MF-200 (A)
(February 1952)

DOCKET NO. DMEA - 2988

COMMODITY Mica

Docket Copy
IDM-E 553

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

# EXPLORATION PROJECT CONTRACT[1]
(Short Form)

IT IS AGREED this 19th day of June, 1953, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] Ray E. Bennett
Route 3
Franklin, North Carolina

hereinafter called the "Operator," as follows: and as set forth in Annexes I and II hereto attached and made a part hereof.

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

ARTICLE 2. *Operator's property rights.*—With respect to the mineral rights in that certain land situated in the State of North Carolina, County of Macon, described 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 following terms, liens or encumbrances as recited in the contract agreement or the order is attached.~~

(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 eight (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 $2,970.00, which is 90 percent of $3,300.00 the agreed, estimated total cost of the project in which the Government will participate: *Provided,* That until the Operator's final report and final accounting have been rendered to the Government and any final check or auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract. The Government may, as it sees fit, make payments direct to the Operator's independent contractors, if any, for the account of the Operator, rather than to the Operator.

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

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

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

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

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

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

**Ray E. Bennett**
(Operator)

By Ray E. Bennett

By O. Mitterdorf
**Administrator, Defense Minerals Exploration Administration**

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

[CORPORATE SEAL]

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

Docket Copy

EXPLORATION PROJECT CONTRACT
RAY D. BENNETT
DOCKET NO. DMEA-2983

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
RAY E. BENNETT
DOCKET NO. DMEA-2988

ANNEX II

The land referred to in Article 2 of the contract form was leased to the Operator by Iva Lee Bennett, et al, by an instrument dated April 17, 1953. The land is in Macon County, North Carolina, and is described as follows:

> BEING the land deeded on August 8, 1929, from W. G. Mallonee, et al, to W. B. Bennett and his heirs, and recorded in the office of the Register of Deeds for Macon County, North Carolina, in Book Q-4 at page 161; said land being bounded as follows, to-wit: BEGINNING at a stake and willow at the Iotla Creek at the North East corner of the Parsonage Lot and runs North 15 W, 145 poles to a small white oak in an old East and West line near the top of a ridge, then West with the old line 60 poles to a white oak in the hollow above the head of the branch, then down said branch and hollow to a stake in the ford of the branch in the old road, then with said old road and the Collins line in a South Westerly direction to the Vaughan gate post at the North West corner of the Collins Lot, then in an Easterly direction with a ditch to the Iotla Creek, then down the creek with its meanders to the BEGINNING, containing 50 acres, more or less.

EXPLORATION PROJECT CONTRACT
RAY E. BENNETT
DOCKET NO. DMEA-2988

EXHIBIT "A"

Description of the Work

The pegmatite dike shown on the attached map, entitled "Sketch of Bennett Mine, Macon Co., N. C., DMEA-2988," will be explored for concentrations of strategic mica by sinking not more than 45 feet of shaft, including a sump, and drifting not more than 50 feet from the 40-foot point in the shaft.

The shaft and drifts are to be 5 feet by 7 feet in cross section and timbered as necessary.

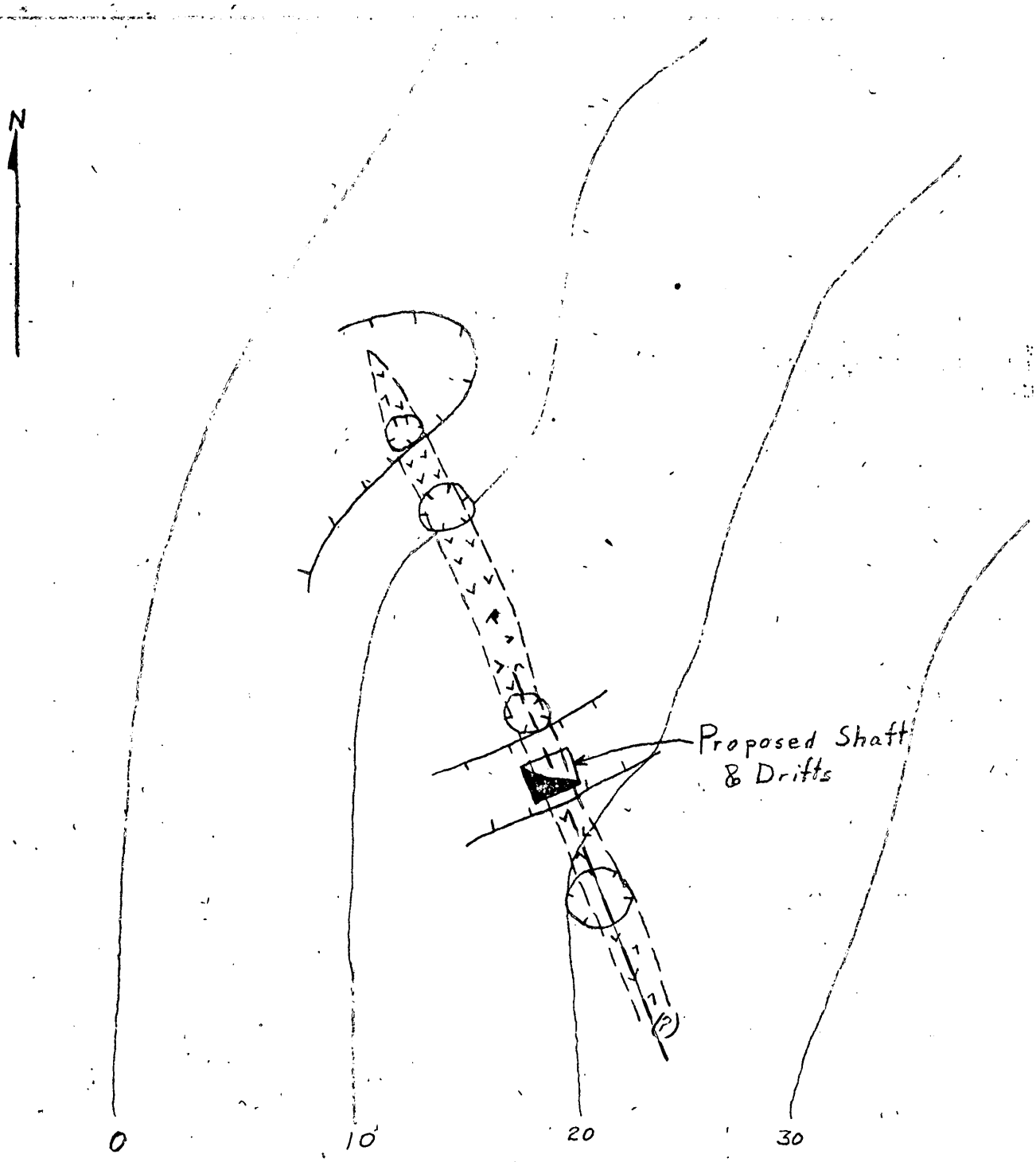
The shaft is to be in the pegmatite and will be equipped with approved ladders and have a partition between the hoisting compartment and the manway.

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

Agreed Unit Costs

| | | |
|---|---|---|
| Sinking shaft, 45 feet @ $40.00/ft. 1/ | $1,800.00 | |
| Drifting, 50 feet @ $30.00/ft. 1/ | 1,500.00 | |
| Total Cost | | $3,300.00 |
| Government Participation at 90% | | $2,970.00 |

1/ This includes all costs, including necessary timbering, partitions, and ladders.




Sketch of
Bennett Mine
Macon Co., N.C.

