DMEA Form 9

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

OFFICIAL DOCKET FILE

DMEA NO. 4636

Application (Denied
(Withdrawn
(After disposition, delete items not applicable)

Contract (Terminated - not Certified
(Cancelled
(Terminated - Certified
(Royalty Agreement

This is the official contract file containing all official records of the project. The records contained in the files are checked and are arranged in this order:

Left Side

Interim Royalty Audits
Reports of Royalty Review
Certification of Discovery
Certificate of Audit (Final)
Interim Audit(s)
Report of Review
Termination Notice or Agreement
Recision Notice
Assignment of Contract
Contract Amendments (latest on top)
Contract with all exhibits and annexes
(Owner's Consent to Lien
✓(Subordination Agreement
✓ Leases and assignments of leases
✓ Application and attachments
(3) Envelope for maps

Right Side

Project summary
Work completed analysis
All other material is filed in chronological order with correspondence including the following reports as checked:

Final Field Team Report (Tab)
Operator's Final Report
(2R) Interim Reports
(2R) Operator's monthly reports and all attachments (latest on top)
On-site Exam Report(s) (Tab)
(4) Settlement Sheets

When the volume of records is expected to warrant additional folders, or when convenience of reference warrants separate folders for certain records, they should be set up in this order:

Left Side

Folder No. 2: (In chron. order)
Interim Summary Reports by W. O. Engineers

Right Side

Operator's Semi-Annual Report for Certified Project, Field Team Interim Reports, Operator's Monthly Report with transmittal, narrative, maps, and Field Team review.

Folder No. 3: Maps (Use pocket folder or envelope. Fold maps with title block out and show reference to related document or correspondence.)

Folder No. 4: Settlement Sheets

Folder No. 5: Drill Logs

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator_____
Docket No. DMEA-_____
Contract No. Idm-E_____
Contract Date_____

RECEIVED FEB 14 1957 D.M.E.A.

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Avery State of North Carolina, described as follows: 2/

Beginning on an iron stake located 100 feet East of what is known as the Tom Benfield Mine which is located 685 feet North 18° East from a large white oak tree which is a corner in the property line between Vance-Guy Corporation and Tom Benfield which is recorded in Book 52, page 188, and running North 300 feet, West 300 feet; South 600 feet; East 600 feet; North 600 feet; and 300 feet West to point of closing.

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1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom, to secure the payment to the Government of a percentage royalty on production as may be provided for by the Contract;

3. Subordinates the undersigned's right, title, claim, or interest in or against the land and in any production therefrom to the rights of the Government under the contract with respect to royalty on production and liens to secure same;

4. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none." Do not leave lines blank.)

None

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6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provision: _____ (State "None" or "See Annex No.____")

Dated this 31st. day of January, 1957.

Ivor C. Vance	[Seal]		[Address]
Vance - Guy Corporation	[Seal]	Newland, N.C.	[Address]
Margaret G. Perland, Secy - Treas.	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

I, Margaret G. Perland certify that I am the Secretary (Secretary, etc.) of the corporation named herein; that Ivor C. Vance who signed this agreement was then President (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

Margaret G. Perland
[Corporate Seal]

MF-205
(Combines and supercedes MF-201 and MF-203)
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6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provision: _____ (State "None" or "See Annex No.____")

Dated this 31st. day of January, 1957.

Ivor C. Vance [Seal] _____ [Address]

Vance - Guy Corporation [Seal] Newland, N.C. [Address]
Margaret S. Penland, Secy-Treas.

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

I, Margaret S. Penland certify that I am the Secretary (Secretary, etc.) of the corporation named herein; that Ivor C. Vance who signed this agreement was then President (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

Margaret S. Penland
[Corporate Seal]

MF-205
(Combines and supercedes MF-201 and MF-203)
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Ivor C. Vance	[Seal]		[Address]
Vance-Guy Corporation	[Seal]	Newland, N.C.	[Address]
Margaret G. Penland, Sec'y-Treas.	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
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Ivor C. Vance	[Seal]		[Address]
Vance - Gray Corporation Margaret G. Pearland, Secy-Treas.	[Seal]	Newland, N.C.	[Address]
	[Seal]		[Address]
	[Seal]		[Address]
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Ivor C. Vance	[Seal]		[Address]
Vance - Ivy Corporation	[Seal]	Newland, N.C.	[Address]
Margaret S. Pearland, Secy-Treas.	[Seal]		[Address]
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MF-205
(Combines and supercedes MF-201 and MF-203)
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7. Added provision: _____ (State "None" or "See Annex No.____")

Dated this 21st. day of January, 1957.

