DMEA Form 9

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

OFFICIAL DOCKET FILE

DMEA NO. 4702

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(~~Withdrawn~~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

9775

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

March 26, 1957

OFFICIAL FILE COPY
DMEA
RECEIVED MAR 28 1957

DATE	INITIALS	CODE

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Application from Lewis Turbyfill, et al, Benge Gap Mine, Ashe County, N. C. (Mica)

Enclosed are three copies of the subject application, with a copy of the lease and six signed copies of the Consent to Lien.

We are keeping the fourth copy of the application.

It is noted that Mrs. W. S. Watson failed to sign the seventh copy of the Consent to Lien.

Robert A. Laurence
Robert A. Laurence
Executive Officer, DMEA
Region V

V. J. Lynch
V. J. Lynch, Member
Bureau of Mines

RAL/as
cc
Lynch
Shirley
Files

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

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

RECEIVED MAR 28 1957 D.M.E.A.

Not to be filled in by applicant

Docket No. 4702
Metal or Mineral Mica
Date Received 3-28-57
Estimated Cost $5000
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: Lewis Turbyfill, Nick Long, Andrew Vaughan, Jr., and Andrew Vaughan III, 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.

RECEIVED MAR 26 1957

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. BEGINNING at a steel post 3 inches in diameter and approximately 3 feet high which will be called the center and said steel post is located 300 feet north of Benge Gap Mine, and using said steel post as center of a circle extending 700 feet outward in all directions, it being expressly understood and agreed that said steel post shall be the center and that the radius of said circled area shall be 700 feet.

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

(*e*) If you own the land, describe any liens or encumbrances on it

(*f*) If the land consists of unpatented claims, add to the description above, the book and page numbers for each recorded location notice.

4. *Physical description.*—(*a*) Describe in detail any mining or exploration operations which have been or now are being conducted upon the land, including existing mine workings and production facilities. State your interest, if any, in such operations. Also describe accessibility of mine workings for examination purposes. Minor exploration work.

(*b*) State past and current production, and ore reserves, if any, giving quantities and grades. Minor amounts.

(*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. Vein.

(*d*) State the facts with respect to the accessibility of the project: Access roads, distances to shipping, supply and residence points. Located about 20 miles north of Boone, NC just off Blue Ridge Parkway. about one-half mile from Milepost #186.

(*e*) State the availability of manpower, materials, supplies, equipment, water, and power.
Manpower, materials, supplies, power and equipment all available.

16—66551-1

5. *The exploration project.*—(a) State the mineral or minerals for which you wish to explore Strategic ruby 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. Bulldoze first, 50 ft. shaft and drift 30 ft. each way.

(*c*) The work will start within 30 days and be completed within 3 months from the date of an exploration project contract.

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

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.). See attached sheet for estimate of costs.

(*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 23rd, 1957

Lewis Turbyfill, Nick Long, Andrew Vaughan, Jr. & Andrew Vaughan III.
(Applicant)

By Lewis W. Turbyfill

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

REFERENCE SLIP

DATE JUL 3 - 1957

REFERRED TO:

1. ~~OPERATING~~
2. ~~COMMITTEE~~
3.
4. 600

FOR:

---------- Action	---------- Recommendation
---------- Approval	---------- Record of ----------
---------- Comment	---------- Referring to ----------
---------- Conference	---------- Reply for signature of ----------
---------- Consideration	---------- Rewriting
---------- Filing	---------- Signature
---------- Instructions	---------- Suggestions
---------- Investigation	---------- Your information
---------- Initials	
---------- Mailing	
---------- Previous correspondence	

REMARKS:

See your letter of 4/10/57

Check (X) before the items needing attention.

ROBERT A. LAURENCE

Initials of sender.

GPO 16—63815-1

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

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator [redacted]
Docket No. DMEA- 47021
Contract No. Idm-E
Contract Date

RECEIVED JUL 5 1957 D.M.E.A.

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

RECEIVED MAR 20 1957 D.M.E.A.

