Material removed has been mica schist.

A general discussion was held with the operator and foreman concerning safe operations and monthly reports. Progress to date on this contract has been good.

L. E. Shirley

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

K. H. Teague

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

June 18, 1953

C
O
P
Y

DEFENSE MINERALS EXPLORATION ADMINISTRATION

KNOXVILLE 2 TENN.

JUNE 15, L(%#

Memorandum

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

From: ExecutiveOfficer, D M E A - Region VII

Subject: Signed Contracts.

Transmitted herewith are three signed copies each of the following contracts:

Idm-E542, DMEA-2861, Dave Wise, Ray Wise and Sam L. Phillips (Mica)
Idm-E534, DMEA-2870, Blue Ridge Mica Co. Inc. (Mica)

The customary distribution of the contracts has been made.

(Sgd.)

Robert A. Laurence

CAC
6/17

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

June 4, 1953

Mr. L. A. Coffey, Vice Pres.
Blue Ridge Mica Co. Inc.,
121 McIver Street
Greensboro, N. C.

Re: DMEA-2870, Idm-1534 (mica)
Grant Laws Prospect

Dear Mr. Coffey:

Your letter of June 2, inquiring about the status of the subject exploration contract was received today.

On June 1, we sent Mr. Hancock six copies of the contract for his signature, so presumably they have been received by this time. Work may begin at any time after the contract has been signed.

Very truly yours,

Robert A. Laurence,
Executive Officer, DMEA
Region 7

RAL/mm

cc:
Beck
Opr. Com.
Lynch
Files

FILE COPY
SURNAME:

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

600

MAY 28 1953

Feitler
Selfridge

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

Subject: Docket No. DMEA-2870 - Mica
Blue Ridge Mica Co., Inc.
Grant Lava Prospect
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, insert the time for starting and completing the work in Article 3 of the contract and present it to the Operator for his approval and signature. The "Guaranty" form attached to the contract is to be signed by the three individuals whose names appear at the bottom. Please explain to the Operator that the contract, when executed, is a firm commitment under the terms of which he is obligated to complete the work outlined at the agreed unit cost. 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,

George C. Selfridge

Chairman, Operating Committee

Approved:

J. H. Hedges

Member, Bureau of Mines

A. R. Kinkel, Jr.

Member, Geological Survey

SAFeitler:gad 5/27/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg
Mr. Houk

Enclosures 6

FILE COPY
SURNAME:

Kane
Rubin

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

140

May 25, 1953

n. s. in R. v R.

Memorandum

To: The Administrator
Through: Mr. L. G. Houk

From: Chief Counsel

Subject: Blue Ridge Mica Company, Inc., Docket No. DMEA-2870 - Mica

There is attached, in satisfactory legal form for execution, a contract covering the above-described project, subject to the attachment of the Owner's Consent to Lien. If the Owner's Consent to Lien is waived, the attached Guaranty must be signed and, in Article 2 (b), the words "Owner's Consent to Lien" should be changed to read "Guaranty of Austin F. Hancock, Austin F. Hancock, Jr., and Lynn A. Coffee."

/s/ AEKane
for J. L. Hofflund
Chief Counsel

Attachments

AEKane:ep

Copy to: Mails & Files
Mr. Hofflund
Mr. Kane
Chron.

FILE COPY
SURNAME:

Feitler
Houk

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

May 26, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Waiver of MF-203 - Docket No. DMMA-2870 - Mica
Blue Ridge Mica Company, Inc.
Grant Laws Mine
Yancey County, North Carolina

Recommendation: It is recommended that the Administrator waive the Owner's Consent to Lien in this case.

Data and conclusions:

The applicant, a corporation, is unable to obtain an Owner's Consent to Lien and has requested that it be waived. The officers have submitted financial statements and indicate that they are personally willing to guaranty royalty payments.

Financial statements submitted by the three officers indicate net worths as follows:

12/31/52	Austin F. Hancock, Pres.	$ 82,328.57
5/1/53	Austin F. Hancock, Jr., V.P.	79,866.00
5/2/53	L. A. Coffey, V.P.	20,000.00
	Total	$182,194.57

The estimated cost of the project is $7,500.00 and Government participation, at 90%, is $6,750.00. On the basis of their aggregate net worth, the Nonmetallic Minerals Division recommends waiving of Owner's Consent to Lien, provided the personal guarantee is executed with the contract.

Stanley A. Feitler
Nonmetallic Minerals Division

SAFeitler:fls 5/26/53
Copy to: Admr. R. File
Docket File
Mr. Houk

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

May 26, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Waiver of MF-203 - Docket No. DMEA-2870 - Mica
Blue Ridge Mica Company, Inc.
Grant Laws Mine
Yancey County, North Carolina

Recommendation: It is recommended that the Administrator waive the Owner's Consent to Lien in this case.

Data and conclusions:

The applicant, a corporation, is unable to obtain an Owner's Consent to Lien and has requested that it be waived. The officers have submitted financial statements and indicate that they are personally willing to guaranty royalty payments.

Financial statements submitted by the three officers indicate net worths as follows:

12/31/52	Austin F. Hancock, Pres.	$ 82,328.57
5/1/53	Austin F. Hancock, Jr., V.P.	79,866.00
5/2/53	L. A. Coffey, V.P.	20,000.00
	Total	$182,194.57

The estimated cost of the project is $7,500.00 and Government participation, at 90%, is $6,750.00. On the basis of their aggregate net worth, the Nonmetallic Minerals Division recommends waiving of Owner's Consent to Lien, provided the personal guarantee is executed with the contract.

Stanley A. Feitler

Stanley A. Feitler
Nonmetallic Minerals Division

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

600

May 26, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Waiver of MF-203 - Docket No. DMEA-2870 - Mica
Blue Ridge Mica Company, Inc.
Grant Laws Mine
Yancey County, North Carolina

Recommendation: It is recommended that the Administrator waive the Owner's Consent to Lien in this case.

Data and conclusions:

The applicant, a corporation, is unable to obtain an Owner's Consent to Lien and has requested that it be waived. The officers have submitted financial statements and indicate that they are personally willing to guaranty royalty payments.

Financial statements submitted by the three officers indicate net worths as follows:

12/31/52	Austin F. Hancock, Pres.	$ 82,328.57
5/1/53	Austin F. Hancock, Jr., V.P.	79,866.00
5/2/53	L. A. Coffey, V.P.	20,000.00
	Total	$182,194.57

The estimated cost of the project is $7,500.00 and Government participation, at 90%, is $6,750.00. On the basis of their aggregate net worth, the Nonmetallic Minerals Division recommends waiving of Owner's Consent to Lien, provided the personal guarantee is executed with the contract.

Stanley A. Feitler
Nonmetallic Minerals Division

UNITED STATES 140
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

May 25, 1953

Memorandum

To: The Administrator
Through: Mr. L. G. Houk

From: Chief Counsel

Subject: Blue Ridge Mica Company, Inc., Docket No. DMEA-2870 - Mica

There is attached, in satisfactory legal form for execution, a contract covering the above-described project, subject to the attachment of the Owner's Consent to Lien. If the Owner's Consent to Lien is waived, the attached Guaranty must be signed and, in Article 2 (b), the words "Owner's Consent to Lien" should be changed to read "Guaranty of Austin F. Hancock, Austin F. Hancock, Jr., and Lynn A. Coffee."

for J. L. Hofflund
Chief Counsel

Attachments

UNITED STATES
DEPARTMENT OF THE INTERIOR 140
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

May 25, 1953

Memorandum

To: The Administrator
Through: Mr. L. G. Houk

From: Chief Counsel

Subject: Blue Ridge Mica Company, Inc., Docket No. DMEA-2870 - Mica

There is attached, in satisfactory legal form for execution, a contract covering the above-described project, subject to the attachment of the Owner's Consent to Lien. If the Owner's Consent to Lien is waived, the attached Guaranty must be signed and, in Article 2 (b), the words "Owner's Consent to Lien" should be changed to read "Guaranty of Austin F. Hancock, Austin F. Hancock, Jr., and Lynn A. Coffee."

/s/ A Clare
for J. L. Hofflund
Chief Counsel

Attachments

dmca 2870

SMITH, SAPP, MOORE & SMITH
ATTORNEYS AND COUNSELLORS AT LAW
SUITE 700 JEFFERSON STANDARD BUILDING
GREENSBORO, N. C.

JULIUS C. SMITH
ARMISTEAD W. SAPP
BEVERLY C. MOORE
McNEILL SMITH
HARRELL POPE
JULIUS C. SMITH, III
BYNUM M. HUNTER
BRAXTON SCHELL
STEPHEN P. MILLIKIN
ALICE N. WATKINS

TELEPHONE 3-8265
P. O. BOX 868

May 20, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
MAY 21 1953

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

Re: Blue Ridge Mica Company, Inc.
Greensboro, N. C.

Dear Mr. Houk:

You have been furnished the metes and bounds description of the property covered by the Grant Laws Lease and the finaincial statements of the officers of Blue Ridge Mica Company, Inc., and we trust that you can let us have your decision at an early date as to whether adequate financial responsibility has been demonstrated so as to permit the government loan to be made without the owner's consent.

Machinery and equipment is standing by at the mine ready for operation, and anything which would expedite a decision on this loan will be greatly appreciated.

Sincerely yours,

SMITH, SAPP, MOORE & SMITH

Harrell Pope

Hp/d
cc Mr. Austin F. Hamock, Sr.
Mr. Austin F. Hancock, Jr.
Mr. L. A. Coffey

JOHN C. PAIGE & CO., INC.
INSURANCE BROKERS
111 BROADWAY
NEW YORK 6, N.Y.

ESTABLISHED 1876

AFFILIATION
OBRION, RUSSELL & CO.
BOSTON

40 BROAD STREET
BOSTON

477 CONGRESS STREET
PORTLAND

3275 WILSHIRE BOULEVARD
LOS ANGELES

TELEPHONE: BARCLAY 7-5540 CABLES: PAIGEBOW, N. Y.

Dwell 2870

Mr. Hutton

May 5th, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 6 1953

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

Dear Mr. Houk:- Re: Blue Ridge Mica Company
Greensboro, N. C.

Supplementing Mr. Harrell Pope's letter of May 4th to you, I enclose financial statement of myself and wife.