Dorr C. Vance	[Seal]		[Address]
Vance - Guy Corporation Margaret G. Pearlstt, Secy - Treas.	[Seal]	Beltsville, Md.	[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

I, Margaret G. Pearlstt certify that I am the Secretary (Secretary, etc.) of the corporation named herein; that Dorr C. Vance who signed this agreement was then President (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

Margaret G. Pearlstt
[Corporate Seal]

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED FEB 14 1957 D.M.E.A.

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. 4636
Metal or Mineral Mica
Date Received 2-14-57
Estimated Cost $8,500.00
Participation (Government %)

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: Sam L. Phillips, Dayton Ingram and Robert Guy
Spruce Pine, 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 Legal description given on attached lease.

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

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

(*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. Lease attached.

(*e*) If you own the land, describe any liens or encumbrances on it Do not own land.

(*f*) If the land consists of unpatented claims, add to the description above, the book and page numbers for each recorded location notice. None

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. See sheet.

(*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. See sheet

(*c*) The work will start within 30 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. Now on file with DMEA.

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: See sheet.

(*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 1-31-57, 195..

Sam L. Phillips, Dayton Ingram & Robert Guy
(Applicant)

By Sam L. Phillips

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

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

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DATE	INITIALS	CODE

MF-103 Continuation Sheet

4. (a) Some prospecting has been done. Applicant has no interest in previous operations.

(b) No records of past productions.

(c) Outcropping of vein indicated that mica will be found by exploration work, and from apperance of the previous prospecting work there seems to be a good chance of finding ruby mica.

(d) We plan to bulldoze road access.

(e) Manpower, supplies and equipment are available. Power is about 500' away.

5. (b) We propose to bulldoze access to road, and bulldoze away overburden, then drift and/or crosscut a distance of 200'.

6. Estimate of costs:

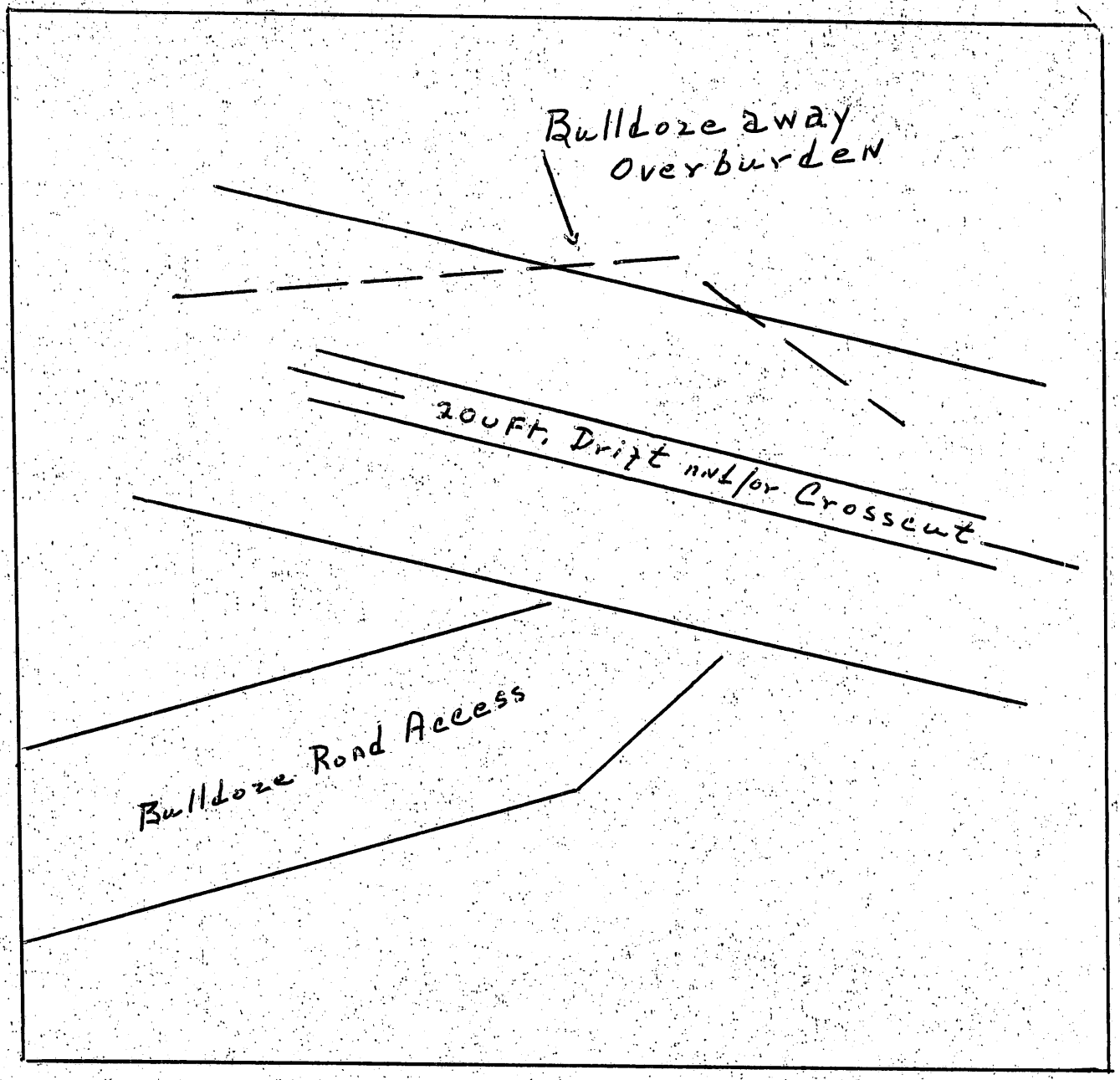
50 hours Bulldozing @ $10.00 - - - - - $ 500.00