0 20' 40'
scale

DMEA-2988 (mica)

DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

## CONTROLLED DOCUMENT

DMA Docket No. 2988

## DO NOT DETACH THIS SLIP

Action on this document is recorded and controlled in Reports and Records Branch. Any movement of this document between divisions or offices of DMA or movement outside DMA must be reported to the Reports and Records Branch. Actions taken that affect status of the case must also be reported.

This document has been recorded as

**EXPLORATION 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
CYS TO USGS, USBM, REGION VII

| | | | |
|---|---|---|---|
| To: | Code 600 | Date | 4/20/53 |
| To: | Fritter | Date | 4/21/53 |
| To: | Open Corr | Date | 5-6-53 |
| To: | Open Corr | Date | 6-19-53 |
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## DO NOT DETACH

## CONTROLLED DOCUMENT

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

AUG 24 1954

Correct Copy to name:
Houk
Rubin
Chambers
Martin
K Johnson

Mr. Ray E. Bennett
Route 3
Franklin, North Carolina

INTERIOR
AUG 11 1954
SOLICITOR

Re: Docket No. DMEA-2988 - Mica
Bennett Mine
Macon County, North Carolina
Contract No. Idm-E553

Dear Mr. Bennett:

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

FROM SOLICITOR
AUG 30 1954
FOR SIGNATURE

| | |
|---|---|
| Total claimed for units of work performed | $3,180.00 |
| Total Government contribution at 90 percent | $2,862.00 |

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

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

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

Sincerely yours,

C. O. Mittendorf

Administrator

WCAnderson:gad 8/10/54

Copy to: Miss Iva Lee Bennett (Attached to Field Team's copy for forwarding).
Mrs. Dorothy Bennett Swofford " " " " "
Mrs. Fannie Bennett Bradley " " " " " "
Mr. Ernest M. Bennett " " " " " "
Admr. R. File
Mr. Dietrich, 3061
Mr. Houk
Mr. Chambers
Docket File
Field Team, Region VII
Mr. Newcomb, 5227

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

Project Summary Report

By: Walter C. Anderson March 9, 1954

1. DMEA Docket No. 2988 - Mica
Contract No. Idm-E553
Bennett Mine
Macon County, North Carolina

Operator: Ray E. Bennett
Route 3, Franklin, North Carolina
Operator proposed program of 50' shaft and 50' drift.
Operator's property rights:
Five year lease - dated April 17, 1953.
Owner's Consent to Lien - dated April 17, 1953.

2. Contract - dated June 19, 1953

Work authorized:

| | |
|---|---|
| 45 feet of shaft @ $40.00/ft. | $1,800.00 |
| 50 feet of drift @ $30.00/ft. | 1,500.00 |
| Total estimated cost | $3,300.00 |
| Government participation @ 90% | $2,970.00 |

Amendments - None

Work completed:

| | |
|---|---|
| 42 feet of shaft @ $40.00/ft. | $1,680.00 |
| 50 feet of drift @ $30.00/ft. | 1,500.00 |
| Total cost | $3,180.00 |
| Government participation @ 90% | $2,862.00 |

Work began July 11, 1953 and was completed December 31, 1953. 12 pounds of stained mica and 500 pounds of punch mica was produced during operation.
Field Team's and Operator's final reports received 2/18/54.

3. Audit - certificate issued on January 20, 1954 (no exceptions).

| | |
|---|---|
| Accepted cost | $3,180.00 |
| Government participation | $2,862.00 |

4. Certification of discovery - none issued.

5. Comments:

How conducted -
Efficiently, economically and completed work ahead of schedule in spite of delays caused by waiting for air compressor and considerable timbering due to weathered condition of wall rock.

Operation - Good. Operator carried out suggested operational methods satisfactorily.

Engineering - Satisfactory interim and final reports.

Geological premises - The premise that the pegmatite containing good quality mica, and it would continue to depth proved wrong. The pegmatite terminated abruptly, and the mica found was not of strategic quality.

Geological criteria upon which work was based:
1. Semi-weathered, coarse-grained pegmatite, 4 feet thick exposed along 75 feet of strike.
2. Ruby mica of good quality up to 6 inches in diameter was noted.

Criteria developed during project - none.

Future possibilities: Mica occurrence and quality not sufficient to support a mining operation.

Recommendations:
1. No additional exploration warranted.
2. Concur with field team that no certification be made.

No docket copy rec'd - [illegible] 8-24-54

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

Bureau of Mines
RECEIVED
MAR 2 - 1954

March 1, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2988

Contract No.: Idm-E553

Applicant: Ray E. Bennett

Name and Location of Property: Bennett Mine
Macon County, North Carolina

Date of Field Team Report: February 16, 1954

Date Rec'd by Ceramic & Fertilizer Mats. Branch: February 25, 1954

Field Team Recommendation:

1. No certification of discovery or development.

Comments:

1. Expenditures:

| | |
|---|---|
| Total approved | $3,300 |
| Total cost | 3,180 |
| Government's share | 2,862 |
| Value | none |

2. Some mica was encountered but was not strategic quality and was small in size.

3. Further work does not appear desirable.

Recommendation:

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

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO

G-MD-CNM

Defense Minerals Exploration
RECEIVED
FEB 24 1954

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

February 23, 1954

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2988 (MICA)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: Ray E. Bennett.
Name of property: Bennett Mine.
Location of property: Franklin, North Carolina.
Date of field team report: February 3, 1954.
Authorship of field team report: K. H. Teague, D. H. Amos, L. E. Shirley.
Field team's recommendation: Termination without certification.
Comments: Mica of too poor quality to be of use, and of insignificant quantity.
ACTION RECOMMENDED: Follow field team's recommendation.

D. M. Larrabee

D. M. Larrabee

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

18 1954

February 16, 1954

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: DMEA-2988, Idm-E 553 (mica) Ray E. Bennett, Final Report
Franklin, N. C.

Enclosed are 4 copies of Field Team and final engineering and geologic report on the subject exploration project, received in this office.

The Field Team agrees with the examiners that no certification should be issued, nor is additional work justified.

Wm. A. Beck, Acting
Executive Officer, DMEA
Region VII

Benjamin Gildersleeve, for
R. A. Laurence
U. S. Geological Survey

Reviewed by
DMEA OPERATING COMMITTEE
2-24-54
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

Received
18 1954

DEFENSE MINERALS EXPLORATION ADMINISTRATION

# FINAL REPORT
on

## DMEA-2988, BENNETT MINE (mica)
Macon County, N. C.

By

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

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

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

February 3, 1954

Reviewed by
DMEA OPERATING COMMITTEE
2-24-54
(date)

DEFENSE MINERALS EXPLORATION

18 1954

FINAL REPORT
ON
DMEA-2988, BENNETT MINE (mica)
Contract Idm-E 553
Applicant: Ray E. Bennett, Route 3, Franklin, N. C.

The Bennett Mine is located 3.7 airline miles N. 24° W. of Franklin, Macon County, North Carolina.

Work completed under the contract consists of a 42-foot vertical shaft and 50 feet of drift. No significant quantity of strategic mica was discovered; thus no certification of discovery should be issued, nor is additional exploration warranted.

Work began July 11, 1953 and was completed December 31, 1953. A 42 foot vertical shaft was sunk and timbered. A 27 foot drift was driven N. 25° W. from the 40 foot level and a 23.5 foot drift S. 25° E. on the same level. Considerable timbering was necessary in the drifts because of the weathered condition of the wall rock.