To the United States of America:

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

Beginning at a steel post ~~ex~~ 3 inches in diameter and approximately 3 feet high which will be called the center and said steel post is located 300 feet North of Benge Gap Mine, and using said steel post as center of a circle extending 700 feet outward in all directions, it being expressly understood and agreed that said steel post shall be the center and that the radius of said circled area shall be 700 feet.

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

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

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

2/ 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.

5. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this Agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land, or any production therefrom furnishing the Government with two copies of such notice; and

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: None (State "None" or "See Annex No.____")

Dated this 23 day of March, 1957

F. W. Watson	[Seal]	Rt. 1 Boone N. C.	[Address]
Mrs. F. W. Watson	[Seal]	Rt. 1 Boone, N.C.	[Address]
W S Watson	[Seal]	Rt 2. West Jefferson N.C.	[Address]
Mrs W. S. Watson	[Seal]	" " " " "	[Address]
	[Seal]		[Address]
	[Seal]		[Address]

I, _____ certify that I am the _____ _____ (Secretary, etc.) of the corporation named herein; that _____ _____ who signed this agreement was then _____ (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.

[Corporate Seal]

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 JUL 5 1957 D.M.E.A.

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

RECEIVED MAR 28 1957 D.M.E.A.

To the United States of America:

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

Beginning at a steel post ~~ex~~ 3 inches in diameter and approximately ~~3 feet high which will be called the center and said steel post is~~ located 300 feet North of Benge Gap Mine, and using said steel post ~~as center of a circle extending 700 feet outward in all directions,~~ it being expressly understood and agreed that said steel post shall ~~be the center and that the radius of said circled area shall be~~ 700 feet.

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

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

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

2/ 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.

5. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this Agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land, or any production therefrom furnishing the Government with two copies of such notice; and

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: None (State "None" or "See Annex No.____")

Dated this 23 day of March, 1957

F. N. Watson	[Seal]	Rt 1 Boone N.C.	[Address]
Mrs. F. W. Watson	[Seal]	Rt. 1 Boone, N.C.	[Address]
W. S. Watson	[Seal]	Rt 2 West Jefferson N.C.	[Address]
Mrs. W. S. Watson	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

I, _____ certify that I am the _____ _____ (Secretary, etc.) of the corporation named herein; that _____ _____ who signed this agreement was then _____ (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.

_____ [Corporate Seal]

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 JUL 5 1957 D.M.E.A.

RECEIVED MAR 28 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 Ashe State of North Carolina, described as follows: 2/

Beginning at a steel post 8" 3 inches in diameter and approximately 3 feet high which will be called the center and said steel post is located 300 feet North of Bongo Gap Mine, and using said steel post as center of a circle extending 700 feet outward in all directions, it being expressly understood and agreed that said steel post shall be the center and that the radius of said circled area shall be 700 feet.

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

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

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

2/ 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.

5. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this Agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land, or any production therefrom furnishing the Government with two copies of such notice; and

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: None (State "None" or "See Annex No.____")

Dated this 23 day of March, 1957

F. H. Watson	[Seal]	Rt. 1 Boone N.C.	[Address]
Mrs. F. W. Watson	[Seal]	Rt. 1 Boone, N.C.	[Address]
W. S. Watson	[Seal]	Rt 2 West Jefferson N.C.	[Address]
Mrs. W. S. Watson	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

I, _____ certify that I am the _____ _____ (Secretary, etc.) of the corporation named herein; that _____ _____ who signed this agreement was then _____ (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.

_____

[Corporate Seal]

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 JUL 5 1957 D.M.E.A.

RECEIVED MAR 28 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 Aebo, State of North Carolina, described as follows: 2/

Beginning at a steel post 8x 3 inches in diameter and approximately 3 feet high which will be called the center and said steel post is located 30 feet North of Bongo Gap Line, and using said steel post as center of a circle extending 700 feet outward in all directions, it being expressly understood and agreed that said steel post shall be the center and that the radius of said circled area shall be 700 feet.

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

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

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

2/ 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.

5. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this Agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land, or any production therefrom furnishing the Government with two copies of such notice; and

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: None (State "None" or "See Annex No.____")

Dated this 23 day of March, 195 7

F. W. Watson	[Seal]	Rt. 1 Boone N.C.	[Address]
Mrs. F. W. Watson	[Seal]	Rt. 1 Boone, N.C.	[Address]
W S Watson	[Seal]	Rt 2 West Jefferson NC	[Address]
Mrs. W. S. Watson	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

I, _____ certify that I am the _____ _____ (Secretary, etc.) of the corporation named herein; that _____ _____ who signed this agreement was then _____ (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.

_____

[Corporate Seal]

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 JUL 5 1957 D.M.E.A.

RECEIVED MAR 28 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 [illegible] State of North Carolina, described as follows: 2/

Beginning at a steel post 2 3 inches in diameter and approximately 3 feet high which will be called the center and said steel post is located 30 feet north of Power Dam Site, and using said steel post as center of a circle extending 700 feet outward in all directions, it being generally understood and agreed that said steel post shall be the center and that the radius of said circle are shall be 700 feet.

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

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

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

2/ 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.

5. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this Agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land, or any production therefrom furnishing the Government with two copies of such notice; and

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: None (State "None" or "See Annex No.____")

Dated this 23 day of March, 195 7

F. W. Watson [Seal] Rt. 1 Boone N. C. [Address]

Mrs. F. W. Watson [Seal] Rt. 1 Boone, N. C. [Address]

W S Watson [Seal] Rt 2 West Jefferson NC [Address]

Mrs. W. S. Watson [Seal] [Address]

[Seal] [Address]

[Seal] [Address]

I, _____ certify that I am the _____ (Secretary, etc.) of the corporation named herein; that _____ who signed this agreement was then _____ (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.

[Corporate Seal]

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 JUL 5 1957 D.M.E.A.

RECEIVED MAR 28 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 _____ State of _____, described as follows: 2/

_____

_____

_____

_____

_____,

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

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

_____

_____

_____

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

2/ 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.

5. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this Agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land, or any production therefrom furnishing the Government with two copies of such notice; and

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: None (State "None" or "See Annex No.____")

Dated this 28 day of March, 1957

✓ F. W. Watson	[Seal]	Rt. 1 Boone N.C.	[Address]
✓ Mrs. F. W. Watson	[Seal]	Rt. 1 Boone, N.C.	[Address]
✓ W. S. Watson	[Seal]	Rt 2 West Jefferson N.C.	[Address]
✓ Chas W. S. Watson	[Seal]	" " " "	[Address]
	[Seal]		[Address]
	[Seal]		[Address]

I, _____ certify that I am the _____ _____ (Secretary, etc.) of the corporation named herein; that _____ _____ who signed this agreement was then _____ (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.

_____

[Corporate Seal]

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 JUL 5 1957 D.M.E.A.

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

RECEIVED MAR 28 1957 D.M.E.A.

To the United States of America:

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

Beginning at a steel post ~~ex~~ 3 inches in diameter and approximately 3 feet high which will be called the center and said steel post is located 300 feet North of Benge Gap Mine, and using said steel post as center of a circle extending 700 feet outward in all directions, it being expressly understood and agreed that said steel post shall be the center and that the radius of said circled area shall be 700 feet.

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

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

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

2/ 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.

5. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this Agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land, or any production therefrom furnishing the Government with two copies of such notice; and

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: None (State "None" or "See Annex No.____")

Dated this 23 day of March, 1957

F. H. Watson	[Seal]	Rt 1 Boone N.C.	[Address]
Mrs F. W. Watson	[Seal]	Rt. 1 Boone, N. C.	[Address]
W. S. Watson	[Seal]	Rt 2, West Jefferson N.C.	[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

I, _____ certify that I am the _____ _____ (Secretary, etc.) of the corporation named herein; that _____ _____ who signed this agreement was then _____ (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.