200' Drift and/or Crosscut @ $40.00 - - 8000.00

Total estimated cost of project: $ 8500.00

Tom Benfield Prospect

Avery County, N.C.



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DATE | INITIALS | CODE

NORTH CAROLINA

AVERY COUNTY

THIS MINING LEASE, made and entered into this 31 day of January, 1957, by and between VANCE-GUY CORPORATION, a Corporation existing under and by virtue of the laws of the State of Delaware, with its principal office located in the Town of Newland, Avery County, North Carolina, party of the first part, hereinafter referred to as OWNER; and SAM L. PHILLIPS, DAYTON INGRAM and ROBERT B. GUY, parties of the second part, hereinafter referred to as LESSEES;

W I T N E S S E T H :

That the OWNER, for and in consideration of the performance of the conditions and agreements and on the payment of royalties as hereinafter required, has bargained and leased and by these presents does bargain, lease and grant unto the LESSEES, their successors and assigns, for the period of time fixed in Paragraph One below, the following described real property for mining purposes, lying and being in Altamont Township, Avery County, North Carolina, and being more fully described as follows:

> BEGINNING on an iron stake located 100 feet East of what is known as the Tom Benfield Mine which is located 685 feet North 18° East from a large white oak tree which is a corner in the property line between Vance-Guy Corporation and Tom Benfield which is recorded in Book 52, page 188, and running North 300 feet, West 300 feet; South 600 feet; East 600 feet; North 600 feet; and 300 feet West to point of closing.

TO HAVE AND TO HOLD, the said mine for mining purposes unto the LESSEES, their successors and assigns for the period of time fixed in Paragraph One below, upon full compliance with each and all of the following stipulations and agreements:

1. PERIOD OF TIME. This lease shall begin as of the date hereof and be in full force and effect for a period of five (5) years unless sooner terminated as hereinafter provided; it being expressly understood and agreed that the LESSEES shall have the option to renew the said lease upon its original terms and conditions for an additional period of five (5) years by delivering to the OWNER written notice of such intent not more than 120 and not less than 90 days prior to the expiration date hereof.

If the LESSEES should, for any cause whatever, fail for a period of 90 days at any one time to conduct mining operations on the above described property in a workmanlike manner, weather permitting, using proper and sufficient machinery, tools, equipment and labor so as to reasonably work said mine, then and in that event this lease shall automatically terminate and be of no further effect and, upon the termination of this lease, the OWNER shall have a right to re-enter and take possession of the premises without further notice to the LESSEES.