A conformable pegmatite which strikes N. 25° W. and dips 85° NE was exposed in the shaft and drifts. At the level of the drifts it has a strike length of abom t 50 feet. The pegmatite is about 11 feet thick at the shaft bottom and contains a quartz core 3 feet thick. It narrows to about 6 feet thick at 20 feet in the northwest drift. At this point the quartz core terminates and the pegmatite branches. In the southeast drift the pegmatite is 8-11 foot thick and has no quartz core. It terminates abruptly at 22 feet. The pegmatite is composed of kaolinized feldspar, quartz, biotite and muscovite. The mica is concentrated adjacent to the hanging wall of the quartz core. All is badly ruled and clay-stained; much contains biotite inclusions.

About 3000 pounds of "mine-run" mica was recovered during the operation. This yielded about 12 pounds of pattern (stained), and 500 pounds of punch.

Expenditures:

| | | |
|---|---|---|
| (a) | Total approved | $3,300.00 |
| (b) | Total cost of project | 3,180.00 |
| (c) | Government's share of cost | 2,862.00 |
| (d) | Government's share unexpended | 108.00 |
| (e) | Value of production during operation | .(?) |

The operation was conducted in an efficient and satisfactory manner. No equipment was purchased for the project.

K. H. Teague, Geologist, USGS.

D. H. Amos, Geologist, USGS

L. E. Shirley, Mining Engineer, USBM

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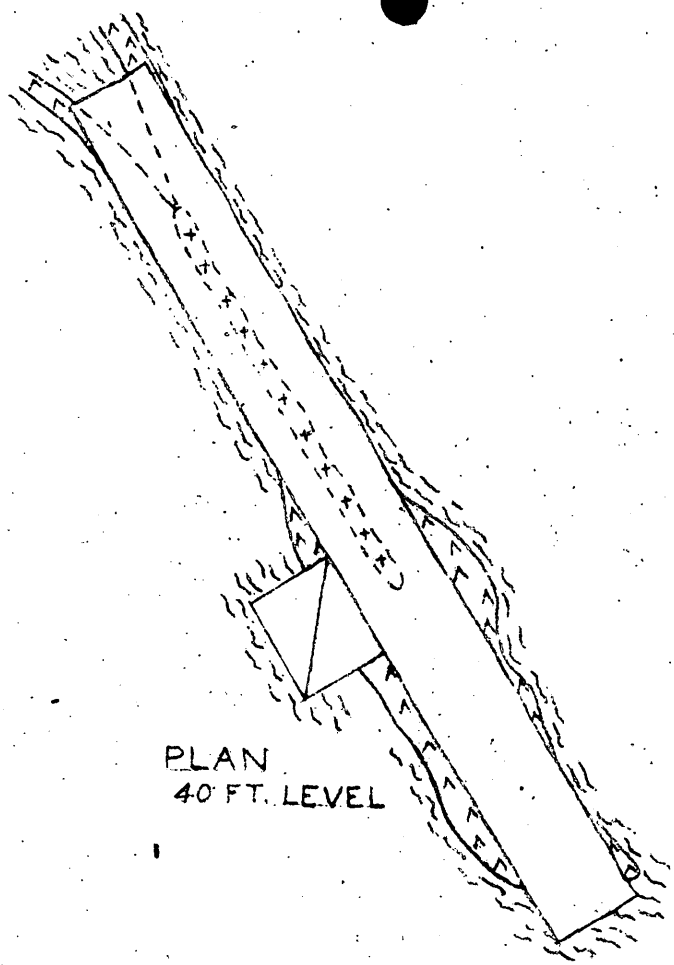
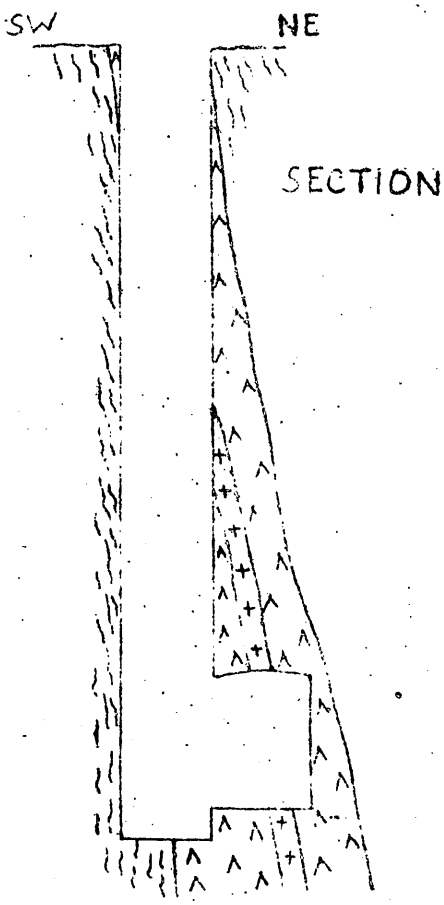


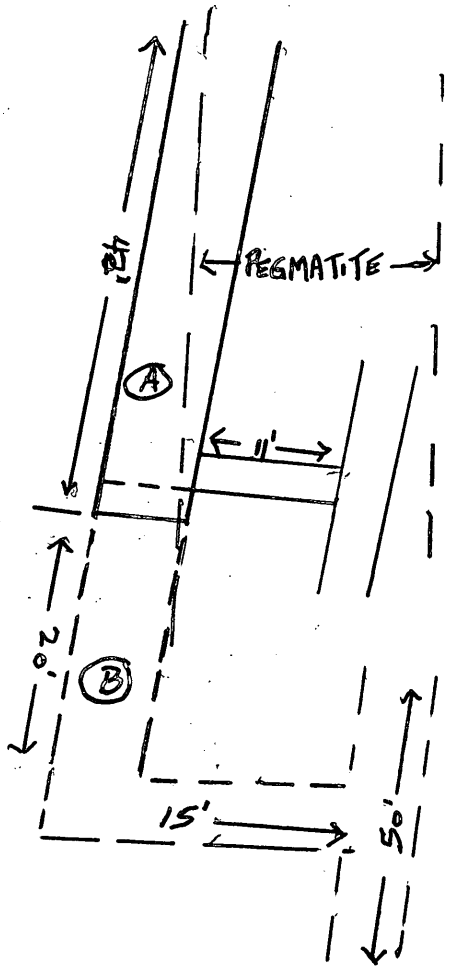

BENNETT MINE
MACON CO., N.C.

0 10' 20'
SCALE

DME A-2988 (mica)

RAY E. BENNETT ROUTE 3 FRANKLIN, N. C. DOCKET NO. 2988 CONTRACT No. Idm-E553

MICA FINAL REPORT




A. WORK COMPLETED

With approval of Field Team, shaft was constructed to 42' depth; a 2' water hole was deemed sufficient.

Drifting started at 40'. During entire project approximately 3000# of block mica was recovered; none sold. It is estimated that about 6# should be $15 grade, 1# $40, 400# punch and the balance scrap. Most of the mica is stained.

Mica was recovered from first foot of shaft and continued throughout shaft and drifts. Quality from floor of drifts was best and with less stain.

It is not believed that this deposit has been sufficiently proven by the limited amount of exploration completed.

Since the best mica came from the floor of drifts it is indicated that the mine requires expanded exploration for which Applicant desires ~~to~~ further aid to proceed with Section "b".

B. Evidence established by project thus far warrants expanded exploration by continueing shaft an additional 20' and then drifting, as shown on sketch, into lower level of pegmatite. It is anticipated that such further work will release mica of clear quality and permit certification of the total project.