With my thanks,

Very truly yours,

A. F. Hancock, Jr.

AFH,Jr/k
cc: Mr. Harrell Pope
Mr. A. F. Hancock, Sr.
Mr. Lynn Coffey

FINANCIAL STATEMENT
As of May 1st, 1953

ASSETS

Cash in Bank	$ 1,112.00
Commission credit John C. Paige & Co. Inc.	1,930.00
Commissions in process	1,300.00
Value of renewals on books per contract with	
John C. Paige & Co. 6 months 1953	5,000.00
" " 1954	28,000.00
" " 1955	17,000.00
Cash value of Term Life Insurance Policies	265.00
Property 38 Woodmere Lane, Tenafly, N. J.	19,200.00
1952 Oldsmobile Holiday	3,200.00
Appraised value of jewelry	3,550.00
Appraised value of Furs	5,338.00
Appraised value of Silverware	800.00
Appraised value all other personal property	9,700.00
	$ 96,395.00

LIABILITIES

Mortgage 38 Woodmere Lane, Tenafly, N. J.	$ 14,400.00
Chattel Mortgage on car	1,704.00
Accounts payable	425.00
	$ 16,529.00

Net Worth	$ 79,866.00

INCOME

Average last 5 years	$ 12,000.00 +

I hereby certify and swear that the above is a true and valid statement of financial status of Austin F. Hancock, Jr. and Liesbeth D. Hancock. (wife)

Austin F. Hancock Jr.

Subscribed and sworn to before me
this 5th day of May, 1953

Harold A. Rigoulot
Notary Public

HAROLD A. RIGOULOT
Notary Public, State of New York
No. 30-6294550
Qualified in Nassau County
Certs. filed in the following offices:
County Clerk: New York County
Register: New York County
Term Expires March 30, 1955

SMITH, SAPP, MOORE & SMITH
ATTORNEYS AND COUNSELLORS AT LAW
SUITE 700 JEFFERSON STANDARD BUILDING
GREENSBORO, N. C.

JULIUS C. SMITH
ARMISTEAD W. SAPP
BEVERLY C. MOORE
McNEILL SMITH
HARRELL POPE
JULIUS C. SMITH, III
BYNUM M. HUNTER
BRAXTON SCHELL
STEPHEN P. MILLIKIN
ALICE N. WATKINS

TELEPHONE 3-8265
P. O. BOX 868

DMEA-2470
m. + letter

May 4, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 5 1953

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

V. P.

Dear Mr. Houk:

Enclosed are the financial statements of Blue Ridge Mica Company, Inc. and L. A. Coffey and wife, Hazel B. Coffey. We are sending a copy of this letter to Austin F. Hancock, Jr. asking him to send his statement direct to you. Upon its receipt you will have all of the statements required, and we would appreciate your decision on the loan at the earliest possible date.

Sincerely yours,
SMITH, SAPP, MOORE & SMITH

Harrell Pope

HP/d
cc Mr. Austin F. Hancock, Jr.
enc.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 5 1953

~~JEFFERSON STANDARD LIFE INSURANCE COMPANY~~
~~GREENSBORO, NORTH CAROLINA~~

~~MORTGAGE LOAN DEPARTMENT~~

L. A. Coffey and wife, Hazel B. Coffey

INDIVIDUAL FINANCIAL STATEMENT

(If operating a business, please ignore this statement and furnish complete operating and financial statement)

ASSETS			LIABILITIES		
Cash on hand and in bank	2600	00	Accounts Owing (Open)	900	00
Accounts			Notes Payable (Unsecured)	1000	00
Notes (Open)			Notes Payable (Secured)		
Notes (Secured)	1000	00	Judgments		
Personal Property			Mortgages (List on reverse side)	9500	00
Real Estate (List on reverse side)	25000	00	Chattel Mortgages	500	00
Other assets (Itemize)			Other indebtedness (Itemize)		
1952 Dodge automobile	1600	00			
household furniture	1500	00			
cash surrender value of					
life insurance	200	00			
			TOTAL LIABILITIES	11,900	00
			NET WORTH	20,000	00
TOTAL	31,900	00	TOTAL	31,900	00

INCOME

Salary		
Net Investment Income		
Income All Other Sources		
TOTAL		

(I) or (We) certify the above is a true and accurate statement of (My) or (Our) financial condition as of this date. ~~This statement is given in confidence to induce the Jefferson Standard Life Insurance Company to approve the mortgage loan application to which this statement is attached.~~

Signed this 2nd day of May 1953

L. A. Coffey

2293 25M 8-52 FH

(OVER)

LIST OF REAL ESTATE OWNED AND REFERRED TO ON OPPOSITE PAGE

Description or Street No.	Dimensions or Acres	Improvements Consist of	Original Cost	Date Purchased	Present Value	Assessed Value	Mortgages or Liens	Due Dates Amount Payments
TOTALS								

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 5 1953

~~JEFFERSON STANDARD LIFE INSURANCE COMPANY~~
~~GREENSBORO, NORTH CAROLINA~~

~~MORTGAGE LOAN DEPARTMENT~~

Blue Ridge Mica Co., Inc.

INDIVIDUAL FINANCIAL STATEMENT

(If operating a business, please ignore this statement and furnish complete operating and financial statement)

ASSETS			LIABILITIES		
Cash on hand and in bank	216	47	Accounts Owing (Open)		
Accounts			Notes Payable (Unsecured)		
Notes (Open)			Notes Payable (Secured)		
Notes (Secured)			Judgments		
Personal Property			Mortgages (List on reverse side)		
Real Estate (List on reverse side)			Chattel Mortgages	500	00
Other assets (Itemize)			Other indebtedness (Itemize)		
Grant Laws leasehold	1,000	00			
Penland leasehold	3,000	00			
1951 Willys Jeep	1600	00			
unsold mica on hand	2,000	00			
air compressor + jack hammer	900	00	Capital Stock: 310 shares $10.00 Preferred stock	$ 3,100	00
			6,600 shares of common stock	5016	47
			TOTAL LIABILITIES	500	00
			NET WORTH	$ 116	47
TOTAL	$ 8,616	47	TOTAL	$ 616	47

INCOME

Salary		
Net Investment Income		
Income All Other Sources		
TOTAL		

(I) or (We) certify the above is a true and accurate statement of (My) or (Our) financial condition as of this date. ~~This statement is given in confidence to induce the Jefferson Standard Life Insurance Company to approve the mortgage loan application to which this statement is attached.~~

Signed this 2nd day of May 1953

Blue Ridge Mica Company, Inc.
by L. A. Coffey
Vice-President

2293 25M 8-52 FH

(OVER)

LIST OF REAL ESTATE OWNED AND REFERRED TO ON OPPOSITE PAGE

Description or Street No.	Dimensions or Acres	Improvements Consist of	Original Cost	Date Purchased	Present Value	Assessed Value	Mortgages or Liens	Due Dates Amount Payments
TOTALS								

SMITH, SAPP, MOORE & SMITH
ATTORNEYS AND COUNSELLORS AT LAW
SUITE 700 JEFFERSON STANDARD BUILDING
GREENSBORO, N.C.

JULIUS C. SMITH
ARMISTEAD W. SAPP
BEVERLY C. MOORE
McNEILL SMITH
HARRELL POPE
JULIUS C. SMITH, III
BYNUM M. HUNTER
BRAXTON SCHELL
STEPHEN P. MILLIKIN
ALICE N. WATKINS

TELEPHONE 3-8265
P. O. BOX 868

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 4 1953

May 1, 1953

Mr. Lawrence G. Houk, Chief
Nonmetallic Mineral Division
U. S. Department of the Interior
Defense Minerals Exploration Administration
Washington 25, D. C.

Re: Docket No. DMEA-2870 - Mica
Grant Laws Prospect
Yancey County, North Carolina

Dear Mr. Houk:

Enclosed is the financial statement of Austin F. Hancock and wife, Mary H. Hancock. Mr. Hancock is President of Blue Ridge Mica Company. This statement is submitted in compliance with your letter of April 7. The financial statements of the other officers, Mr. L. A. Coffey and Austin F. Hancock, Jr. and the statement of the corporation will be forwarded within a few days.

Please let me have a copy of the form of assumption of financial responsibility which these officers will be expected to execute.

/ your letter of April 29 forwarding this form to Mr. Hancock has been received — HP

Sincerely yours,

SMITH, SAPP, MOORE & SMITH

Harrell Pope

Harrell Pope

HP/d
enc.

803 TRAVIS BUILDING
PHONE FANNIN 6674

BUSINESS CONSULTANT
TAX CONSULTANT

AUDIT SERVICE COMPANY
ACCOUNTING SYSTEMS
Complete Tax Service
SAN ANTONIO 5, TEXAS

April 20,1953

Mr. Austin F. Hancock
Menger Hotel
San Antonio,5 Texas

Dear Sir:

In compliance with a letter from the Department of the Interior, D.E.M.A.@, Washington D.C. and as requested by you, we have prepared a financial statement of the personal holdings for yourself and for Mrs Mary H. Hancock.

We have not included the venture capital paid into the building-up of the Blue Ridge Mica Co. Inc. of Greensboro ,North Carolina.

After a rough inventory and value estimate the furniture,silver,antique items and automobile we have approximated this amount at $10.000.00.

All data and figures were obtained from your books of record forthe years 1951 & 1952,with the exception of AT&T stock ,which was obtained from a local stock exchange broker.

Very truly yours
Audit Service Company

G/s

J.A.Gregoor, P.A.

Austin F. & Mary H. Hancock
Menger Hotel
San Antonio Texas

Financial Statements for years 1951 and 1952, as of December 31.

	1951	1952
Assets:		
Cash on Hand & in Banks.	$ 2,098.50	$ 2,466.07
90 shs Com. AT&T	14,580.00	14,310.00
Total Current Assets	$ 16,678.50	$ 16,776.07
Real Estate:		
First Mortages,	12,166.50	11,109.50
Acreage, Moorehead Twsp. Guilford Co. No. Car.	61,800.00	45,000.00
Other Assets:		
Paid up Legal Reserve Insurance. Balance equity cash value (apx. min.)	9,693.00	10,693.00
Total Assets	$100,338.00	$ 83,578.57
Liabilities:		
Accounts & Notes Payable	$ 1,850.00	$ 1,250.00
No other liabilities		
Net Worth.	98.488.00	82,328.57
Total Liabilities	$100,338.00	$ 83,578.57
Approximate value personal property	$10,000.00	10,000.00
Annual Income: Pensions, Gifts, Dividends, Mtge. payments and interest, and land sales.	11,750.00	18,368.04
Rent & Average living costs. Approximation for twelve months	7,500.00	7,500.00
	++++++++++++++	++++++++++

Mr. Beatty

5/27/53

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

(mica)

DMEA-2870, GRANT LAWS MINE
Y ancey County, N. C.

By

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

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

Reviewed by
DMEA OPERATING COMMITTEE

3-27-53
(date)

March 19, 1953

Field Examination Report on

DMEA-2870, Grant Laws Mine, (mica)

Applicant: Blue Ridge Mica Company, Inc. c/o Miss Kate A. Renn
121 McIver Street, Greensboro, N. C.

Past work has been conducted along a zone 250 feet long. Recent work has involved cutting a bench about 275 feet long in the hillside, poorly exposing the pegmatite. Some mica of strategic grade was recovered from the trench. The field examiners are of the opinion that the deposit has possibilities for producing strategic mica; therefore, we recommend that exploration assistance be granted.