_____

[Corporate Seal]

MINING LEASE

State of North Carolina Ashe County:

This indenture made this 1st day of February, 1957 /1957/

between F. W. Watson and wife Mrs. F. W. Watson, W. S. Watson and wife Mrs. W. S. Watson

of Ashe County and State of North Carolina as party of the first part, and known as lessor~~s~~, and Lewis Turbyfill, Nick Long, Andrew Vaughan, Jr. and Andrew Vaughan III

of Mitchell County and State of North Carolina, party of the second part and known as lessee.

WITNESSETH, That the parties of the first part in consideration of One Dollar in hand received and hereby acknowledged by the lessor~~s~~, and in consideration of the agreements hereinafter contained, on the part of the party of the second part to be performed, hereby bargains, leases and grants to the party of the second part, and his heirs and assigns, for the period of five years from the date of this agreement, the following described real property, for mining purposes, in the County and State first above written to wit:

Beginning at a steel post 3 inches in diameter and approximately 3 feet high which will be called the center and said steel post is located 300 ~~feet of North of Benge Gap Mine, and using said steel post as center of~~ a circle extending 700 feet outward in all directions, it being expressly understood and agreed that said steel post shall be the center and that ~~the radius of said circled area shall be 700 feet.~~

TO HAVE AND TO HOLD the said lands to him, for mining purposes, the said lessee and his heirs and assigns for the aforesaid period of five years in compliance with the condition of this instrument, for the purpose and with the right to dig, quarry, search, explore for, obtain, and remove any kind of minerals, metals or fossils, and particularly mica, and to conduct the same to any extent the said party of the second part, the lessee, may desire. And it is hereby agreed between the parties to this agreement that the party of the second part is to have the use of any unoccupied buildings on said lands for mining purposes, and that he shall have the right to erect such buildings as he needs to carry on such mining operatins during the period of this lease, and that the party of the second part shall keep the same in as good condition as when received, unavoidable accidents excepted. And it is also agreed by the party of the second part that no unnecessary damage is to be done to the lands herein leased during the period of this lease and the continuance of said lease, but the said party of the second part shall have the right to take from said lands leased to the party of the second part any wood or timber the party of the second part may need to carry on said mining operations or which may be needed to carry on the addition to existing buildings or to erect new buildings or sheds on said lands. (Timber of high or special market value is excepted and shall not be used by the lessee.) And it is hereby agreed that the party of the second part, the lessee, is to have right-of-way of ingress and egress to said mines or land upon which exploration is being conducted.

AND IT IS FURTHER AGREED That the party of the second part, the lessee hereby agrees to pay to the said part___ of the first part, or his or their heirs or assigns, a rental royalty of 1/8th of the selling price where sold on all mica and 50¢ per long ton on all feldspar

~~on the minerals~~ taken and sold from said mines which shall be for the use of the said lands for the aforesaid period of five years. The said amounts shall be payable on the computation of selling bills on the tenth day of each month covering sales made during the previous month. Any minerals other than those set forth above which may be taken and sold shall be paid for and at the usual royalty rate of the minerals taken.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, shall have the option to renew this lease and to extend the period of its running for an additional five years from the date of its present termination. The option shall be exercised by giving formal written notice to the party of the first part or by the continuation of any mining operations then being conducted. The lessor___ reserve the right to use the land, or convey the same not conflicting with this lease, but under any conveyance the terms of this lease must be recognized by the grantee, purchaser, or assigns thereof. And it is agreed that the lessee may assign this mining lease or any part thereof and that he may sublease.

~~AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, is hereby given an option to purchase all the right, title and interest legal and equitable to and in the real estate described and set forth in this lease for a total purchase price of_____ said purchase price to be paid in full within three years from the date of this instrument and it is agreed that all rental royalties paid to the party of the first part shall apply toward and be a part of the total purchase price above set forth, and that at such time that the total purchase price is paid in the form of royalties or a lump sum payment or a combination of both, the party of the first part will execute a special warranty deed to the party of the second part and that a tender of the remaining purchase price at any time within the next three years shall entitle the party of the second part to specific performance of this option contract.~~

BUT IT IS EXPRESSLY AGREED That unless mineral or fossil material of practical value for mining purposes shall be found within a period of two years from the date of this instrument, the lease may be terminated by the lessee at any time thereafter on thirty days notice to the lessor___ The lessee agrees that during the period of this lease or the continuance of this lease work in said mines or exploration for new mines within the area leased shall not cease longer than ninety days at any one time, unavoidable accidents excepted.