Cost is considered to be:

| | |
|---|---|
| 20' - Shaft | $ 800.00 |
| 65' - Drift | 1950.00 |
| TOTAL | $ 2750.00 |

- - - -

INTERIM REPORT

DMEA-2988 Idm-E553 (mica) BENNETT MINE

OPERATOR: Ray E. Bennett, Route #3, Franklin, North Carolina.

LOCATION: 3.7 airline miles N 24° W of Franklin, Macon County, N. C. and 0.4 mile northwest of Malonee Hill.

Drifting has been completed on this contract without making a sizeable discovery of strategic mica. No additional work with government participation is recommended.

The contract consisted of sinking a 45 ft. shaft and driving 50 feet of drifts. The shaft bottomed in both biotite schist and pegmatite and turnoff was made to the northeast. A short crosscut was driven through pegmatite which encountered the NE wall and a drift was begun to the southeast and was driven for 17.5 feet. At this point the body narrowed to a few inches in thickness and the general character of the pegmatite changed considerably. Work was stopped at this point and 27.5 ft. of drift was driven to the northwest. Material encountered in this work consisted of a variable quartz core which was flanked by zones of feldspar and mica. The present face does not show any evidence of the core, but pegmatite is visible on both walls and a biotite inclusion now occupies the position of the core. No additional work in this direction was recommended. It was suggested that the operator return to the southeast drift and complete drifting under the contract. Total drifting amounts to 50.5 feet.

The operator estimates that during shafting and drifting about 3000 lbs. of block mica was produced. Most of this mica has been processed and yielded from 12 to 15 pounds of full and half-trimmed mica, and unestimated amounts of punch and scrap. No sales have been made to

date. Much of the mica recovered was badly bent, cracked and stained. All work conducted under contract was satisfactory and the operator was cooperative at all times.

L. E. Shirley

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

K H Teague

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

January 11, 1954

INTERIM REPORT

DMEA-2988 Idm-E553 (mica) BENNETT MINE

OPERATOR: Ray E. Bennett, Route 3, Franklin, North Carolina.

LOCATION: 3.7 airline miles N 24° W of Franklin, Macon County, N. C. and 0.4 miles northwest of Malonee Hill.

Drifting continues on this contract and is now at 32 feet. The major portion of this drift has been driven to the northwest. Material is essentially the same as reported November 30, 1953, with the exception of less mica. The body appears to be narrowing in this direction and the quartz core is now about 28" to 32" in width. The material remains weathered and clay staining is prevalent in the mica. The timbering of the drift is progressing as needed and stulls with solid overhead lagging, which has been loaded with fill material, has been necessary. The operator was advised to continue scaling after shooting. Workers have been provided with safety hats.

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

L. E. Shirley

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

K. H. Teague

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

Dewey Amos

Dewey Amos, Geologist
U. S. Geological Survey

December 17, 1953

Interim Report

DMEA-2988 Idm-E553 (mica) BENNETT MINE

OPERATOR: Ray E. Bennett, Route #3, Franklin, North Carolina.

LOCATION: 3.7 airline miles N 24° W of Franklin, Macon County, North Carolina and 0.4 miles northwest of Malonee Hill.

Shaft sinking has been completed to a total depth of 50 feet, turnoff from the bottom has been made and drifting is now underway on this contract. A crosscut was driven to the northeast which encountered country rock at about 5 feet. 22 feet of drift has been completed to the northeast and present heading shows encouraging pegmatite. The drift face shows a quartz core 4 feet (maximum) wide flanked by feldspar and large blocks of muscovite mica. Most of the mica is concentrated on the southwest side of the core.

The enclosing rock at this depth is severely weathered. Suggestions were made concerning the necessity for timbering the drift. The operator was advised to provide all workers with safety hats.

L. E. Shirley

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

K. H. Teague

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

November 30, 1953

9B

INTERIM REPORT

DMEA-2988 Idm-E553 (mica) BENNETT MINE

OPERATOR: Ray E. Bennett, Route #3, Franklin, North Carolina.

LOCATION: 3.7 airline miles N 24° W of Franklin, Macon County, North Carolina and 0.4 miles northwest of Malonee Hill.

No progress has been made on this contract during October. Shaft sinking has been completed and operator is now ready to make a turnoff from the shaft bottom. It was reported that the job had been held up because an air compressor could not be obtained. A near new 105 c.f.m. air compressor is now on the property and ready for use. It is anticipated that work will resume within the coming week.

L. E. Shirley

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

November 2, 1953

INTERIM REPORT

DMEA-2988 Idm-E553 (mica) BENNETT MINE

OPERATOR: Roy E. Bennett, Route #3, Franklin, North Carolina.

LOCATION: 3.7 airline miles N 24° W of Franklin, Macon County, N. C. and 0.4 miles northwest of Malonee Hill.

Shaft sinking has been completed on this contract and has been bottomed at 40 feet. The mine was idle when visited and the shaft contained 3-4 feet of water. The operator could not be contacted, but it is assumed that a turnoff will be made in the coming week and crosscutting or drifting will be started. It was observed that the air compressor, previously used, had been removed from the mine site.

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 8, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 2 1953

INTERIM REPORT

DMEA-2988 Idm-E553 (mica) BENNETT MINE

OPERATOR: Ray E. Bennett, Route #3, Franklin, North Carolina.

LOCATION: 3.7 airline miles N 24° W of Franklin, Macon County, North Carolina and 0.4 miles northwest of Malonee Hill.

Shaft sinking continues slowly on this contract and is now at 36 feet. The shaft cross section is in pegmatite, which contains inclusions of mica schist in the northeast and southwest sides. The mineralogy of the pegmatite has not changed appreciably from that covered in the last report of August 24, 1953. Approximately 1000 pounds of black mica has been recovered during sinking. 9 feet of shaft remains to be sunk under contract.

A Gasoline powered hoist is now in use on this job. Power drilling and power hoisting of muck should help speed up this operation.

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 21, 1953

6ad

DEPARTMENT OF THE INTERIOR

INTERIM REPORT

DMEA-2988 Idm-E553 (mica) BENNETT MINE

OPERATOR: Ray E. Bennett, Route #3, Franklin, North Carolina.

LOCATION: 3.7 airline miles N 24° W of Franklin, Macon County, N. C. and 0.4 miles northwest of Malonee Hill.

Shaft sinking continues on this contract and is now at 32 feet. Pegmatite is presently exposed in the northeast side of the shaft, and is composed of feldspar, principally, quartz and small mica. The wall rock zone near the contact contains perfectly developed crystals of muscovite mica. During recent sinking blocks of mica up to 6" x 8" have been recovered, but most of these larger blocks are badly clay stained and contain biotite inclusions. Estimated mica recovery to date is 300 pounds of block. Recently the operator has acquired a 125 c.f.m. air compressor and a hoist is being constructed. This will eliminate hand drilling and hoisting by windlass. 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 24, 1953

913

INTERIM REPORT

DMEA-2988 Idm-E553 (mica) BENNETT MINE

OPERATOR: Ray E. Bennett, Route #3, Franklin, North Carolina

LOCATION: 3.7 airline miles N 24° W of Franklin, Macon County, N. C. and 0.4 miles northwest of Malonee Hill.

Shaft sinking continues on this contract and is now at 18 feet. Material encountered has been biotite schist and pegmatite, the latter composed of massive quartz, kaolinized feldspar and muscovite mica. Several bags of mica has been recovered from sinking, but most of it is badly clay stained, bent and contains black specks, probably biotite.