The mine was examined on March 11, 1953. The following individuals accompanied the field examiners on the examination: Austin F. Handcock, Jr., Lynn A. Coffey, Messrs. Angel (brothers) and Mr. Thomas. The examination required three hours.

The Grant Laws mica mine is located 3.0 airline miles and 4.5 miles by road N. 45° E. of Burnsville, Yancey County, N. C. The mine is on the southwest slope of Locust Rough Mountain, about 1,000 feet from the summit. Access to the mine is possible at all seasons of the year via 4-wheel drive jeep and during dry weather by a regular pick-up truck.

The Blue Ridge Mica Company, Inc., has no mining experience; however, their foreman, Mr. Thomas, has mined mica or feldspar most of his life. It would appear that the Applicant is financially competent and that the foreman is capable of conducting the proposed exploration.

Ownership and property rights are covered by the application. Sufficient area is covered by the lease to provide adequate working space for the proposed project.

There are no surface facilities on the property. The old pits have been removed by the recent trenching. At present the workings consist of a bulldozer cut about 40 feet wide and 275 feet long. The up-hill side of the cut is 30 feet deep. About 20 feet south of the south end of the trench, two 10-foot pits on the pegmatite occur. No openings deeper than the trench are present.

The pegmatite, enclosed conformably by semi-weathered hornblende gneiss, trends N-S and dips from near vertical to steeply eastward. It appears to range in thickness from 4 to 8 feet, being somewhat lenticular in shape. The pegmatite is composed of coarse plagioclase, lenticular

quartz pods, and mica. Exposures are too poor to permit determination of relationship of the various minerals.

Mica scattered around the mine is hard, generally flat, ruby colored, and splits well. The main defect is ruling and "A" structure. It appears to be of strategic grade.

History of past activity, except for the recent work by the applicant is not known. There has never been an extensive operation on this mine and there appears to be no records of any past production.

The applicants proposed program of exploration is not clear, except that additional trenching is planned. Further bulldozer work at this place is unnecessary. The field examiners are of the opinion that the best method to explore the deposit is to sink a 65-foot vertical shaft, collored on the pegmatite, and from about the 60-foot level drive approximately 115 feet of crosscut and drifts to explore the mica content on that level (position of the recommended work is shown on the attached sketch).

Estimated Cost:

65-foot 5' x 7', 2-compartment shaft @ $40/ft.	$2,600.00
Mine timber, 65 ft. @ $10/ft.	650.00
10' x 15' tool house	200.00
115 ft. 6' x 7' drifts or crosscut @ $35/ft.	4,025.00
Estimated Total Cost.....	$7,475.00

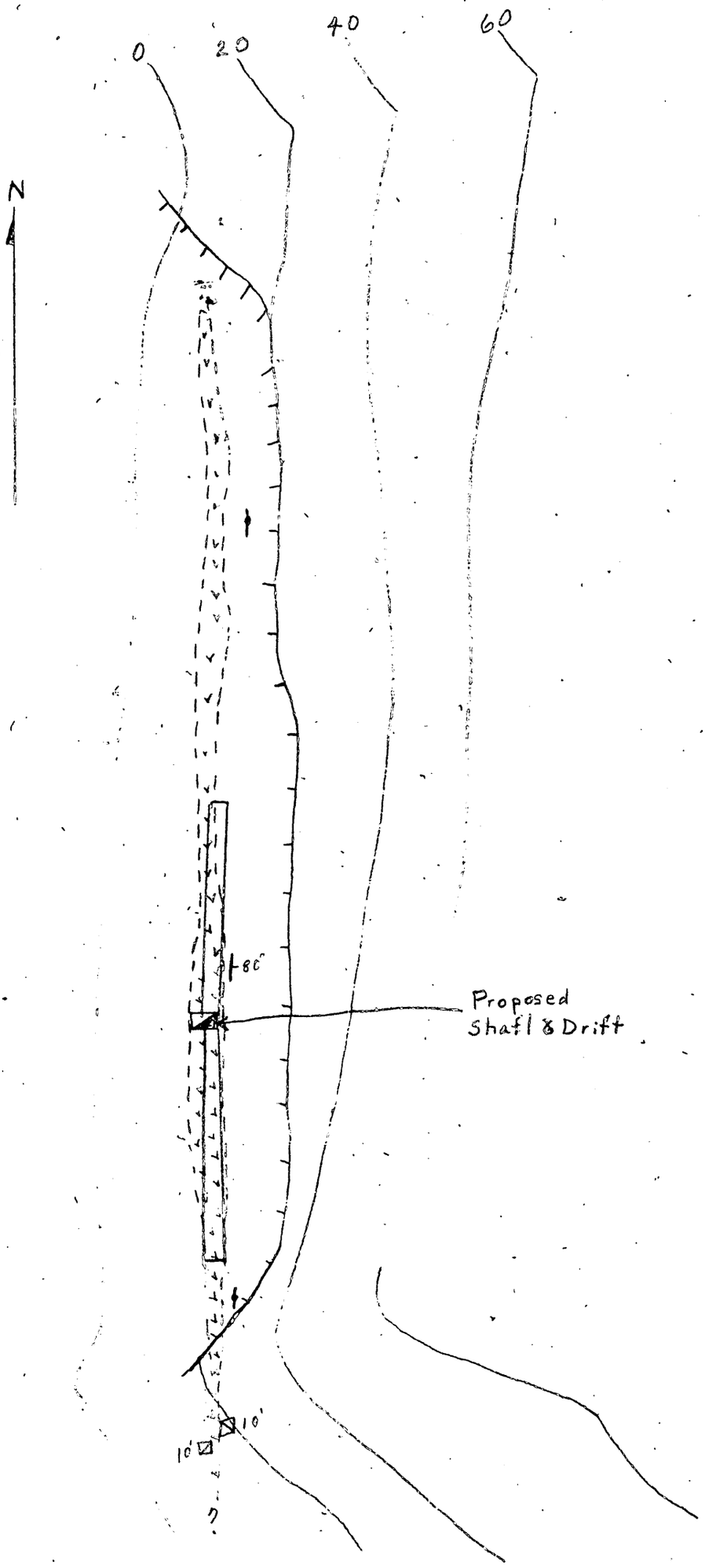
Estimated time required- 5 months

March 19, 1953

K. H. Teague, USGS

L. E. Shirley, USBM

zm



Sketch of
Grant Laws Mine
Yancey Co., N.C.

0 40' 80'

DMEA-2870 (mica)

DMEA 2870

Blue Ridge Mica Co., Inc.

Grant Laws Mine

Section Through Shaft

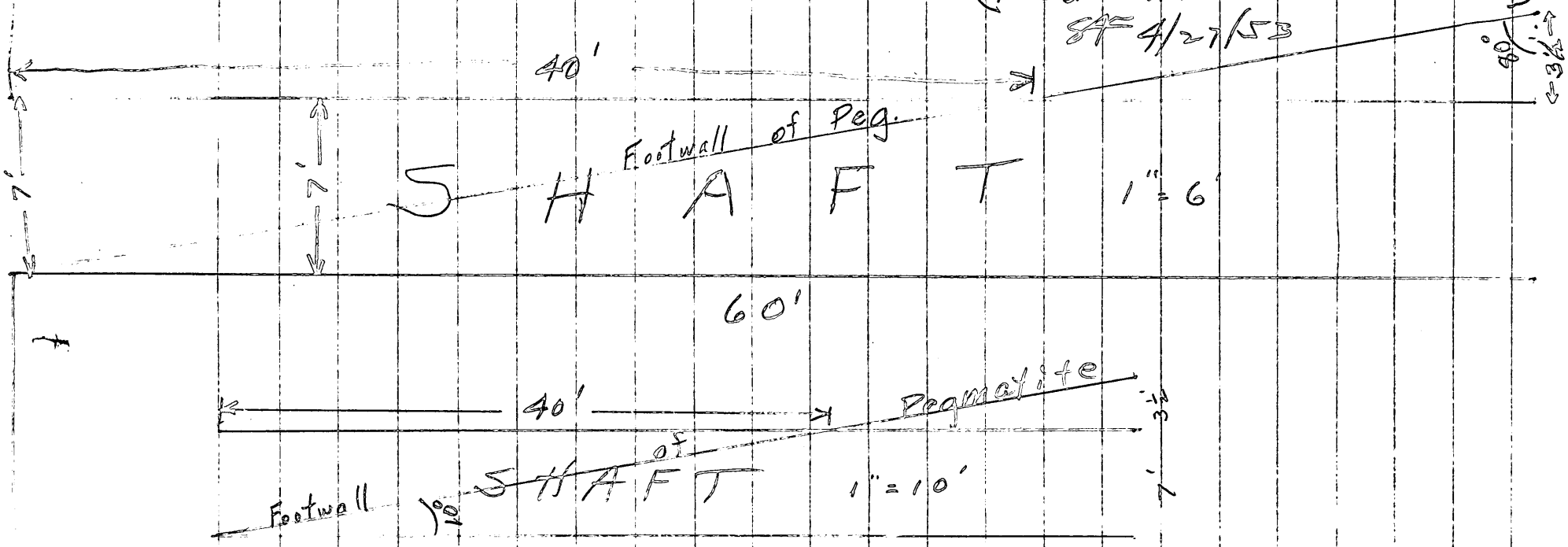
Showing Relationship

to Pegmatite Dipping

80°

(Field Team Recommendation)

SF 4/27/53



FILE COPY
SURNAME:

Feitler
Houck
Pope
Jackson
Mitchell

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

600

APR 29 1953

Mr. Austin F. Hancock, President
Blue Ridge Mica Company, Inc.
121 McIver Street
Greensboro, North Carolina

Re: Docket No. DMMA-2370 - Mica
Grant Laws Prospect
Yancey County, North Carolina

Dear Mr. Hancock:

Mr. Harrell Pope's letter of April 20, 1953, transmitting a copy of the metes and bounds description of the property covered by the Grant Laws Lease, has been received.

No standard form for a statement of financial responsibility has been prepared. The financial information as requested in our letter of April 7, 1953, prepared in any convenient form, should suffice. A copy of the exploration contract form and the personal guaranty of royalty payments are enclosed for your information.

If the other officers demonstrate adequate financial responsibility neither a financial statement or a personal guaranty of royalty payments will be required of Miss Kate Rann.

Sincerely yours,

SIGNED

S.N. 4-29-53

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

Enclosures 2

SAFeitler:gad 4/28/53
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

Mr. Fritler

SMITH, SAPP, MOORE & SMITH
ATTORNEYS AND COUNSELLORS AT LAW
SUITE 700 JEFFERSON STANDARD BUILDING
GREENSBORO, N.C.