If the LESSEES should fail to pay any royalty at the time payment is due and the OWNER, or its agent, makes specific demand upon the LESSEES, or their agent hereinafter designated, for such payment of royalty and the LESSEES fail to make full payment thereof within 30 days from the date of such demand, then and in that event the OWNER, at its option, may declare this lease terminated and of no further force and effect and, upon such termination, the OWNER shall have a right to re-enter and take possession of the premises without further notice to the LESSEES.

2. MINING RIGHTS. The LESSEES, their agent, servants and employees shall have a right to enter upon said premises and search for, dig, quarry and obtain mica, feldspar and any and all other minerals and, in so doing, may use bulldozer and any other machinery, equipment, tools, appliances and labor as the LESSEES may elect. Said LESSEES shall have and are hereby granted a right of ingress and egress from the public road or highway to said mine so as to conduct mining operations on said premises and operate under this lease and shall have a right to use, maintain and repair any existing roads or ways and shall have a right to construct, maintain and repair other necessary roads, power lines and ways so as to mine said mine and remove the minerals and products therefrom.

The LESSEES shall have and are hereby granted the right to dump waste from said mine onto the nearby premises as may be reasonably necessary in the mining of said mine.

3. MANNER OF WORK. The LESSEES shall use sufficient machinery, equipment, tools, appliances and labor so as to conduct mining operations upon said premises in a workmanlike manner and the failure to do so for a

period of 90 days at any one time, weather permitting, shall cause this lease to be subject to termination as stated in Paragraph One above.

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

(a) One-eight (1/8) of the sales price at the point of sale of all mica;

(b) Fifty (50) cents per long ton (2240 lbs.) of all feldspar; and

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

Payment of royalty shall be paid by the LESSEES to the OWNER immediately after each sale and particularly within 30 days from each sale of any mica, feldspar or other minerals from said premises.

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

The LESSEES shall also, at any time, exhibit to the OWNER, or its agent, the daily record of mica and the record of all other minerals mined and removed from said premises hereinabove required to be kept by the LESSEES.

The LESSEES shall keep all the required books and records at their principal place of business in the County of Avery, State of North Carolina, so as to be reasonably accessible to the OWNER.

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

6. PREPARING MICA. All mica mined from said premises shall be kept and protected and secured under lock when not protected by an authorized person until such mica is prepared and removed for market.

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

8. AGENT. For the purpose of receiving payment of all royalties due under this lease and for the purpose of making any demand or giving any notice under the terms of this lease, Margaret G. Penland, Newland, North Carolina, is hereby appointed and constituted as agent for the OWNER.

For the purpose of receiving notice, demand and service of process relating to any and all matters growing out of or coming under the terms of this lease, (name) Robert Guy, (address) Newland, N.C., is hereby appointed and constituted as agent and process agent for the LESSEES.

9. COVENANTS. The OWNER covenants to and with the LESSEES, their successors and assigns that it has a right to execute this lease upon the terms herein contained; that the mine hereby leased is free and clear from all encumbrances; that the LESSEES shall have and enjoy peaceful possession and use of said mine and mining rights as stated in this lease; and that the OWNER will forever warrant and defend the title and right thereto against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, said parties hereto have executed this Mining Lease in duplicate originals, one of which is retained by each of the said parties, the day and year first above written.

VANCE-GUY CORPORATION (OWNER)

Attest: Margaret G. Penland (SEAL)
Secretary-Treasurer

By: Joe C. Vance
President

Sam L. Phillips (SEAL)
Lessee

Dayton Dyson (SEAL)
Lessee

Robert Guy (SEAL)
Lessee

NORTH CAROLINA ACKNOWLEDGMENT

AVERY COUNTY

I, Georgia S. La Barbera, a Notary Public in and for said County and State, do hereby certify that MARGARET G. PENLAND personally came before me this day and acknowledged that she is Secretary-Treasurer of Vance-Guy Corporation, a Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, IVOR C. VANCE, sealed with its corporate seal, and attested by herself as its Secretary-Treasurer.

WITNESS my hand and Notarial Seal this 29 day of January, 1957.

Georgia S. La Barbera
Notary Public

My commission expires May 14, 1958

NORTH CAROLINA ACKNOWLEDGMENT

AVERY COUNTY

I, _____, a Notary Public in and for said County and State, do hereby certify that SAM L. PHILLIPS, DAYTON INGRAM and ROBERT B. GUY personally appeared before me this day and acknowledged the due execution of the foregoing Mining Lease for the purposes therein expressed.