The shaft has been cribbed to about 15 feet and a partition, ladders and landings installed. A hand windlass is being used for hoisting and hand steel is used for drilling. An air compressor is needed badly and it was suggested that the operator obtain one 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

August 10, 1953

9B

INTERIM REPORT

DMEA-2988 Idm-E553 (mica) BENNETT MINE

OPERATOR: Ray E. Bennett, Route #3, Franklin, North Carolina

LOCATION: 3.7 airline miles N 24° W of Franklin, Macon County, N. C. and 0.4 miles northwest of Malonee Hill.

Shaft sinking is now underway on this contract and is now at 8 feet. The shaft is 5' x 7' in cross-section, collared with 3" x 6" sawed timbers and has been cribbed to about 6 feet. The shaft bottom is in pegmatite material consisting of quartz, kaolinized feldspar and muscovite mica. Mica schist is exposed only in the NW corner of the shaft.

Furture operations and monthly reports were discussed briefly with the operator during this 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

July 27, 1953

FILE COPY 95
SURNAME:
200

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

AUG 11 1953

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

Dear Mr. Laurence:

2988

Attached herewith is one copy each of contracts Idm-E553, 557, 559, 560, 561, 562, 563, and 565.

3000 2872 3008 2917 2873 2961 3030

These "extra copies" are for use of your office in making reports on these projects.

Sincerely yours,

C. O. Mittendorf (fw)

Administrator

Attachments - 8

REAdams/meb
8-11-53

cc to: Adm.Reading File
Mails & Files Br.

R. C. G.
8-11-53

9B

Bureau ... Received

INTERIM REPORT

DMEA-2988 Idm-E553 (mica) BENNETT MINE

OPERATOR: Ray E. Bennett, Route #3, Franklin, North Carolina

LOCATION: 3.7 airline miles N 24° W of Franklin, Macon County, North Carolina and 0.4 miles northwest of Malonee Hill.

The starting date on this project was July 11, 1953. Shaft sinking has just begun and about 2 feet of work has been accomplished in clay and weathered pegmatite material, the latter consisting of weathered feldspar and scrap mica. A discussion was held with the operator concerning operation and safety factors. No equipment ~~and~~ was on the property at the time of 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

July 13, 1953

MF-203

# OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of NORTH CAROLINA, County of MACON, described as follows:1/

DEED the land deed on August 8, 1929, from W. G. Halloneo, et al, to D. B. Bennett and heirs, and recorded in the office of the Register of Deeds for Macon County, North Carolina, in Book Q-4 at page 151.

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

2/ MAY B. BENNETT

hereinafter called the "Operator"; and

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

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 6,000.00, or ten years have elapsed from the date of the contract.

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

Dated this 17th day of April, 195 3.

Ira Lee Bennett [Seal] Ray E. Bennett [Seal]

Dorothy Bennett Swafford [Seal] Ernest M. Bennett [Seal]

Fannie Bennett Bradley [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

APR 20 1953
RECEIVED
Defense Minerals Administration
DEPARTMENT OF THE INTERIOR

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

June 30, 1953

Memorandum

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

From: Executive Officer, DMEA Field Team, Region VII

Subject: Signed Contract, Idm-E553, Docket No. DMEA-2988 (Mica)
Ray E. Bennett, Route 3, Franklin, North Carolina

Transmitted herewith are original and two signed copies of the above subject contract.

One copy was retained by the Operator, one sent to the Finance Office and one retained by this office.

Robert A. Laurence
Robert A. Laurence
Per G

Enclosures 3

Cor
7-2

FILE COPY
SURNAME:

Feitler
Houk
Chandler
Selfridge
Hedges

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

JUN 22 1953

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

Subject: Docket No. DMEA-2988 - Mica
Ray E. Bennett
Bennett Mine
Macon 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 approval and signature. 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.

Copies of memoranda from the Bureau of Mines and the Geological Survey are enclosed.

Sincerely yours,

George C. Selfridge cbc 6/22

Chairman, Operating Committee (JHB)

Approved:

J. H. Hedges (JHB)

Member, Bureau of Mines

A. R. Kinkel, Jr. (JHB)

Member, Geological Survey

Enclosures 10

SAFeitler:gad 6/17/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

FILE COPY
SURNAME:

Feitler
Houk
Mackenzie

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

Mr. Ray E. Bennett
Route 3
Franklin, North Carolina

Re: Docket No. DMEA-2988 - Mica
Bennett Mine
Macon County, North Carolina

Dear Mr. Bennett:

The original copy of your lease on the subject property is returned herewith in accordance with your letter request to the Field Team.

Sincerely yours,

SIGNED

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

Enclosure

MDL
6-15-53

SAFeitler:gad 6/15/53

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

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

June 15, 1953

Memorandum

letter

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2988, Mica, Bennett Mine
Macon County, North Carolina

I concur in the field team's recommendation for an exploration program in the amount of $3,100.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER

G-MD-CNM

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUN 9 1953

June 9, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2988 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: Ray E. Bennett, Rte. 3, Franklin, N. C.
Name of property: Bennett mine.
Location of property: 3.7 miles N. 24° W. of Franklin, N. C.
Date of field team report: May 29, 1953.
Authorship of field team report: Teague.
Field team's recommendation:
40' shaft
50' drift
$3,100
Comments: None.
ACTION SUGGESTED:
Follow field team's recommendation.

D M Larrabee

D. M. Larrabee

Mr. Feitler
JCF
6/18/53

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

DMEA-2988, BENNETT MINE (mica)
Franklin, Macon County, N. C.

Applicant: Ray E. Bennett, Route 3, Franklin, N.C.

By

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

May 29, 1953

Field Examination Report
on
DMEA-2988, BENNETT MINE (mica)
Applicant: Ray E. Bennett, Route 3, Franklin, N.C.

This place has been prospected to a limited extent by four test pits and two crosscutting trenches. Considerable mica of strategic grade in sizes up to 6 inches across is exposed in the dumps and pegmatite. It appears that exploration on this deposit is justified.

The deposit was examined May 18, 1953. The applicant, Ray E. Bennett, accompanied the examiner on the inspection which required two hours.

The Bennett mica mine is located 3.7 airline miles N. 24° W. of Franklin, Macon County, North Carolina. It is about 0.4 miles northwest of Malonee Mill. Access is good at all times. This is not the Malonee Mine.

The applicant is a farmer, but has some mica mining experience. He appears to be capable of conducting the proposed exploration.

This property is held under lease by the applicant. The original lease which has been signed by all parties is enclosed. As soon as the Washington office has obtained the necessary information from it, the lease should be returned to the applicant. Area covered by the lease is adequate to provide sufficient working and dumping space.

There are no facilities on the property and none are needed for the proposed program. Past work has consisted of sinking four pits, none of which are more than 15 feet deep, and cutting two shallow crosscutting trenches. This work has all been done along about 75 feet on the pegmatite strike.

The pegmatite is semi-weathered, approximately four feet thick, coarse-grained, and strikes N. 24° W. and has a vertical dip. It crosscuts the biotite gneiss wall rock. There are fragments of sugary white quartz in the dump, suggesting that a quartz core is present. Mica occurs against the quartz core and in the feldspathic portion of the pegmatite.

Mica exposed in the pegmatite and in the dump is generally flat, hard, somewhat ruled, splits well, and the ruby mica is free of spots. Sizes up to 6 inches in diameter occur. All of the mica in two southeastern pits is ruby colored, but approximately 50 percent of that in the northwestern pits is green colored.

The examiner is of the opinion that a limited amount of exploration is justified on this deposit. It is proposed to sink a 40-foot shaft at a location approximately as shown on the attached sketch map, this to be followed by 50 feet of drifts.