JULIUS C. SMITH
ARMISTEAD W. SAPP
BEVERLY C. MOORE
MCNEILL SMITH
HARRELL POPE
JULIUS C. SMITH, III
BYNUM M. HUNTER
BRAXTON SCHELL
STEPHEN P. MILLIKIN
ALICE N. WATKINS

TELEPHONE 3-8265
P. O. BOX 868

April 20, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 22 1953

Mr. Lawrence G. Houk, Chief
Nonmetallic Minerals Division
U. S. Department of the Interior
Defense Minerals Exploration Administration
Washington 25, D. C.

Dear Mr. Houk:

Re: Docket No. DMEA-2870-Mica
Grant Laws Prospect
Yancey County, North Carolina

Your letter of April 7 to Austin F. Hancock has been referred to me.

Enclosed is a photostatic copy of the legal description of the property covered by the Grant Laws Lease. The deed conveying this property to Grant Laws is recorded in Book 101, page 553, Record of Deeds for Yancey County, North Carolina.

With regard to the statement of financial responsibility required when an Owner's Consent to Lien cannot be obtained, the officers of the corporation have indicated their willingness to execute such a statement, but it would be appreciated if you would forward to us copies of this form, so the exact nature of the liabilities being assumed will be known. The financial statements are being prepared and will be forwarded at the earliest opportunity.

Miss Kate Renn, who is the Secretary and Treasurer of the corporation, owns only one share of stock and it would not be fair to ask her to assume any personal liability. Please let me know if it will be necessary for her to resign as an officer of the corporation. It is contemplated that personal liability will be assumed by Austin F. Hancock, Austin F. Hancock, Jr. and L. A. Coffey and one of these three can serve as Secretary and Treasurer of the corporation if it is considered necessary.

RECEIVED
APR 29 1953
GENERAL COUNSEL
DEFENSE MINERALS
ADMINISTRATION

Sincerely yours,

SMITH, SAPP, MOORE & SMITH

Harrell Pope

HP:MMM

cc Mr. Austin F. Hancock
Mr. Austin F. Hancock, Jr.
Mr. L. A. Coffey

enc

FIRST TRACT: BEGINNING on a Chestnut on a ridge, corner of old Ray tract, and runs down the ridge S. 85 W. 13 poles to a small Dogwood; then S. 47½ W. 30 poles; then S. 63 W. 6 poles to a planted stone; then leaving the ridge North 40 poles to a rock in the Branch; then up the Branch with its meanders 43 poles to a stake in the old line; then straight with old line to the BEGINNING, containing 11 acres, be the same more or less.

BEING the same lands conveyed to William Laws and wife, Lurene Laws, by deed recorded in Book 53, page 312.

SECOND TRACT: BEGINNING on a triple Walnut and runs East up and with the meanders of the branch on the State boundary of said tract 111½ poles to a bunch of Buckeye sprouts on the North side of branch below a Spring; thence North 34 poles to the Johnston Hickory corner in or near M. P. Letterman's line; thence with his line to a stake in the line run for Polly Anne Edwards by Jas. W. Patterson December 27, 1867; thence North with said line to the Ashe corner called for in the same; thence West 60 poles to the BEGINNING corner of said survey (Poplar now down); thence West 36 poles to a White Oak stump; thence to the BEGINNING, CONTAINING 36 ACRES, MORE OR LESS.

AND BEING the same lands conveyed to L. M. Laws and wife, Roney Laws, by Deed recorded in Book 55, page 244.

THIRD TRACT: BEGINNING on a Locust at or near Wm. Laws' line and runs North with a conditional line made between M. P. Letterman and Ivan Laws to a Water Oak near a spring and John Edwards' line; then with John Edwards' line to Wm. Laws' line; then with said line to the BEGINNING, containing Two acres, be the same more or less.

AND BEING the same lands conveyed to Wm. Laws and wife by deed recorded in Yancey County Deed Book 58, page 65.

FOURTH TRACT: BEGINNING at a rock at the branch corner of Lot No. 1 and runs down said branch its meanders 28½ poles to a small Birch; then South 70 poles to a Buckeye in Will Ray's line; then with said line North 41½ E. 16 poles, N. 63 E. 19 poles to a planted stone, corner of Lot No. 1; then North with line of Lot No. 1 46 poles to the BEGINNING, containing 12 acres, be the same more or less.

AND BEING the same lands conveyed to Wm. Laws and wife, Laurine Laws by Deed recorded in Book 58, page 458.

FIFTH TRACT: BEGINNING on a Locust and Dogwood Wm. Laws' corner, and runs a Southeast course with a line made by and between Tom Letterman and M. P. Letterman to a rock in the old 400 acre tract; then a reverse course to top of the 1st. ridge at or near a small spring; then down the ridge to the Lecura Johnson line; then with said line to a Hickory corner, Johnson's old corner and Wm. Laws corner also; then with Wm. Laws' line to the BEGINNING, containing three acres, be the same more or less.

AND BEING the same lands conveyed to Wm. Laws by deed recorded in Yancey County Deed Book 60, page 136.

EXCEPT from the above described five tracts of land the two acre tract conveyed by Deed dated 6 June 1938 from Lurene Laws to Eva Brown, which Deed is recorded in Book 82, page 282 and reference is made to said Public Record for the exact description of said two acres.

FILE COPY
SURNAME:

Feitler

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

Mr. Austin F. Hancock, President
Blue Ridge Mica Company, Inc.
121 McIver Street
Greensboro, North Carolina

APR 7 1953

Re: Docket No. DMEA-2370 - Mica
Grant Laws Prospect
Yancey County, North Carolina

Dear Mr. Hancock:

Reference is made to the subject application for exploration assistance. J.C. 4/7/53

Please submit the metes and bounds description of the property under lease and the book and page of recording for the deed from which the description is copied.

When an Owner's Consent to Lien cannot be obtained, before entering into an exploration project contract, the Government requires the corporation, and each of its officers, to furnish financial statements reflecting their respective assets and liabilities. It is suggested that the financial statements include a reference to stocks and bonds held, average bank balances, average annual incomes over the preceding two years, and the value of any other personal or real property owned, together with their liabilities.

If the statement of financial responsibility is found adequate, each officer of the corporation will be required to sign a personal guarantee for royalties due the Government in the event a certification of discovery is made. The individual responsibility persists even though the signor may not be associated with the corporation nor have any interest in the land or part in the mining operation when the ore is mined.

Sincerely yours,

SIGNED

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

SAFeitler:gad 4/6/53
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

Mr. Dietrich

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Adm.
RECEIVED
APR 7 1953

April 7, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2870, Grant Laws Mine,
Yancey County, North Carolina

I concur in the field team's recommendation for an exploration program in the amount of $7,475.

W. F. Dietrich (ALC)

W. F. Dietrich

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 7 1953

April 7, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2870, Grant Laws Mine,
Yancey County, North Carolina

I concur in the field team's recommendation for an exploration program in the amount of $7,475.

W. F. Dietrich

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

April 7, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2870, Grant Laws Mine,
Yancey County, North Carolina

I concur in the field team's recommendation for an exploration program in the amount of $7,475.

Signed

W. F. Dietrich

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

April 7, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2870, Grant Laws Mine,
Yancey County, North Carolina

I concur in the field team's recommendation for an exploration program in the amount of $7,475.

Signed

W. F. Dietrich

IN REPLY REFER TO:

G-MD-CNM

Mr. Feitler

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

March 31, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 1 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2870 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: J. J. Norton, U. S. Geological Survey
Applicant: Blue Ridge Mica Co., Inc., c/o Miss K. A. Renn, 121 McIver Street, Greensboro, N. C.
Name of property: Grant Laws.
Location of property: 3 miles N. 45 E. of Burnsville, Yancey County, N.C.
Date of field team report: March 19, 1953.
Authorship of field team report: Teague and Shirley.
Field team's recommendation:
65 foot shaft.
115 feet of drifts and crosscuts.
Comments: Field team report indicates that very little geologic data is obtainable. Nevertheless the existence of quartz pods and sheet mica suggests the possibility that a mica shoot may be found. I am skeptical of the likelihood of success, but a small project is evidently worthwhile.
ACTION SUGGESTED:
Follow field team's recommendation.

J. J. Norton

G-MIL-CNN ER TO:

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

March 31, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration
RECEIVED
APR 1 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2870 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: J. J. Norton, U. S. Geological Survey
Applicant: Blue Ridge Mica Co., Inc., c/o Miss K. A. Renn, 121 McIver Street, Greensboro, N. C.
Name of property: Grant Laws.
Location of property: 3 miles N. 45 E. of Burnsville, Yancey County, N.C.
Date of field team report: March 19, 1953.
Authorship of field team report: Teague and Shirley.
Field team's recommendation:
65 foot shaft.
115 feet of drifts and crosscuts.
Comments: Field team report indicates that very little geologic data is obtainable. Nevertheless the existence of quartz pods and sheet mica suggests the possibility that a mica shoot may be found. I am skeptical of the likelihood of success, but a small project is evidently worthwhile.
ACTION SUGGESTED:
Follow field team's recommendation.

J. J. Norton

Norton:jeh
G-3/31/53
cc: Director's reading 4212
Branch reading 4212
DMEA 3
Norton G-228

G-MD-CNM
IN REPLY REFER TO:

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

March 31, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2870 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: J. J. Norton, U. S. Geological Survey
Applicant: Blue Ridge Mica Co., Inc., c/o Miss A. A. Renn, 121 McIver Street, Greensboro, N. C.
Name of property: Grant Laws.
Location of property: 3 miles N. 45 E. of Burnsville, Yancey County, N.C.
Date of field team report: March 19, 1953.
Authorship of field team report: Teague and Shirley.
Field team's recommendation:
65 foot shaft.
115 feet of drifts and crosscuts.
Comments: Field team report indicates that very little geologic data is obtainable. Nevertheless the existence of quartz pods and sheet mica suggests the possibility that a mica shoot may be found. I am skeptical of the likelihood of success, but a small project is evidently worthwhile.
ACTION SUGGESTED:
Follow field team's recommendation.

J. J. Norton

Norton:jeh
G-3/31/53
cc: Director's reading 4212
Branch reading 4212
DMEA 3
Norton G-228

IN REPLY REFER TO:
G-AD-CNN

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

March 31, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2870 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: J. J. Norton, U. S. Geological Survey
Applicant: Blue Ridge Mica Co., Inc., c/o Miss K. A. Renn, 121 McIver Street, Greensboro, N. C.
Name of property: Grant Laws.
Location of property: 3 miles N. 45 E. of Burnsville, Yancey County, N.C.
Date of field team report: March 19, 1953.
Authorship of field team report: Teague and Shirley.
Field team's recommendation:
65 foot shaft.
115 feet of drifts and crosscuts.
Comments: Field team report indicates that very little geologic data is obtainable. Nevertheless the existence of quartz pods and sheet mica suggests the possibility that a mica sheet may be found. I am skeptical of the likelihood of success, but a small project is evidently worthwhile.
ACTION SUGGESTED:
Follow field team's recommendation.