WITNESS my hand and Notarial Seal this ____ day of _____, 1957.

_____
Notary Public

My commission expires _____

M I N I N G L E A S E

Between

VANCE-GUY CORPORATION

And

SAM L. PHILLIPS,
DAYTON INGRAM and
ROBERT B. GUY

J. RAY BRASWELL
ATTORNEY AT LAW
NEWLAND, NORTH CAROLINA

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
4/23	Houk	600
4/24	Selfridge	130
"	Johnson	110
	Mittendorf	100
4/25	JWJ	220

600

APR 24 1957

Mr. Sam L. Phillips

Spruce Pine, North Carolina

Re: Docket No. DMEA-4636-Mica
Sam L. Phillips, et al.
Tom Benfield Mine
Avery County, North Carolina

Lamb
Kilsgaard

Dear Mr. Phillips:

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

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

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

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

Sincerely yours,

C. O. Mittendorf (for)

Administrator

LGHouk:gad 4/18/57
Copy to: Admr. R. File
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

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

April 23, 1957

Memorandum

To: Mr. C. O. Mittendorf, Administrator

From: L. G. Houk, Chief, Nonmetallic Minerals Division

Subject: Evaluation of application and field examination report
Docket No. DMEA-4636 - Mica
Sam L. Phillips, et al.
Tom Benfield Mine
Avery County, North Carolina

Denial of application is recommended.

Mica: Poor host-rock for the presence of a significant quantity or quality of mica. Muscovite is light greenish-brown, flat, hard, and free splitting. Small garnet intergrowths seen in some books examined.

Pegmatite: Small discontinuous, concordant lenses of mica - bearing pegmatite occur in interlayered garnetiferous, muscovite-biotite gneiss and chloritic, hornblende gneiss. Exposures are poor. A thick residuum is developed on the underlying rocks. Pegmatite which is exposed in the largest (north-westernmost) of the six small open cuts has a ratio of alkali feldspar to soda feldspar of about two to one. Favorable environment was not indicated.

Workings: Six small cuspate open excavations have been made in the hillside, and from the largest, underground work has been done that is now caved and inaccessible. The workings are old, probably predating World War II.

Past production: Applicant states there is no record of past production.

Applicants' proposal:	50 hrs. bulldozing @ $10.00/hr.	$500.00
	200' drift and/or crosscut @ $40.00/ft.	8,000.00
	Total	$8,500.00

Recommendations: As the structual continuity of the small pegmatite lenses is very poor, and the feldspathic nature of the pegmatite is indicative of a poor host-rock, the Field Team recommends denial of the application. The Non-metallic Minerals Division concurs in the Field Team's recommendation as do the Commodity Members of the Bureau of Mines and the Geological Survey.

LGHouk:rsi 4/12/57
Copy to: Admin R. File
Mr. Houk

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

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April 22, 1957

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: W. F. Dietrich, Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4636 (mica)

Applicant: Sam L. Phillips, et al.

Name and Location of Property: Tom Benfield Mine, Avery County, N. C.

Date of Field Team Report: 4/3/57

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 4/8/57

Field Team Recommendation: Recommend denial of DMEA assistance.

Comments:

1. This is an old mine at which the workings are caved.

2. Exposures of small discontinuous pegmatite lenses are poor.

3. Geological factors show that this deposit is unlikely to produce any sizable quantities of strategic mica.

Recommendation:

I concur with the recommendation of the field team for denial of the application.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

OFFICIAL FILE COPY
DMEA
RECEIVED APR 11 1957

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

April 10, 1957

Re: DMEA 4636
Sam L. Phillips et al
Tom Benfield Mine
Avery Co., N. C.
$8,500.00 - Mica

Memorandum

To: L. G. Houk, Defense Minerals Exploration Administration

From: N. E. Nelson, U. S. Geological Survey

Subject: Review of Field Team Report.

The applicants requested assistance in doing work on a pegmatite about which little information appeared to be available.

The examiners found considerable work had been done in years past, and most openings are now caved and inaccessible. In one large open cut 2 small lenses of pegmatite were discerned. On one a now-caved adit had been driven. In the opinion of the examiners, the lack of continuity, the geologic environment, and the mineralogy of the pegmatite lenses, are unfavorable and they recommend that the application be denied.