Estimated Cost:

| | |
|---|---|
| 40-foot, 5' x 7' shaft @ $40.00 per foot | $1,600.00 |
| 50 feet of drift @ $30.00 per foot | 1,500.00 |
| Estimated Total Cost | $3,100.00 |

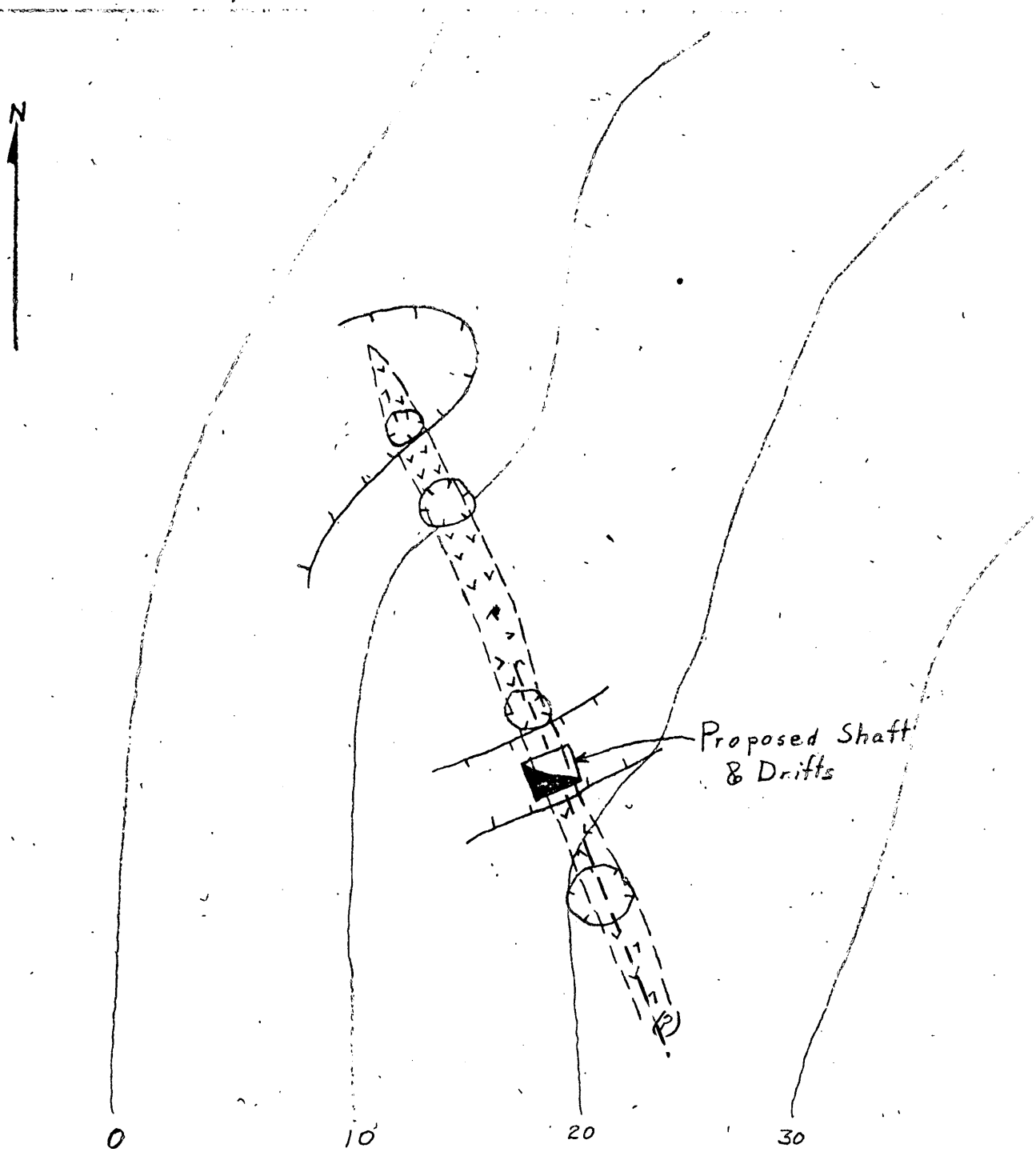
Estimated time required - 4 months.

May 26, 1953

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



mg




Sketch of

Bennett Mine

Macon Co., N.C.

0 20' 40'

scale

DMEA-2988 (mica)

FILE COPY
SURNAME:

Feitler
Robertson
Hedges
Pinland
Selvaggio
F. Johnson

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

MAY 7 1953

Mr. Ray L. Bennett
Route 3
Franklin, North Carolina

Re: Docket No. DMEA-2988 - Mica
Bennett Mine
Macon County, North Carolina

Dear Mr. Bennett:

Your application for assistance in exploring the subject 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, should he deem it necessary.

The Regional Office will contact you at an early date, if an examination is to be made. Any assistance that you may give the members of the field team during the examination will be appreciated.

Sincerely yours,

C. O. Mittenderf (fw)

Administrator

P.N.
5-7-53

SAFeitler:gad 5/5/53

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

FILE COPY
SURNAME:

Feitler
Robertson
Selfridge
Johnson

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

MAY 7 1953

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

Subject: Docket No. DMEA-2[illegible]88 - Mica
Jay E. Bennett
Bennett Mine
Macon County, North Carolina

Dear Mr. Laurence:

Please arrange for a field examination of the subject mine.

Copies of memoranda from the Geological Survey and the Bureau of Mines are enclosed.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (JHB)

Approved:

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

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

P.N.
5-7-53

Enclosures 4
SAFeitler:gad 5/5/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA
Mr. Houk

Jm. Leitler

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

April 30, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2988, Mica, Bennett Mine
Macon County, North Carolina

The Geological Survey (Professional Paper 225, p. 76) tested 13 pieces of mica from subject mine to be 100 percent of E-1 capacitor quality and color was classified as crimson brown, generally accepted as ruby mica. It is suggested that the field team visit this property when a member of the field team is in that vicinity to ascertain if an exploration program is justified.

W. F. Dietrich

W. F. Dietrich

dmea 2988

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 29 1953

Mr. Reitter

Route 3
Franklin, N. C.
April 27, 1953

Defense Minerals Expl. Adm.
Department of the Interior
Washington 25, D. C.

Gentlemen:

In connection with my application dated April 17, 1953, I am enclosing herewith six (6) executed copies of Owner's Consent to Lien.

Very truly yours

Ray E. Bennett

RAY E. BENNETT

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
APR 22 1953

April 22, 1953

Memorandum

REVIEW OF APPLICATION DMEA-2988 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: Basil G. Dean, U. S. Geological Survey
Applicant: Ray E. Bennett, Route 3, Franklin, North Carolina
Name of property: Bennett mine (Mallonee mine)
Location of property: 4 miles N. 24° W. of Franklin, Macon County, N. C.
Estimated cost of project: $4,437.50
Summary of applicant's proposal:

(1) 50-foot shaft
(2) 50-foot drift

Sources of information on applicant's property:

Jahns, R. H., Unpublished professional paper on mica deposits of the Blue Ridge province, North Carolina and Georgia.

Comments:

(1) According to Jahns the pegmatite was not exposed in the upper parts of the shallow shafts on the property. He describes some of the muscovite on the dumps as being of "very good quality."

(2) Although the applicant states mica from this mine was sold to Colonial Mica Corporation during the last war, no record of any production from the Bennett (Mallonee) mine could be found in the Colonial Mica Corporation's purchase records.