WITNESS our hands and seals the day and year first above written.

~~Witness:~~ Tom W Turbyfill (SEAL) W. S. Watson (Seal)

A. E. Vaughan III (SEAL) Mrs. W. S. Watson (Seal)

A E Vaughan Jr (SEAL) F. W. Watson (Seal)

Nick Long (SEAL) Mrs. F. W. Watson (SEAL)

NORTH CAROLINA

ASHE COUNTY

I, Ola B. Watson, Notary Public hereby certify that F. W. Watson and wife Mrs. F. W. Watson and W. S. Watson and wife Mrs. W. S. Watson personally appeared before me this date and acknowledged the due execution of the foregoing lease.

Witness my hand and notarial seal this the 13 day of February 1957.

Ola B. Watson
Notary Public

My commission expires: Feb. 13, 1959

NORTH CAROLINA

MITCHELL COUNTY

I, Clyde Pritchard, Notary Public, hereby certify that Lewis Turbyfill, Nick Long, Andrew Vaughan Jr. and Andrew Vaughan III personally appeared before me this date and acknowledged the due execution of the foregoing Lease.

Witness my hand and notarial seal this the 23 day of ~~February~~ March 1957.

Clyde Pritchard
Notary Public

My commission expires: 3/9/59

RECEIVED JUL 5 1957 D.M.E.A.

OFFICIAL FILE COPY
D M E A
RECEIVED MAR 28 1957

DATE	INITIALS	CODE

6. Estimate of Costs:

Bulldozing expenses	$300.00
Rent on compressor, jack hammer, etc. $120 mo. for 3 mos.	360.00
Labor:	
5 employees @ $1.25 hr. 40 hrs. per week for 12 weeks	3000.00
Gas & Oil	400.00
Supplies & Explosives	400.00
Tool House	75.00
Small tools	50.00
Miscellaneous & Contingencies	415.00
TOTAL	$5000.00

OFFICIAL FILE COPY
DMEA
RECEIVED MAR 28 1957

DATE	INITIALS	CODE

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
7/8	Houk	600
7/17	Martin	130
7/17	Hogle	130
7/17	Kiilsgaard	130
7/17	Brown	110
"	Kistenday	100
		220

JUL 18 1957

600 7/17

Messrs. Lewis Turbyfill, Nick Long,
Andrew Vaughan, Jr., and Andrew Vaughan III
Spruce Pine, North Carolina

Re: Docket No. DMEA-4702-Mica
Lewis Turbyfill, et al.
Benge Gap Mine
Ashe County, North Carolina

Gentlemen:

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. Litteral (for)

Administrator

LGHouk:gad 6/28/57
Copy to: Admr. R. File
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

FILE COPY
DMEA
JUL 16 1957

DATE	INITIALS	CODE
7/16	C	220
		600

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

July 15, 1957

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA-4702 (mica)

Applicant: Nick Long, Vaughn & Vaughn, and Lewis Turbyfill

Name and Location of Property: Benge Gap Prospect, Ashe County, N. C.

Date of Field Team Report: 6/25/57

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 7/1/57

Field Team Recommendation: Recommend denial of application.

Comments:

1. There are unconfirmed reports that 2,500 pounds of mica was produced from this mine (1,500 pounds as scrap and 1,000 pounds of hand cobbed, block strategic mica.

2. Field team reports that muscovite is only randomly distributed and the proportion appears to be too low to afford an attractive exploration target. (Less than 1 percent by volume).

3. Pegmatite appears to be uniformly contaminated with a very fine intergrowth of iron oxide.

Recommendation:

I concur with the recommendation of the field team that the application be denied.

W. F. Dietrich

W. F. Dietrich

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
7/7	Houk	600

July 1, 1957

Memorandum

To: Mr. C. O. Mittendorf, Administrator

From: L. G. Houk, Director of Nonmetallic Minerals

Subject: Evaluation of application and field examination report
Docket No. DMEA-4702-Mica
Lewis Turbyfill, et al.
Benge Gap Mine
Ashe County, North Carolina

Denial of application is recommended.