J. J. Norton

Norton:jeh
G-3/31/53
cc: Director's reading 4212
Branch reading 4212
DMEA 3
Norton G-228

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

March 26, 1953

Mr. A. F. Hancock
President, Blue Ridge Mica Co. Inc.,
121 Molver St.
Greensboro, North Carolina

Re: DMEA-2870, Grant Laws Prospect

Dear Mr. Hancock:

As requested in your letter of March 19, I enclose herewith 5 copies of Form MF-103, and eight copies of Owner's Consent to Lien, to be used in making the application for your property near Franklin.

I also have your letter of March 20 concerning a re-examination of the Grant Laws property (DMEA-2870). There is no need for a re-examination of this prospect, and we do not plan to make one. The report on the Grant Laws Prospect has already been forwarded to Washington for their consideration, in accordance with the recommendations of Mr. Teague and Mr. Shirley.

Very truly yours,

Robert A. Laurence
Executive Officer, DMEA
Region 7

RAL/mm
cc:
Beck
Lynch
Opr. Com.
Files

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

March 25, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 27 1953

Memorandum

To: L. G. Houk - Operating Committee, D M E A

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

Subject: DMEA-2870, Grant Laws Prospect (mica)

Attached hereto is a letter from Dover R. Fouts, Attorney, that is self explanatory.

Robert A Laurence
Robert A. Laurence

DMEA - Washington

Watson & Fouts

Attorneys at Law
Burnsville, N. C.

E. FRANK WATSON
DOVER R. FOUTS

March 23rd, 1953

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 27 1953

Dear Mr. Laurence:

IN RE: Docket No. DMEA - 2870 - Mica
Grant Laws Prospect
Yancey County, N. C.

At the request of Blue Ridge Mica Company, Inc. I herewith give you the description of the property as contained in the Grant Laws Lease. Said Lease is recorded in Deed Book 110 at page 545, Records of Deeds for Yancey County, North Carolina.

> " That tract of land located in North Carolina, in Yancey County, in Jacks Creek Township, adjoining the lands of Walter Edwards and others, and bounded as follows:
>
> Bounded on the North by lands of E. L. Briggs and John Edwards, on the East by lands of E. L. Briggs, on the South by lands of Walter Laws, on the W. by lands of Walter Edwards, containing 60 acres more or less. "

The Lease was assigned by G. B. Woody to C. M. Cooley on December 12th, 1952. C. M. Cooley assigned said Lease to Blue Ridge Mica Company, Inc. and his acknowledgement was taken on February 18th, 1953, before the Clerk of the Court of Yancey County.

If there is any further information that I can give you, please do not hesitate to call upon me.

Very truly yours,

Dover R. Fouts

Dover R. Fouts

DRF:ww
cc
Mr. Austin F. Hancock
Mr. C. O. Mithendorf

RECEIVED
MAR 25 1953
U. S. Geological Survey
Geologic Division
Knoxville, Tenn.

FOUTS & WATSON

ATTORNEYS AT LAW

BURNSVILLE, NORTH CAROLINA

March 23rd, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 24 1953

. Robert A. Laurence, Executive Officer
MEA Field Team, Region Vii
oom 13, Post Office Building
Knoxville 2, Tennessee

Dear Mr. Laurence:

IN RE: Docket No. DMEA - 2870 - Mica
Grant Laws Prospect
Yancey County, N. C.

At the request of Blue Ridge Mica Company, Inc. I herewith give you the description of the property as contained in the Grant Laws Lease. Said Lease is recorded in Deed Book 110 at page 545, Records of Deeds for Yancey County, North Carolina.

> " That tract of land located in North Carolina, in Yancey County, in Jacks Creek Township, adjoining the lands of Walter Edwards and others, and bounded as follows:
>
> Bounded on the North by lands of E. L. Briggs and John Edwards, on the East by lands of E. L. Briggs, on the South by lands of Walter Laws, on the W. by lands of Walter Edwards, containing 60 acres more or less. "

The Lease was assigned by G. B. Woody to C. M. Cooley on December 12th, 1952. C. M. Cooley assigned said Lease to Blue Ridge Mica Company, Inc. and his acknowledgement was taken on February 18th, 1953, before the Clerk of the Court of Yancey County.

If there is any further information that I can give you, please do not hesitate to call upon me.

Very truly yours,

Dover R. Fouts

Dover R. Fouts

DRF:ww
cc
Mr. Austin F. Hancock
Mr. C. O. Mithendorf

BLUE RIDGE MICA COMPANY, Inc.

A North Carolina Corporation

121 McIver Street — Phone 2-2707

GREENSBORO, NORTH CAROLINA

OFFICERS

AUSTIN F. HANCOCK
President

LYNN A. COFFEY
Vice-President

A. F. HANCOCK, JR.
Vice-President

C. M. COOLEY, *Vice-President*
General Supt. of Mines

KATE A. RENN
Secretary-Treasurer

Address
MINING OPERATIONS
Post Office Box 71
BURNSVILLE, NORTH CAROLINA

March 20, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 23 1953

Mr. C.O. Mithendorf, Administrator,
U S Department of Interior, Defense Minerals Exploration
Washington, 25, D.C.

Dear Mr. Mithendorf:

We do appreciate your letter of March 18th, as well as your promptness pertaining to docket DMEA -2870 - Mica, Grant Laws prospect, Yancey County, N.C.

We have complied with your request through Mr. Laurence, of Knoxville, and will supply him with the information requested through our attorney, Mr. D.A. Fouts, at the earliest possible date. Mr. Fouts lives in Burnsville, N.C., and has the original leases, together with the assignments and dates from C.M. Cooley to the Blue Ridge Mica Co. These assignments are also recorded in the Register of Deeds office in Burnsville,N.C.

Again thanking you for your promptness, we remain

Sincerely yours,

Austin F. Hancock

President

AFH:r

March 20, 1953

Mr. Robert A. Laurence, Executive Officer,
Room 13, Post Office Building,
Knoxville, Tenn.

Dear Mr. Laurence: Re: Docket No. D.EA-2870 - Mica
Grant Laws Prospect
Yancey County, North Carolina

Enclosed is a copy of letter we received today from your Washington office.

We would like to have Angle Brothers present when your representative does visit Burnsville for re-examination. Won't you please notify Mr. C.S. Angle, Kermersville, N.C., when it will be convenient for him to meet your representative. You can reach Mr. Angle by telephone, collect, at either 33582 or 3-207, Kermersville, N.C.

The party we have suggested to handle the under ground mining, in conjunction with Angle Brothers is Mr. Elmer Thomas, of Burnsville, N.C. He can be reached in care of Mr. L.A. Foute, Attorney, Burnsville, N.C.

We very much appreciate the prompt action given the application in Washington.

Sincerely,

Blue Ridge Mica Co. Inc.,

AFH:r

A. F. Hancock,
President

COPY

FILE COPY
SURNAME:

Feitler
Heck
Lemmon
Selfridge

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

MAR 1 8 1953

Miss Kate A. Mann, Secretary-Treasurer
Blue Ridge Mica Company, Inc.
121 McIver Street
Greensboro, North Carolina

Re: Docket No. DMEA-2670 - Mica
Grant Laws Prospect
Yancey County, North Carolina

Dear Miss Mann:

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

The Regional Office will contact you at an early date in regard to the examination of your property. Any assistance that you may give the members of the field team in the examination will be appreciated.

Please submit the metes and bounds description of the property together with the book and page of recording and the date of the lease assignment from C. M. Cooley to the Blue Ridge Mica Company.

Sincerely yours,

C. O. Mittendorf

Administrator

CAFeitler:gad 3/17/53
Copy to: Admr. R. File
Docket File
Operating Committee
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Heck

3/18

FILE COPY
SURNAME:

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

600

Feitler
Houk
Selfridge

MAR 18 1953

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

Subject: Docket No. DMEA-2870 - Mica
Blue Ridge Mica Co., Inc.
Grant Laws Prospect
Yancey County, North Carolina

Dear Mr. Laurence:

Please arrange for a field examination of the subject mine and submit a report and your recommendation for the disposition of this application.

Two copies each of memoranda from the Geological Survey and the Bureau of Mines are enclosed.

Credit information on the corporation and its officers should be obtained to serve as a basis for accepting guarantees in lieu of Owner's Consent to Lien.

Sincerely yours,

George C. Selfridge (JHB)

Chairman, Operating Committee

DE 3/18

Approved:

J. H. Hedges (JHB)

Member, Bureau of Mines

D. M. Lemmon (JHB)

Member, Geological Survey

Enclosures 4

SAFeitler:gad 3/17/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Houk

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 2 1953

February 27, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2870, Mica, Grant Laws Mine,
Yancey County, North Carolina

The applicant's proposal to explore the mineral property appears worthy of consideration. Samples have been classed at the Spruce Pine Depot as ruby mica acceptable under the present Government mica purchasing program. A field team investigation is recommended.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:
G-MD-CNM

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 1 3 1953

February 13, 1953

Memorandum

REVIEW OF APPLICATION DMEA-2870 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: R. E. Van Alstine, U. S. Geological Survey
Applicant: A. F. Hancock, Jr., Blue Ridge Mica Co., Inc., 121 McIver St., Greensboro, North Carolina.
Name of property: Grant Laws mine.
Location of property: 4½ miles northeast of Burnsville, Yancey County, North Carolina.
Estimated cost of project: $22,700.56.
Summary of applicant's proposal: Bulldozing and hand trenching of pegmatites already partly explored by bulldozing.
Sources of information on applicant's property: None; however, we do have information on a Laws mine on the Walt Laws property, which joins the Grant Laws property on the south. Applicant evidently was assigned lease to Grant Laws property and not the Walt Laws property.
RECOMMENDATION: Field examination.

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

COPY COPY

Spruce Pine, North Carolina

February 2, 1953

Mr. Robert A. Laurence
Executive Officer, IMA
Room 13, Post Office Building
Knoxville 2, Tennessee

Dear Mr. Laurence:

Mr. Austin F. Hancock, Jr., of the Blue Ridge Mica Mining Company of Greensboro, North Carolina, has today presented samples of mica from a prospect on Mr. Grant Laws' property in Yancey County.

We find this mica to be of good ruby quality and with proper preparation, will be acceptable on the present government mica purchasing program.

Yours Very truly

s/ W. S. Flynt, Superintendent
Spruce Pine Mica Depot.

C
O
P
y

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 2870
Metal or Mineral
Date Received 2-5-53
Estimated Cost
Participation (Government %)

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: BLUE RIDGE MICA & ORPANY, INC. 171 MINOR TRUST Greensboro, 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 property 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

(*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 MICA

(*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 AT ONCE days and be completed within 3 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 [X] 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 February 2nd, 1953

BLUE RIDGE MICA COMPANY INC.
(Applicant)

By [signature]

VICE PRESIDENT.