RECOMMENDATION:

Field team examination.

Basil G. Dean

Basil G. Dean

April 20, 1953

Mr. Ray E. Bennett
Route 3
Franklin, N. Carolina

Subject: DMEA-2988
Re: Exploration Assistance
Bennett Mine

My dear Mr. Bennett:

The receipt of your application dated April 17, 1953 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-2988 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-2988 in any future correspondence relating to your application.

Sincerely yours,

ROBERT E. ADAMS

Robert E. Adams, Chief
Operations Control and
Statistics Division

MF-103
(Revised April 1952)

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

Form Approved.
Budget Bureau No. 42-R1085.2.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 20 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-2988
Metal or Mineral
Date Received 4-20-53
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:

RAY E. BENNETT
ROUTE 3
FRANKLIN, N. C.

(*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 BEING the land, consisting of 50 acres more or less, deeded on August 8, 1929, from W. G. Mallonee, et al, to W. B. Bennett, and recorded in the office of the Register of Deeds for Macon County, N. C., in Book Q-4 at page 161.

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

(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise ~~OWNER~~ 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 NONE

(*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 STRATEGIC 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 ..... days and be completed within ..... months from the date of an exploration project contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Explain in detail on acompanying paper.

## CERTIFICATION

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

Dated ~~MARCH 27th~~ April 17th, 1953

RAY E. BENNETT
(Applicant)

By Ray E. Bennett

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

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

MF-103 RAY E. BENNETT ROUTE 3 FRANKLIN, N.C. - MICA -
BENNETT MINE
MACON COUNTY.

3. (d) Copy of lease, with legal description from deed, attached.

4. This mine was first worked about 50 years ago with several shallow pits and one shaft to a depth of 75'. Considerable block mica was recovered from this shaft - sheeting to over 4" x 6".

Applicant has just completed the dozing of a cut, 100' long, 20' wide and about 12' deep. This has been cross cut at about the center. A vein has been exposed for approximately the full distance, 5 feet wide; shows excellent pegmatite with blocks of hard, flat ruby mica.

Operated during last war, production was sold to Colonial Mica Corp. Sheeting from one block sold for over $1,400.00.

Mine has also been known as the "Mallonee" but applicant has now given it a permanent name - the Bennett.

Located less than 5 miles northwest of Franklin; accessible by state and county roads. Sufficient manpower, etc., available.

5. Because of the recent dozing exposure and excellent vein showing, it is proposed to sink a shaft at about the center of the cut, to a depth of 50' and then drift 25' in each direction on the vein.

Work will start upon receipt of contract and be completed, with 2 shifts, in 25 working days.

Applicant has over 15 years experience in mica mining and will act as working foreman. He has had the assistance of Norman Mashburn, whose knowledge and experience is known to DMEA, in past exploration and development work. Mr. Mashburn will assist as supervisor - part time.

6. (a) none.

| | | |
|---|---|---|
| (b) Supervisor, 10 days @ $15.00 per day | $150.00 | |
| 2 working foremen, 25 days @ 12.- each | 600.00 | |
| 2 miners, 25 days @ 10.- each | 500.00 | |
| 2 muckers, 25 days @ $8.- each | 400.00 | $1,650.00 |
| (c) Hand Tools, wheelbarrow, picks, shovels, etc. | 85.00 | |
| Timber for shaft & drifts | 400.00 | |
| 25 cases explosives @ $13.50 | 337.50 | |
| Exploders | 60.00 | |
| Blasting Machine | 75.00 | |
| Carbide & Lamps (7) | 35.00 | |
| Gasoline & Oil | 175.00 | |
| 20 pcs. assorted steel @ $6.00 average | 120.00 | |
| 500 Timken Bits | 210.00 | 1,497.50 |
| carried to next page | | $ 3,147.50 |

MF-103 RAY E. BENNETT ROUTE 3 FRANKLIN, N.C.

- MICA -
BENNETT MINE
MACON COUNTY

| | | | |
|---|---|---|---|
| 6. | Totals previous page | | $ 3,147.50 |
| (e) | none. | | |
| (f) | Tool & Storage House | $275.00 | 275.00 |
| (g) | Breakage, Blacksmith work, etc. | 300.00 | |
| | Accounting | 50.00 | |
| | Compensation & Liability Insurance | 200.00 | |
| | Payroll taxes, etc. | 45.00 | |
| | | | 595.00 |
| | | | $ 4,017.50 |
| (d) | Rental, Compressor, Jackhammer, Hoist & Pump | 245.00 | |
| | Purchase, Boom Equipment | 175.00 | |
| | | | 420.00 |
| | TOTAL ESTIMATED COST | | $ 4,437.50 |

- - -

NOTE:- Property is owned by Mother of Applicant, 2 sisters and a brother (as well as applicant); being all the heirs of deceased Father - W. B. Bennett.

All members of the family have signed the lease, with the exception of a brother who resides in Baltimore. Lease has been forwarded to him for execution and will be returned within a few days. Will then be recorded. At that time six (6) copies of Owner's Consent to Lien will be fully signed and mailed to DMEA for attaching to this application.

Due to the expected termination of the Defense Act on ~~March~~ June 30th, this application is being forwarded now so that initial processing may proceed.

- - - - -

NORTH CAROLINA

MACON COUNTY

THIS LEASE AGREEMENT, made and entered into this 17th day of April, 1953, by and between IVA LEE BENNETT, DOROTHY BENNETT SWOFFORD, FANNIE BENNETT BRADLEY, of Macon County, North Carolina, ERNEST M. BENNETT of Baltimore, Maryland, and RAY E. BENNETT, parties of the first part, hereinafter referred to as LESSORS, and RAY E. BENNETT of Macon County, North Carolina, party of the second part, hereinafter referred to as LESSEE,

W I T N E S S E T H

That subject to the terms and conditions hereinafter set forth, said Lessees, being all the heirs of W. B. Bennett, have let and leased unto said Lessee, his heirs and assigns, the exclusive right and privilege to mine, dig and remove all minerals now in, under and upon a certain tract or parcel of land lying and being in Macon County, North Carolina, and more particularly described as follows:

> BEING the land deeded on August 8, 1929, from W. G. Mallonee, et al, to W. B. Bennett and his heirs, and recorded in the office of the Register of Deeds for Macon County, North Carolina, in Book Q-4 at page 161; said land being bounded as follows, to wit:- BEGINNING at a stake and willow at the Iotla Creek at the North East Corner of the Parsonage Lot and runs North 15 W, 145 poles to a small White Oak in an old East and West line near the top of a ridge, then West with the old line 60 poles to a White Oak in the hollow above the head of the branch, then down said branch and hollow to a stake in the ford of the branch in the Old Road, then with said old road and the Collins line in a South Westerly direction to the Vaughan Gate Post at the North West Corner of the Collins Lot, then in an Easterly direction with a ditch to the Iotla Creek, then down the Creek with its meanders to the BEGINNING, containing 50 acres more or less.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. Unless sooner terminated as herein provided, this lease shall exist and continue for a term of five (5) years from date hereof, however, upon compliance with its terms and conditions, same shall be extended from year to year thereafter.

2. As rental or royalty Lessee, his heirs and assigns shall pay to Lessors a sum equal to twelve and one half percent (12½) of the selling price of all sheet and block mica, One Dollar ($1.00) per ton on scrap mica and the usual royalty on all other minerals mined and sold from said property. Said royalties shall be paid on or before the 20th day of each calendar month following the production, sale and receipt of the sale price thereof.