Mica: The muscovite is contaminated with iron oxide which eliminates it as strategic quality. It is almost 100% stained quality, slightly bent and badly ruled, light reddish-brown in color and found in thin flat to flat "A" books up to 6 x 8 inches across.

Pegmatite: A single large feldspathic pegmatite of indefinite limits has been well exposed by strike length and crosscutting bulldozer trenching. Variable thickness 15' near the SE end to a maximum of 27' near the NW. Concordantly emplaced in a badly weathered mica gneiss. At least 110 ' of pegmatite is intermittently exposed along strike, and is a medium to medium-coarse grained mixture of soft kaolinized plagioclase, and minor interstitial quartz and muscovite. Muscovite in the pegmatite is randomly distributed averaging less than 1% by volume of the mass.

Workings: A trench about 80' long 15' wide and maximum of 15' deep has been bulldozed obliquely into the hillside and along the strike of the pegmatite and two small trenches were cut just upslope from the strikelength trench and parallel to the slope of the hill. 20' of adit was driven into the pegmatite from the head of the big cut and along the footwall contact.

Past production: Reportedly, about 2500 lbs. of muscovite was

recovered from the trenching, 1500 lbs. of which was sold as scrap and 1000 lbs. of hand-cobbed block sold as strategic mica. The revenues from sale are unknown.

Applicants' proposal:	Bulldozing	$300.00
	Drive 50 ft. shaft and drift 60 ft.	4,700.00
	Total	$5,000.00

Recommendations:

The Field Team recommends denial of the application. The concordant quartz-muscovite deficient pegmatite shows no structural control or zoning and the muscovite is iron stained. The Division of Nonmetallic Minerals concurs in the Field Team's recommendation as do the Commodity Members of the Bureau of Mines and the Geological Survey.

LGHouk:gad 7/2/57
Copy to: Admr. R. File
Mr. Houk

OFFICIAL FILE COPY
DMEA
RECEIVED JUL 2 1957

IN REPLY REFER TO:

DATE	INITIALS	CODE
7/2	C	220
		600

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

July 1, 1957
Re: DMEA 4702
Nick Long, et al
Benge Gap Prospect
Ashe County, North Carolina
$5,000.00 - ~~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 $5,000 worth of exploratory work. No defined work program was outlined.

The examiners found a large quartz-muscovite deficient pegmatite had been fairly well exposed by bulldozing. The characteristics of the large pegmatite and the mica found in it lead the examiners to recommend denial of the application.

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.
WASHINGTON 25, D.C.
KNOXVILLE 2, TENN.

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 2 3 1957

DATE		CODE
6/27	C	220
		130
7/1	C	220
		600

June 25, 1957

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V - Knoxville, Tenn.

Subject: Field Examination Report - DMEA-4702-mica
Lewis Turby file, Nick Long, Vaughn & Vaughn, Applicants
Benge Gap Prospect, Ashe County, N.C.

Transmitted are four copies of the subject examination report.

The Field Team is in agreement with the Field Examiners that this application should be denied.

Robert A. Laurence/LHH

Robert A. Laurence
EXECUTIVE OFFICER
DMEA FIELD TEAM
REGION V

V. J. Lynch

V. J. Lynch, Member
Bureau of Mines

Reviewed by
DMEA OPERATING COMMITTEE
7-1-57
(date)

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 27 1957

DATE	INITIALS	CODE
		130 ~~16~~
		220

UNITED STATES

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD EXAMINATION REPORT, REGION V

On

DMEA-4702(mica) BENGE GAP PROSPECT
ASHE COUNTY, NORTH CAROLINA

On-Site Exam Rpt

By

S. C. Bergman and E. L. Burdette, Geologists
U. S. Geological Survey

and

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

June 25, 1957

Reviewed by
DMEA OPERATING COMMITTEE
7-1-57
(date)

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 27 1957
DATE | INITIALS | CODE