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

ANSWERS TO QUESTIONS ON FORM S.S. 103

UNITED STATES DEPARTMENT OF INTERIOR

BLUE RIDGE MICA CO., INC.
121 McIver Street
Greensboro, N. C.

Question No. 1 (a): As answered an application.

Question No. 1 (b): A corporation organized under the laws of the State of North Carolina.

Question No. 1 (c): The officers are as follows:

Austin F. Hancock, President
Menger Hotel, San Antonio, Texas

Austan F. Hancock, Jr. Vice President
111 Broadway, New York City

Lynn A. Coffey, Vice President
Route #9, Box 877, Greensboro, N. Carolina

C. M. Cooley, Vice President
Box 71, Burnsville, N. Carolina

Kate A. Renn, Sec-Treasurer
121 McIver Street, Greensboro, N. Carolina

Question No. 2: Order Number One has been thoroughly read.

Question No. 3(a): The land concerned is that bounded on the North by lands of E. L. Briggs and John Edwards, and on the East by lands of E. L. Briggs, and on the South by lands of Walter Laws, and on the West by lands of Walter Edwards, containing 60 acres, more or less, approximately 4½ miles North of Burnsville, North Carolina, and in accordance with Registery made in County Court House, Yancey County, Burnsville, North Carolina.

Question No. 3 (b): This property is generally referred to by us as the Grant Laws Mine.

Question No. 3 (c): The applicant is lessee.

Question No. 3 (d): A copy of original lease with its assignments to this applicant is attached hereto, and made a part hereof.

Question No. 3 (e): We do not own the land.

Question No. 3 (f): Not applicable.

Question No. 4 (a): Approximately 20 hours of bull dozer work was completed on January 19, 1953. Veins were opened up for partial inspection. Our production facilities are at the present, man power, and the equipment now on hand, plus an equipped sheeting house, with experienced sheeting labor located in Burnsville, North Carolina. Access to mine work is for examination purposes answered in question 4 (d) below.

Question 4 (b): The past production of this land is unknown. Current production consists of about 3,000 pounds of unprocessed, good grade ruby mica which was obtained during bull dozing operations.

Question No. 4 (c): The land has pegmitite and feldspar with quartz formation being located at about 3,000 feet elevation in the Blue Ridge Mountain section, about 4½ miles North of Burnsville, Yancey County, North Carolina. This is in vein form. Exploration is required to determine quantity of mica and a possible extent of veins.

Question No. 4 (d): The property is located North East of Burnsville, North Carolina, on paved road, about 4 miles; thence East approximately 1/2 mile on a part dirt and part gravel road. It is readily accessible by truck and jeep. The unprocessed mica would be trucked to our sheeting house at Burnsville. Supplies and residences at Burnsville.

Question No. 4 (e): Miners are plentiful throughout the general area. Materials and supplies available on property site and within 5 miles distance. Equipment can be rented or purchased at Spruce Pine, North Carolina, approximately 18 miles from the property. Water requirements are insignificant, but are plentiful for the purpose at hand. Power is by gasoline and oil, and can be trucked 4½ miles from Burnsville.

Question No. 5: Mica, as answered in application.

Question No. 5 (B): The proposed work will consist of further bull dozing operations, and more complete exploration of the veins that now seem evident; such exploration to be supplemented by jack hammer work, pick and shovel.

The proposed operation work will be confined, more or less, to within a thousand feet of the present ball dozing work. Mica bearing veins have already been revealed to some extent.

Question No. 5 (c): The work will start as immediately as possible, and completed possibly within 90 to 120 days.

Question No. 6 (d): The applicant is a corporation, but it has as its executive officers men of wide experience in many varied forms of businesses. A complete background of the experiences of these officers and their reputation with references, if required, can be furnished. The person who will be in charge to supervise the operations for the applicant will be one of the officers, Mr. W. F. Cooley. Mr. Cooley's interest in mica business began at Spokane, Washington, in the year 1910. From there, he did a great deal of mining in Moscow, Idaho, and also at Avon, Idaho. He was first employed in mines in these localities in order to gain experience. From that section, he then operated several mines located in Alabama. During his stay in Alabama, he learned thoroughly the subject of sheeting, classifying and grading mica for the market. From Alabama, he came to Spruce Pine, North Carolina, and was employed by J. H. Burleson Mica plant. During World War I, Mr. Cooley operated several mines in Spruce Pine and Burnsville district, and during the later years of this war, he classified and graded mica for the Colonial Mica Corporation.

Question No. 6: The following is a detailed estimate of the costs of the proposed work under headings(a) through (d): Wherever cost of labor or general running costs are set forth, they are given on a weekly basis. The totals are on the basis of the minimum estimated time required for this exploration, viz.: three months:

6 (a) Bulldozing at $10.00 per hour
for approximately 80 hours — $800.00

	Weekly
(b) One field Supervisor	$75.00
One Foreman	60.00
3 Miners @ $54.00	162.00
	$297.00

12 weeks (90 days, 6 day work week) times $297.00 gives — 3,564.00

(c) 6 shovels @ $6.50	39.00
6 picks @ $6.50	39.00
7 miners caps @ $4.00	28.00
7 miners lights @ $9.00	63.00
4 wheelbarrows @ $30.00	120.00

Dynamite	$40.00	
Gas and oil	75.00	
	115.00	
18 weeks times $115.00 gives		2,070.00
2 chargers @ 35.00		70.00
		2,387.00

(d) Ingersoll Rand 210 ft. capacity compressor gas engine	6,000.00
Double drum hoist 2500 lb. line pull	1,460.00
800 feet 5/8 inch hoist cable @ $23.30 per hundred feet	186.40
2 jack hammers @ $365.00	730.00
4 Runs of steel 2,4,6 with carbon bits (est)	800.00
Arms and Guy wires (est)	150.00
Truck (2nd hand)	1,800.00
4 lengths 50 ft. air hose with attachments	127.16
1 jack leg	190.00
	11,443.56

(e) General repairs		$300.00
(f) Erect. tool and mica house		400.00
	Weekly	
(g) Analytical work	None	
Accounting	100.00	
Compensation Ins.	(Yearly)	$1,540.00
Liability Ins.	(Yearly)	100.00
Payroll taxes	(Yearly)	440.00
		2,080.00
(h) Contangencies		300.00

Totals	(a)	300.00
	(b)	5480.00
	(c)	2387.00
	(d)	11443.56
	(e)	300.00
	(f)	400.00
	(g)	2,080.00
	(h)	300.00
		22,770.56

Question No. 7 (a): The applicant is prepared to furnish the share of the proposed cost for the project in accordance with its regulations.

~~Question 7 (b) - W. E. A. No. 1.~~

Question

Question 7 (b) : M. E. A. 1.

Question The applicant will share its cost of the project with cash, and its use of any and all equipment now owned or that will be acquired by it as of the date of approval of this application. The cash capital thus far paid into the Company is now $3,100.00. However, the capitalization is for $50,000.00, preferred and common stock. Additional paid in capital will be forthcoming during the next 30 days. Thus far, the organization and preliminary work of the officers with Attorney's fees, has probably amounted to better than $10,000.00.

NORTH CAROLINA
YANCEY COUNTY

This mining lease made December 12, 1952, between Grant Laws and wife, Kate Laws, of the first part, and G. B. Woody of the second part, all of the State and County aforesaid:

W I T N E S S E T H

That Grant Laws and wife, Kate Laws, in consideratin of the royalties hereinafter specified have, and by these presents do lease for mining purposes only, with the mining rights and privileges herein set out, for a primary term of 5 years from date, with the option to renew this lease with the same conditions for an additional period of 5 years if all conditins of this lease have been complied with up the time of renewal, that tract of land located in North Carolina, in Yancey County, in Jacks Creek Township, adjoinag the lands of Walter Edwards and others, and bounded as follows:

Bounded on the north by lands of E. L. Briggs and John Edwards, on the east by lands of E. L. Briggs, on the south by lands of Walter Laws, on the W. by lands of Walter Edwards, containing 60 acres, more or less.

Together with rights of ingress, egress and regress, and the right to construct any buildings for mining purposes, sheds, shops, storage houses, and to locate such machinery thereon as may be necessary for the profitable working of the mines on the property and upon expiration or termination of this lease to remove same after paying all royalties that may be due, or to become due, and the right to take such timber from the leased lands as may be necessary for the safe and proper working of the mines on the property, and right to use such water available as may be necessary towork the mine, and to pump water from the mines and let it frow away in its own course.

In consideration of the mining privileges above leased, the said G. B. Woody agrees with the said Grant Laws and wife, Kate Laws, and their heirs and assigns, that:

He will begin to work the mine or mines on the property withn 60 days from date of this lease, and will continue to work the mine or mines as hearly regularly and continuously as possible, subject to hindrances by weather, strikes, sikness, and such hindrances as he has no control over, and failure to work the mne or mines on the property for 60 continuous days at one time, will forfeit all rights under this lease.

He wil pay to Grant Laws and wife, Kate Laws, a total royalty

of $0.50 per ton for feldspar, of 1/8 in value by sale price for mica, of 10% in value by sale price of any other minerals that may be found while working under this lease,- all royalties to be due and collectable on the 15th of each calendar month throughout the life of this lease for all minerals sold during the previous calendar month;

It is mutually agreed that the purchaser's weights and measures will control the amount of royalty to be paid, and that G. B. Woody will furnish to the lessors with each payment the purchaser's invoices showing the weights or measures and prices to determine the amount of royalty due at each pay day.

The said Grant Laws and wife, Kate Laws, covenant to and with the said G. B. Woody and his heirs and assigns that they are seized of the premises in fee simple, and have lawful right to lease the same as herein leased, and that same is free from all liens, and that they do warrant, and will defend the title thereto unto them throughout the life of this lease.

In testimony whereof the said Grant Laws and wife, Kate Laws, and G. B. Woody, have hereunto set their hands and seals the day and year first above written.

(S) Grant Laws (Seal)
(S) Kate Laws (Seal)
(S) G. B. Woody (Seal)

North Carolina
Yancey County

Personally came before me this day Grant Laws and wife, Kate Laws, and G. B. Woody, who each acknowledged the due execution of the foregoing mining lease for the purposes therein set forth.

This December 13, 1952.

(s) G. M. Angel
Notary Public

My com. expires 4-5-55.

North Carolina
Yancey County

The foregoing certificate of G. M. Angel, a notary public at the date hereof has been by me duly examined, and is found to be true in fact, sufficient in form, and the due execution of the foregoing mining lease is thereupon adjudged to be sufficiently proven. Let the said lease together with all the certificates be registered.

This the 2d day of December, 1952.