3. The Lessee shall keep and make available to said Lessors an accurate record of all sales of minerals from this property.

4. Lessee, his heirs and assigns agree they will conduct mining operations upon said property for a period of not less than eight (8) months each year this lease remains in force, beginning with the year 1954.

5. Upon failure to pay any royalties as herein set forth when same shall become due and payable, this lease shall become null and void and all rights of the Lessee shall thereupon cease and terminate; however, Lessors agree that written notice shall be given to Lessee who shall have thirty (30) days from the receipt of such written notice within which to remedy any non-payment of royalties or any other cause of forfeiture of this lease.

So long as this lease remains in force the Lessee, his heirs and assigns in connection with same shall have and enjoy all the usual rights and privileges

associated with mica mining in the area, together with the right of ingress, egress and regress to and from said lands.

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

Iva Lee Bennett

Dorothy Bennett Swofford

Fannie Bennett Bradley

Ernest M. Bennett

Ray E. Bennett

PARTIES OF THE FIRST PART.

Ray E. Bennett

PARTY OF THE SECOND PART.

NORTH CAROLINA

MACON COUNTY

The execution of the foregoing instrument was this day acknowledged before me by IVA LEE BENNETT, DOROTHY BENNETT SWOFFORD, FANNIE BENNETT SWOFFORD and RAY E. BENNETT, for the purposes therein expressed.

WITNESS my hand and Notarial Seal this the day of April, 1953.

(SEAL)

Notary Public

MY COMMISSION EXPIRES:

STATE OF MARYLAND
COUNTY OF BALTIMORE

The execution of the foregoing instrument was this day acknowledged before me by ERNEST M. BENNETT for the purposes therein expressed.

WITNESS my hand and Notarial Seal this the day of April, 1953.

(SEAL)

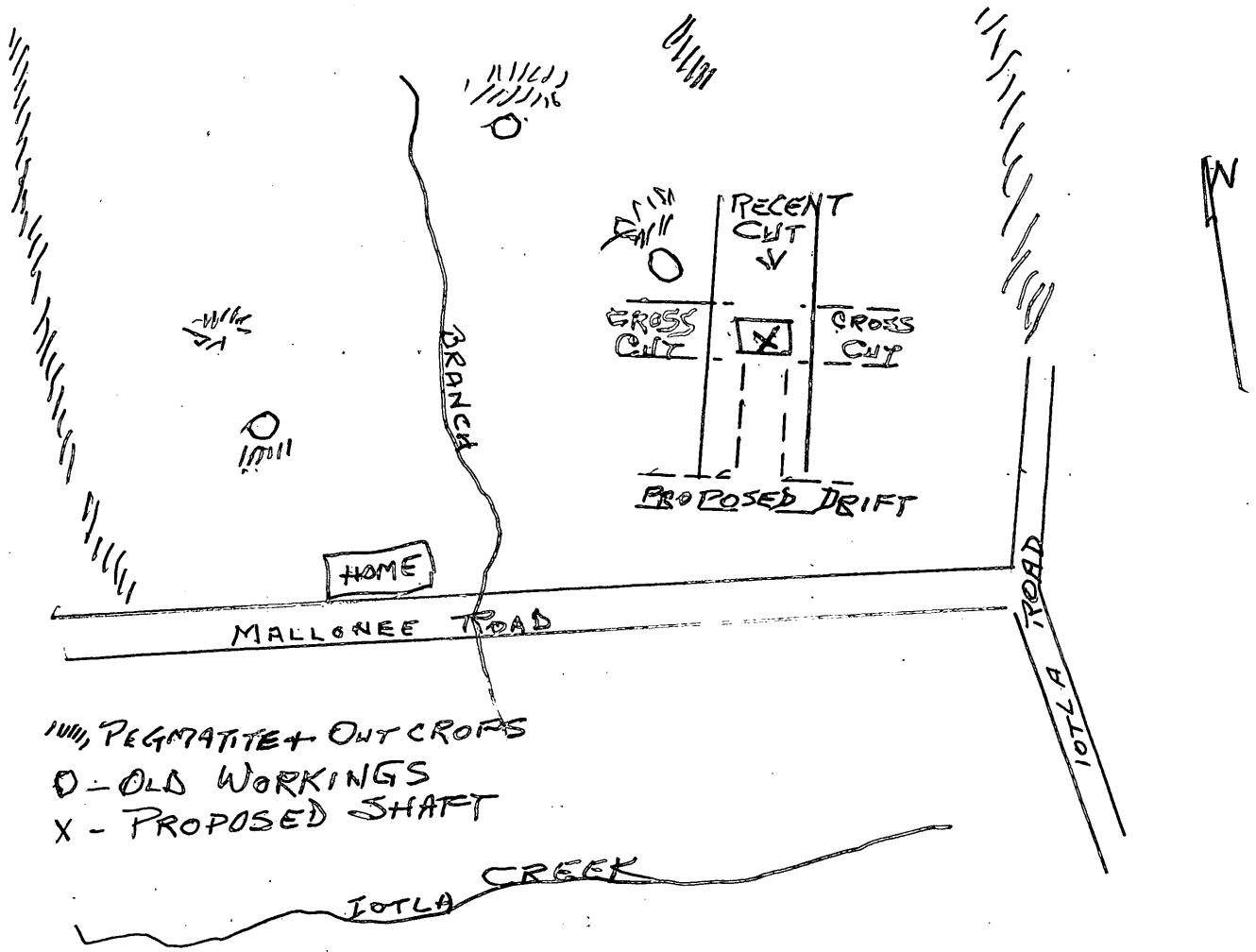
Notary Public

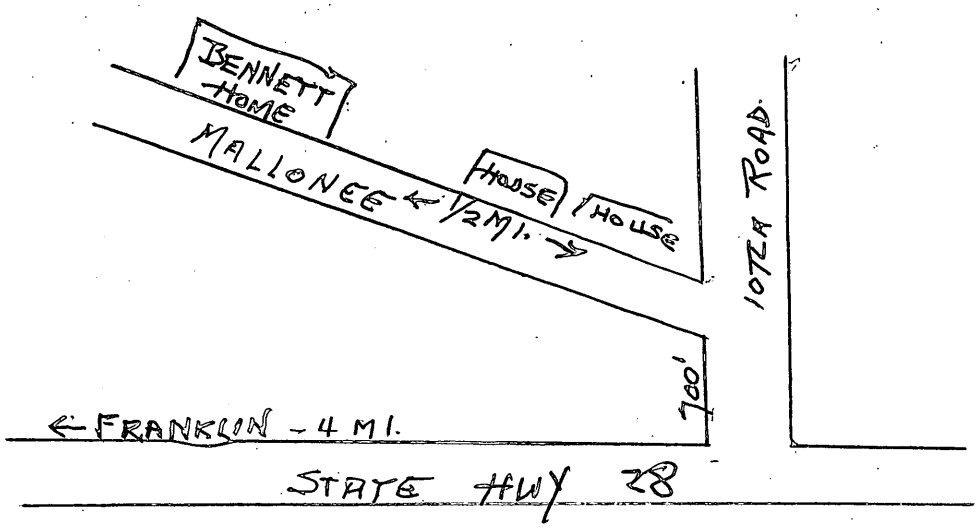
MY COMMISSION EXPIRES:

mea-2988

MF-103 RAY E. BENNETT ROUTE 3 FRANKLIN, N. C.

- MICA -
BENNETT MINE
MACON COUNTY



1 copy of map enclosed
4-20-53

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

OFFICIAL BUSINESS