I concur with the recommendation.

N. E. Nelson

N. E. Nelson

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

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RECEIVED APR 5 1957

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4/9	C	220
		600

April 3, 1957

Memorandum

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

From: Field Team, DMEA, Region V, Knoxville, Tennessee

Subject: Examination Report, DMEA-4636 (mica) Tom Benfield Mine
Avery County, North Carolina

Enclosed are the original and three copies of the field examination report on the above subject mine.

We agree with the recommendation of the examiners that this application be denied DMEA assistance.

Robert A. Laurence
Robert A. Laurence
Executive Officer

W. A. Beck
W. A. Beck for V. J. Lynch
Member, Bureau of Mines

Enclosures 4

Reviewed by
DMEA OPERATING COMMITTEE
4-8-57
(date)

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D M E A
RECEIVED 1957

DATE		CODE
		130
		220

UNITED STATES

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

EXAMINATION REPORT BY FIELD TEAM

REGION V

on

DMEA-4636, TOM BENFIELD MINE (mica)

Avery County, North Carolina

By

S. C. Bergman & E. L. Boudette, Geologists
U. S. Geological Survey

and

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

April 2, 1957

Reviewed by
DMEA OPERATING COMMITTEE
4-8-57
(date)

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DMEA
RECEIVED 1957
DATE | CODE

FIELD EXAMINATION REPORT

on

Tom Benfield Mine

Avery County, North Carolina

DMEA-4636 (mica)

SUMMARY

Small, discontinuous, concordant lenses of mica-bearing pegmatite occur in interlayered garnetiferous, muscovite-biotite gneiss and chloritic, hornblende gneiss. Exposures are poor on the property. Examination of the mine did not reveal definite exploration targets, and a favorable environment for the discovery of a significant strategic mica deposit was not indicated. Denial of DMEA assistance in an exploration program is recommended.

INTRODUCTION

Examination.--The Tom Benfield Mine was examined on March 22, 1957, over a period of 1½ hours to ascertain if an exploration program with DMEA assistance is justified. Messrs. Sam L. Phillips and Dayton Ingram, Applicants, accompanied the examiners. The examination was conducted in rainy, cool weather.

Location and accessibility.--The subject property is located 0.8 miles N24°W of the road intersection at Pyatt, Avery County, N. C., on the moderately sloping side of Elk Ridge at the extreme southern end of the ridge near the ridge crest. The property is at an elevation of about 3450 feet, and is approximately 800 feet southeast of the presently active Johnson Mine (DMEA-4448). Reference should be made to the Newland, N. C., 7½ minute series quadrangle sheet (USGS-TVA, ed. 1934, 1:24,000, 215SW).

THE PROPERTY

Six small, cuspate open excavations have been made in the hillside, and from the largest (see map), underground work has been done that is now caved and inaccessible. The workings are old, probably predating World War II. No equipment or finished supplies are at the site.

GEOLOGY

The property is underlain by interlayered, garnet-muscovite-biotite gneiss and chloritic hornblende gneiss enveloping small, discontinuous lenses of oligoclase-perthite-quartz-muscovite pegmatite that are concordant to the schistosity. The attitude of the schistosity is variable from N43W, 5°NE to flat-lying. A thick residuum is developed on the underlying rocks.

Pegmatite which is exposed in the largest (northwesternmost) cut has a ratio of alkali feldspar to soda feldspar of about 2 to 1. Muscovite in the pegmatite is light greenish-brown, flat, hard, and free-splitting. Small garnet intergrowths were seen in some of the books examined.

CONCLUSIONS AND RECOMMENDATIONS

The examiners mutually agree after their inspection that DMEA assistance is not justified for an exploration program. The geologic environment is considered unfavorable and exposures did not reveal definite exploration targets. Structural continuity of the small pegmatite lenses is very poor, and the feldspathic nature of the pegmatite is indicative of a poor host-rock for the presence of a significant quantity or quality of

mica. Pegmatite of similar mineralogy is recognized as unfavorable for mica throughout the entire Spruce Pine, N. C., area. The examiners recommend denial.