(s) Fred Proffitt
Clerk Superior Court

NORTH CAROLINA
YANCEY COUNTY

This assignment of Mining leases made December 13, 1952, between G. H. Woody, of Burnsville, N. C., of the first part, to C. H. Cooley, of Atlanta, Ga., of the second part:

W I T N E S S E T H

That G. H. Woody, in consideration of the sum of $1.00 and other valuable consideration, receipt whereof is hereby acknowledged, has bargained, sold, and by these presents does convey and assign to C. H. Cooley all his rights privileges and benefits, including mining rights and privileges, and all profits and rentals or royalties arising from and under, and throughout those mining leases for both their primary terms or their renewal terms, in as full and ample a manner as if the leases had been written as is set forth in the written leases hereinafter specified to C. H. Cooley as the party of the second part in the first instance.

The leases herein conveyed are:

First -- a mining lease executed by Grant Laws and wife, Kate Laws to G. H. Woody, bearing date of December 13, 1952, leasing about 60 acres of land on Mine Fork, Jacks Creek Township, Yancey County, N. C.

Second-- a mining lease executed by Walter Laws and wife, Ella J. Laws, bearing date of December 13, 1952, to G. H. Woody, leasing for mining purposes about 16 acres of land located on Mine Fork, in Jacks Creek Township, of Yancey County.

In testimony whereof the said G. H. Woody has hereunto set his hand and seal the day and year first above written.

(s) G. H. Woody (Seal)

North Carolina
Yancey County

Personally came before me this December 13, 1952, G. H. Woody who acknowledged the due execution of the foregoing deed of assignment for the purposes therein set forth.

Let said assignment together with this certificate be registered.

This December 13, 1952.

(s) Fred Proffitt
Clerk Superior Court

For value received the undersigned does hereby assign to Blue Ridge Gas Company, Inc., all of the undersigned right title and interest in and to the attached lease dated December 18th, 1952 from Grant Lucas and wife to G. B. Cody to C. M. Conley covering the mineral rights in the property described in the lease.

(s) C. M. Conley

Pat not Water Laws

February 5, 1953

Mr. A. F. Hancock, Jr., Vice President
Blue Ridge Mica Company, Inc.
121 McIver Street
Greensboro, North Carolina

Subject: DMEA-2870
Re: Exploration Assistance
Grant Laws Mine

My dear Mr. Hancock:

The receipt of your application dated February 2, 1953 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-2870 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-2870 in any future correspondence relating to your application.

Sincerely yours,

Robert E. Adams
Chief, Operations Control
and Statistics Division

25451

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

February 5, 1953

Memorandum

To: Executive Officer, DMEA Field Team, Region VII

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number

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

DMEA - 2870 Blue Ridge Mica Company, Inc.

R. E. ADAMS

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

33980

Lmea 2870

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 3 1953

February 3, 1953

Memorandum

To: Operating Committee, D M E A - Washington

From: Executive Officer, DMEA - Region 7

Subject: Application from Blue Ridge Mica Co. Grant Laws Prospect, Yancey County, N. C. (mica)

Enclosed herewith are 3 copies of an application received from Blue Ridge Mica Mining Company, with copies of the lease and of a letter from W. S. Flynt approving the quality of mica samples from the subject prospect.

Applicant states that the land owner refused to sign form MF-203, but that the Company will sign a quaranty. If the project is considered favorably, a suitable quaranty form should be sent to:

Miss Kate A. Renn, Sec. & Treas.
Blue Ridge Mica Company
121 McIver St.
Greensboro, N.C.

Although the applicant has inadequately described the proposed work, it is suggested that a field examination be made as the field examiners probably can work out a satisfactory plan with the applicant's representative at a considerably lower figure.

Robert A. Laurence

Robert A. Laurence

C O P Y

C O P Y

Spruce Pine, North Carolina

February 2, 1953

Mr. Robert A. Laurence
Executive Officer, DMA
Room 13, Post Office Building
Knoxville 2, Tennessee

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 5 1953

Dear Mr. Laurence:

Mr. Austin F. Hancock, Jr., of the Blue Ridge Mica Mining Company of Greensboro, North Carolina, has today presented samples of mica from a prospect on Mr. Grant Laws' property in Yancey County.

We find this mica to be of good ruby quality and with proper preparation, will be acceptable on the present government mica purchasing program.

Yours Very truly

s/ W. S. Flynt, Superintendent
Spruce Pine Mica Depot.

C
O
P
y

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

Defense Minerals Administration
RECEIVED
FEB 5 1953

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

Not to be filled in by applicant

Docket No. dmea 2870
Metal or Mineral
Date Received 21-5-53
Estimated Cost
Participation (Government %)

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: BLUE RIDGE MICA COMPANY, INC.
121 McIver Street
Greensboro, North Carplina.

(*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 answered per 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 LESSEE

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

(*e*) If you own the land, describe any liens or encumbrances on it DO NOT OWN

(*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 MICA

(*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 AT ONCE days and be completed within 3 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 [X] 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 February 2nd, 1953

BLUE RIDGE MICA COMPANY INC.
(Applicant)

By [signature]

VICE PRESIDENT

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

ANSWERS TO QUESTIONS ON FORM M.F. 103

UNITED STATES DEPARTMENT OF INTERIOR

BLUE RIDGE MICA CO.,INC.
121 McIver Street
Greensboro, N. C.

Question No. 1 (a): As answered in application.

Question No. 1 (b): A corporation organized under the laws of the State of North Carolina.

Question No. 1 (c): The officers are as follows:

Austin F. Hancock, President
Menger Hotel, San Antonio, Texas

Austin F. Hancock, Jr. Vice President
111 Broadway, New York City

Lynn A. Coffey, Vice President
Route #9, Box 577, Greensboro, N. Carolina

C. M. Cooley, Vice President
Box 71, Burnsville, N. Carolina

Kate A. Renn, Sec-Treasurer
121 McIver Street, Greensboro, N. Carolina

Question No. 2 : Order Number One has been thoroughly read.

Question No. 3(a): The land concerned is that bounded on the North by lands of E. L. Briggs and John Edwards, and on the East by lands of E. L. Briggs, and on the South by lands of Walter Laws, and on the West by lands of Walter Edwards, containing 60 acres, more or less, approximately 4½ miles North of Burnsville, North Carolina, and in accordance with Registery made in County Court House, Yancey County, Burnsville, North Carolina.

Question No. 3 (b): This property is generally referred to ~~by us as the Grant~~ Laws Mine.

Question No. 3 (c): The applicant is lessee.

Question No. 3 (d): A copy of original lease with its assignments to this applicant is attached hereto, and made a part hereof.

Question No. 3 (e): We do not own the land.

Question No. 3 (f): Not applicable.

Question No. 4 (a): Approximately 20 hours of bull dozer work was completed on January 19, 1953. Veins were opened up for partial inspection. Our production facilities are at the present, man power, and the equipment now on hand, plus an equipped sheeting house, with experienced sheeting labor located in Burnsville, North Carolina. Access to mine work is for examination purposes answered in question 4 (d) below.

Question 4 (b): The past production of this land is unknown. Current production consists of about 3,000 pounds of unprocessed, good grade ruby mica which was obtained during bull dozing operations.

Question No. 4 (c): The land has pegmitite and feldspar with quartz formation being located at about 3,500 feet elevation in the Blue Ridge Mountain section, about 4½ miles North of Burnsville, Yancey County, North Carolina. This is in vein form. Exploration is required to determine quantity of mica and a possible extent of veins.

Question No. 4 (d): The property is located North East of Burnsville, North Carolina, on paved road, about 4 miles; thence East approximately 1/2 mile on a part dirt and part gravel road. It is readily accessible by truck and jeep. The unprocessed mica would be trucked to our sheeting house at Burnsville. Supplies and residences at Burnsville.

Question No. 4 (e): Miners are plentiful throughout the general area. Materials and supplies available on property site and within 5 miles distance. Equipment can be rented or purchased at Spruce Pine, North Carolina, approximately 19 miles from the property. Water requirements are insignificant, but are plentiful for the purpose at hand. Power is by gasoline and oil, and can be trucked 4½ miles from Burnsville.

Question No. 5: Mica, as answered in application.

Question No. 5 (B): The proposed work will consist of further bull dozing operations, and more complete exploration of the veins that now seem evident; such exploration to be supplemented by jack hammer work, pick and shovel.

The proposed operation work will be confined, more or less, to within a thousand feet of the present bull dozing work. Mica bearing veins have already been revealed to some extent.

Question No. 5 (c): The work will start as immediately as possible, and completed possibly within 90 to 120 days.

Question No. 5 (d): The applicant is a corporation, but it has as its executive officers men of wide experience in many varied forms of businesses. A complete background of the experiences of these officers and their reputation with references, if required, can be furnished. The person who will be in charge to supervise the operations for the applicant will be one of the officers, Mr. C. M. Cooley. Mr. Cooley's interest in mica business began at Spokane, Washington, in the year 1918. From there, he did a great deal of mining in Moscow, Idaho, and also at Avon, Idaho. He was first employed in mines in these localities in order to gain experience. From that section, he then operated several mines located in Alabama. During his stay in Alabama, he learned thoroughly the subject of sheeting, classifying and grading mica for the market. From Alabama, he came to Spruce Pine, North Carolina, and was employed by J. H. Burleson Mica plant. During World War I, Mr. Cooley operated several mines in Spruce Pine and Burnsville district, and during the later years of this war, he classified and graded mica for the Colonial Mica Corporation.

Question No. 6: The following is a detailed estimate of the costs of the proposed work under headings(a) through (h): Wherever cost of labor or general running costs are set forth, they are given on a weekly basis. The totals are on the basis of the minimum estimated time required for this exploration, viz.: three months:

		Weekly	
6 (a)	Bulldozing at $10.00 per hour for approximately 30 hours		$300.00
(b)	One field Supervisor	75.00	
	One Foreman	60.00	
	5 Miners @ #34.00	170.00	
		$305.00	
	18 weeks (90 days, 5 day work week) times 305.00 gives		5,490.00
(c)	6 shovels @ 3.50		21.00
	6 picks @ 3.50		21.00
	7 miners caps @ 4.00		28.00
	7 miners lights 3.00		21.00
	4 wheelbarrows @ 39.00		156.00

Dynamite	$40.00	
Gas and oil	75.00	
	115.00	
18 weeks times $115.00 gives		2,070.00
2 chargers @ 35.00		70.00
		2,387.00

(d) Ingersoll Rand 210 ft. capacity compressor gas engine	6,000.00
Double drum hoist 2500 lb. line pull	1,460.00
800 feet 5/8 inch hoist cable @ $23.30 per hundred feet	186.40
2 jack hammers @ $365.00	730.00
4 Runs of steel 2,4,6 with carbon bits (est)	800.00
Arms and Guy wires (est)	150.00
Truck (2nd hand)	1,800.00
4 lengths 50 ft. air hose with attachments	127.16
1 jack leg	190.00
	11,443.56

(e) General repairs		$300.00
(f) Erect. tool and mica house		400.00
	Weekly	
(g) Analytical work	None	
Accounting	100.00	
Compensation Ins.	(Yearly)	$1,540.00
Liability Ins.	(Yearly)	100.00
Payroll taxes	(Yearly)	440.00
		2,080.00
(h) Contingencies		300.00

Totals	(a)	300.00
	(b)	5490.00
	(c)	2387.00
	(d)	11443.56
	(e)	300.00
	(f)	400.00
	(g)	2,080.00
	(h)	300.00
		$22,710.56

Question No. 7 (a): The applicant is prepared to furnish the share of the proposed cost for the project in accordance with its regulations.

(b)

~~Question 7 (B). M. E. A. No. 1.~~

Question

Question 7 (b) : M. E. A. 1.

Question The applicant will share its cost of the project with cash, and its use of any and all equipment now owned or that will be acquired by it as of the date of approval of this application. The cash capital thus far paid into the Company is now $3,100.00. However, the capitalization is for $50,000.00, preferred and common stock. Additional paid in capital will be forthcoming during the next 30 days. Thus far, the organization and preliminary work of the officers with Attorney's fees, has probably amounted to better than $10,000.00.

NORTH CAROLINA
YANCEY COUNTY

This mining lease made December 12, 1952, between Grant Laws and wife, Kate Laws, of the first part, and G. B. Woody of the second part, all of the State and County aforesaid:

W I T N E S S E T H

That Grant Laws and wife, Kate Laws, in consideration of the royalties hereinafter specified have, and by these presents do lease for mining purposes only, with the mining rights and privileges herein set out, for a primary term of 5 years from date, with the option to renew this lease with the same conditions for an additional period of 5 years if all conditions of this lease have been complied with up the time of renewal, that tract of land located in North Carolina, in Yancey County, in Jacks Creek Township, adjoining the lands of Walter Edwards and others, and bounded as follows:

Bounded on the north by lands of E. L. Briggs and John Edwards, on the east by lands of E. L. Briggs, on the south by lands of Walter Laws, on the W. by lands of Walter Edwards, containing 60 acres, more or less.

Together with rights of ingress, egress and regress, and the right to construct any buildings for mining purposes, sheds, shops, storage houses, and to locate such machinery thereon as may be necessary for the profitable working of the mines on the property and upon expiration or termination of this lease to remove same after paying all royalties that may be due, or to become due, and the right to take such timber from the leased lands as may be necessary for the safe and proper working of the mines on the property, and right to use such water available as may be necessary towork the mine, and to pump water from the mines and let it frow away in its own course.

In consideration of the mining privileges above leased, the said G. B. Woody agrees with the said Grant Laws and wife, Kate Laws, and their heirs and assigns, that:

He will begin to work the mine or mines on the property within 60 days from date of this lease, and will continue to work the mine or mines as hearly regularly and continuously as possible, subject to hindrances by weather, strikes, sickness, and such hindrances as he has no control over, and failure to work the mine or mines on the property for 60 continuous days at one time, will forfeit all rights under this lease.

He wil pay to Grant Laws and wife, Kate Laws, a total royalty

of $0.50 per ton for feldspar, of 1/8 in value by sale price for mica, of 10% in value by sale price of any other minerals that may be found while working under this lease,- all royalties to be due and collectable on the 15th of each calendar month throughout the life of this lease for all minerals sold during the previous calendar month:

It is mutually agreed that the purchaser's weights and measures will control the amount of royalty to be paid, and that G. B. Woody will furnish to the lessors with each payment the purchaser's invoices showing the weights or measures and prices to determine the amount of royalty due at each pay day.

The said Grant Laws and wife, Kate Laws, covenant to and with the said G. B. Woody and his heirs and assigns that they are seized of the premises in fee simple, and have lawful right to lease the same as herein leased, and that same is free from all liens, and that they do warrant, and will defend the title thereto unto them throughout the life of this lease.

In testimony whereof the said Grant Laws and wife, Kate Laws, and G. B. Woody, have hereunto set their hands and seals the day and year first above written.

(S) Grant Laws (Seal)
(S) Kate Laws (Seal)
(S) G. B. Woody (Seal)

North Carolina
Yancey County

Personally came before me this day Grant Laws and wife, Kate Laws, and G. B. Woody, who each acknowledged the due execution of the foregoing mining lease for the purposes therein set forth.

This December 13, 1952.

(s) G. M. Angel
Notary Public

My com. expires 4-5-53.

North Carolina
Yancey County

The foregoing certificate of G. M. Angel, a notary public at the date hereof has been by me duly examined, and is found to be true in fact, sufficient in form, and the due execution of the foregoing mining lease is thereupon adjudged to be sufficiently proven. Let the said lease together with all the certificates be registered.

This the 2d day of December, 1952.

(s) Fred Proffitt
Clerk Superior Court

NORTH CAROLINA
YANCEY COUNTY

This assignment of Mining leases made December 12, 1952, between G. B. Woody, of Burnsville, N. C., of the first part, to C. M. Cooley, of Atlanta, Ga., of the second part:

W I T N E S S E T H

That G. B. Woody, in consideration of the sum of $1.00 and other valuable consideration, receipt whereof is hereby acknowledged, has bargained, sold, and by these presents does convey and assign to C. M. Cooley all his rights privileges and benefits, including mining rights and privileges, and all profits and rentals or royalties arising from and under, and throughout those mining leases for both their primary terms or their renewal terms, in as full and ample a manner as if the leases had been written as is set forth in the written leases hereinafter specified to C. M. Cooley as the party of the second part in the first instance.

The leases herein conveyed are:

First -- a mining lease executed by Grant Laws and wife, Kate Laws to G. B. Woody, bearing date of December 12, 1952, leasing about 60 acres of land on Mine Fork, Jacks Creek Township, Yancey County, N. C.

Second-- a mining lease executed by Walter Laws and wife, Ella J. Laws, bearing date of December 12, 1952, to G. B. Woody, leasing for mining purposes about 16 acres of land located on Mine Fork, in Jacks Creek Township, of Yancey County.

In testimony whereof the said G. B. Woody has hereunto set his hand and seal the day and year first above written.

(s) G. B. Woody (Seal)

North Carolina
Yancey County

Personally came before me this December 13, 1952, G. B. Woody who acknowledged the due execution of the foregoing deed of assignment for the purposes therein set forth.

Let said assignment together with this certificate be registered.

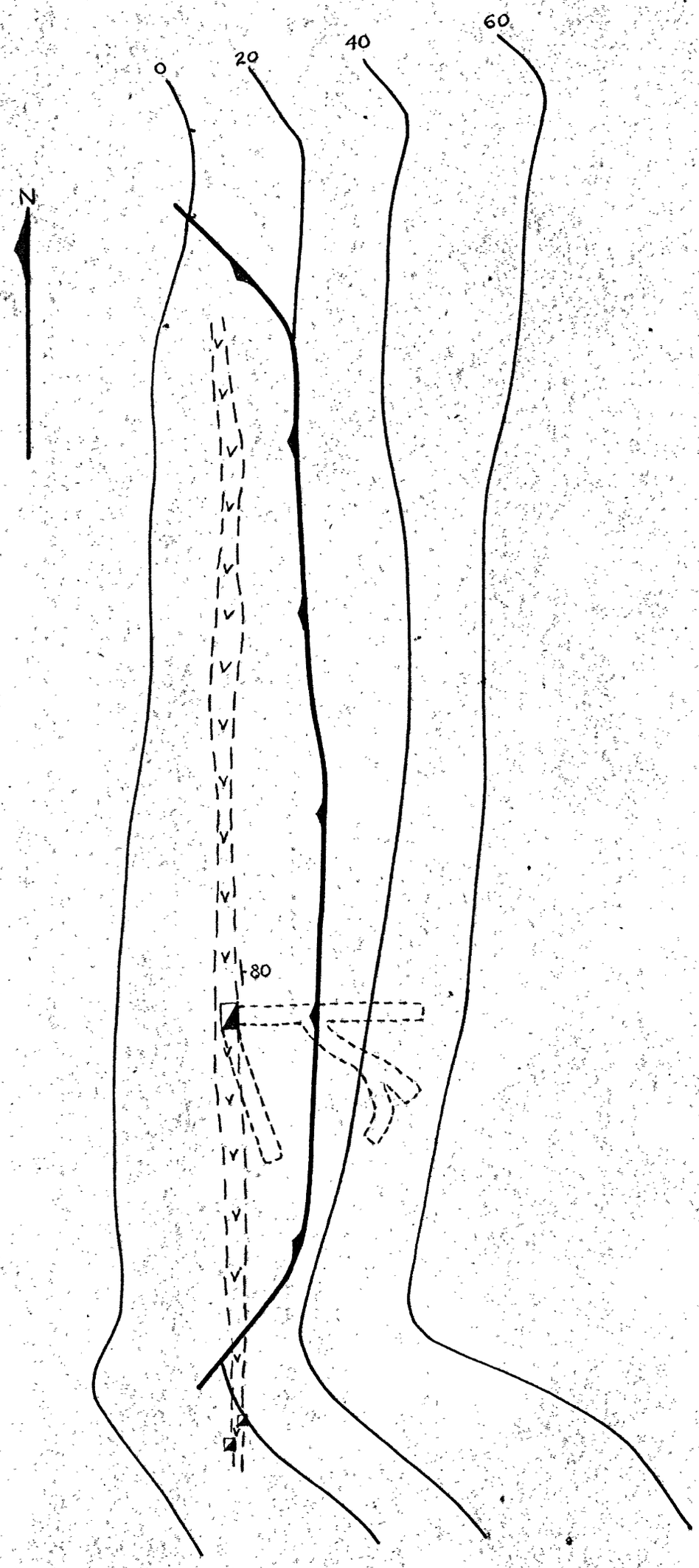
This December 13, 1952.

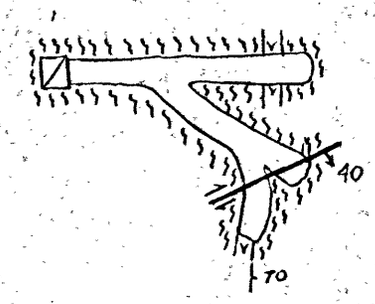
(s) Fred Proffitt
Clerk Superior Court

2/18/53
per Forts letter
of 3/23/53

For value received the undersigned does hereby assign to Blue Ridge Mica Company, Inc., all of the undersigned right title and interest in and to the attached lease dated December 12th, 1952 from Grant Laws and wife to G. B. Woody to C. M. Cooley covering the mineral rights in the property described in the lease.

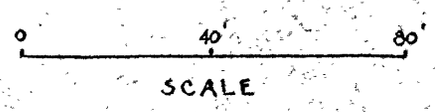
(s) C. M. Cooley





PLAN 60'-LEVEL

PLAN 40'-LEVEL



SKETCH OF
GRANT LAWS MINE
YANCEY CO., N.C.

DMEA-2870 (mica)