S. C. Bergman & E. L. Boudette, Geologists
U. S. Geological Survey

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

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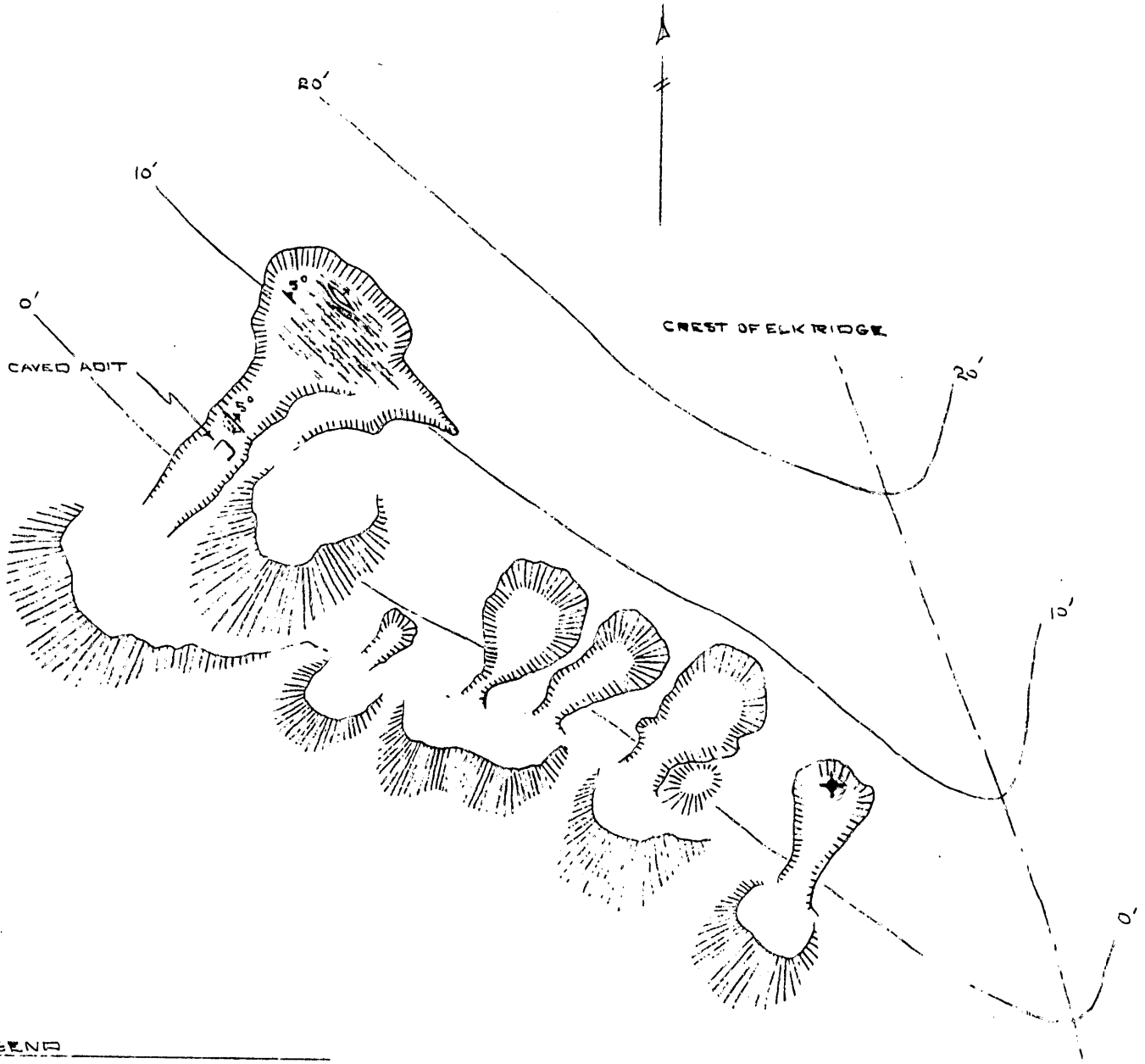

LEGEND

- PEGMATITE OUTCROP
- INTERLAYERED - MUSCOVITE-BIOTITE & HORNBLENDE GNEISSES
- EXCAVATION
- DUMP

TOM BENFIELD MINE
AVERY COUNTY, NORTH CAROLINA
DMEA-4636 (MICA)

SCALE: 1" = 40'

SC'3 3/57

Spruce Pine, North Carolina
March 14, 1957

Letter from Sam L. Phillips addressed to Mr. L. G. Houk, Chief Nonmetallic Minerals Division, DMEA

Dear Mr. Houk:

.....

.....

We will send you the legal description on the Mead Prospect DMEA #4662, Whisnant Prospect, DMEA #4663, and the Tom Benfield Prospect, DMEA #4636, just as soon as we get them.

Sam L. Phillips

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
2/25	Houk	600
2/25	Selfridge	130
"	Lodge	110
	Mittendorf	100
2/26	C	220
		600

600

FEB 25 1957

Mr. Sam L. Phillips

Spruce Pine, North Carolina

Re: Docket No. DMEA-4636-Mica
Sam L. Phillips, et al.
Tom Benfield Mine
Avery County, North Carolina

Dear Mr. Phillips:

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 V, Room 13, Post Office Building, Knoxville 2, Tennessee, for further consideration and possibly a field examination.

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

Please supply this office with a metes and bounds description of the tract described in Book 52, Page 188, of the Avery County records. An accurate measurement and compass bearing from the proposed DMEA work to the closest identifiable corner should also be given.

Sincerely yours,

C. O. Mittendorf

Administrator

LGHouk:gad 2/21/57
Copy to: Admr. R. File
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
2/25	Houk	600
2/25	Selfridge	130
"	[illegible]	110
"	[illegible]	100
		220

600

FEB 25 1957

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

Re: Docket No. DMEA-4636-Mica
Sam L. Phillips, et al.
Tom Benfield Mine
Avery County, North Carolina

Dear Mr. Laurence:

Please review the subject application and arrange for a field examination if you deem it necessary.

Copies of memoranda dated February 15 and 19, 1957, by Mr. N. E. Nelson, USGS, and Mr. W. F. Dietrich, USBM, respectively, relating to the project are enclosed. There is also enclosed a copy of the application for the use of the Field Team.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GLB)

Approved:

P. F. Yopes (GLB)
Member, Bureau of Mines

N. E. Nelson (GLB)
Member, Geological Survey

Enclosures 5

LGHouk:gad 2/21/57
Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

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

February 19, 1957

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: W. F. Dietrich, Chief, Branch of Ceramic and Fertilizer Materials

Subject: 4636 (mica)

Applicant: Sam L. Phillips, Dayton Ingram, Robert Guy

Name and Location of Property: Tom Benfield Property, Avery County, North Carolina

Date Application Rec'd. by Br. of Ceramic & Fertilizer Materials: 2/14/57

Comments:

1. Applicant states this property has been prospected previously.

2. Applicant has itemized the estimated costs for the project, but has neglected to propose a plan for exploration.

3. Although it would be desirable for the applicant to furnish more complete information, it appears that a visit by an examiner would furnish more useful data.

Recommendation:

It is recommended that the field team visit this mine when in that vicinity to ascertain if an exploration project is justified. If so, the field team and applicant should agree on a definite plan of exploration on a unit-cost basis.

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2-20 | C | 220
600

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

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

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D M E A
RECEIVED FEB 18 1957

DATE	INITIALS	CODE
2/19	C	220
		600

February 15, 1957
Re: DMEA 4636
Sam'l L. Phillips, et al
Ton Benfield Mine
Avery County, North Carolina
$8,500.00 - Mica

Memorandum

To: L. G. Houk, Defense Minerals Exploration Administration

From: N. E. Nelson, U. S. Geological Survey

Subject: Review of application

The applicants request assistance in doing work on a pegmatite about which little appears to be known, but in which, according to the applicants, there seems to be a good chance of finding ruby mica.

The work proposed consists of:-

50 hours bulldozing @ $10.00	$ 500.00
200 feet drift and/or crosscut @ $40.00	8,000.00
Total	$8,500.00

Referral of the application to the Field Team is recommended.

N. E. Nelson

N. E. Nelson

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

February 14, 1957

Mr. Sam L. Phillips
Spruce Pine, N. C.

Dear Mr. Phillips:

Subject: DMEA-4636

Your application for exploration assistance, dated January 31, 1957 submitted to our office at Washington, D. C. has been assigned Docket Number DMEA-4636 and referred to the Non Metallics Minerals Division in the Washington office. Kindly identify all future correspondence relating to your application by this Docket Number.

Sincerely yours,

Allen S. Dakan, Director
Operations Control and
Statistics Division

Copy to: Code 600

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