Field Examination Report
Exploration Project

DMEA-4702 (mica) BENGE GAP PROSPECT

Applicants: Lewis Turbyfill, Nick Long, Andrew Vaughn, Jr. and Andrew Vaughn III, Spruce Pine, North Carolina

SUMMARY

A concordant quartz-muscovite deficient pegmatite has been well exposed by the Applicant in a northwest-southeast trending strikelength bulldozer cut. Enough pegmatite has been exposed to indicate the lack of muscovite-rich material or structural control. The muscovite itself is uniformally contaminated with very fine iron oxide intergrowths which practically eliminate its value as strategic mica. A combination of the above factors leads the Examiners to recommend that the application be denied.

INTRODUCTION

Location

The property is 2.4 airline miles N59°E of the intersection of U. S. Highways 421 and 221 at Deep Gap, Ashe County, North Carolina. The bulldozing is on open moderately sloping pasture land at an elevation of approximately 3000 feet and about 1,000 feet northwest of the Blue Ridge Parkway pavement. It is located in the center of the southwest 1/4 of the Winston-Salem, N. C., Va., Tenn. sheet AMS series V501(NJ 17-11) 1953, 1:250,000.

Examination

About two hours time was spent examining the subject property on May 1, 1957. The Examiners were accompanied by Messrs. Andrew Vaughn III and Andrew Vaughn, Jr. No equipment of any kind is at the prospect site and no road had been constructed although access across the pasture land is fairly easy.

A trench about 80 feet long, 15 feet wide, and maximum 15 feet deep has been bulldozed obliquely into the hillside and along the strike of the pegmatite. Two small trenches were cut just upslope from the strikelength trench and parallel to the slope of the hill (see map). A short adit was driven about 20 feet into

the pegmatite from the head of the big cut, and along the footwall contact. A single phase power line (REA) runs across the property and a pole is located at the foot of the dump, downhill from the cut.

A single, large feldspathic pegmatite of indefinite limits has been fairly well exposed by strikelength and crosscutting dulldozer trenching. The structure strikes N65 to 75°W and dips 55°NE to 70°SW although the predominant dip is 60 to 70°SW. The pegmatite varies from a known thickness of about 15-feet near the southeast end of the exposure to a minimum of 27 feet near the northwest end of the exposure. It appears to be concordantly emplaced in a badly weathered mica gneiss. A thick, very fine-grained zone of feldspathic injection gneiss occurs cutting obliquely accross the foliation in the lower trench. Within this zone are numerous diagonal joint fractures which have been filled with thin veinlets of quartz and pegmatite. At least 110 feet of pegmatite is intermittently exposed along strike. Compositionally, the pegmatite is a medium to medium-coarse grained mixture of soft koalinized plagioclase, and minor interstitial quartz and muscovite. Zoning as such could not be recoginized. Jointing is well developed within the pegmatite and slickensides are common. Muscovite is randomely distributed within the pegmatite, averaging less than 1% by volume of the mass. No structural controls of any kind could be defined. The muscovite is a light reddish-brown color, and found in thin flat to flat "A" books up to 6x8 inches across. It appears to be uniformly contaminated with a very fine intergrowth of iron oxide. Much of the muscovite is slightly bent and badly ruled. Reportedly, about 2500 pounds of muscovite was recovered from the trenching, 1500 pounds of which was sold as scrap and 1000 pounds of hand cobbed block sold as strategic mica. The results of this sale are not known.

CONCLUSIONS AND RECOMMENDATION

The proportion of quartz and muscovite appears to be too low and the distribution too random, without any definable control, to be attractive as an exploration target. T he almost 100% stained quality of the muscovite is a factor which places the proposed exploration out of the realm of DMEA assistance. The above criteria are believed by the examiners, to be a strong recommendation for denial of the application.

June 25, 1957.

S. C. Bergman and E. L. Burdette
Geologists, Geological Survey

L. E. Shirley, Mining Engineer
Bureau of Mines

SCB /zm

CONCLUSIONS AND RECOMMENDATION

The proportion of quartz and muscovite appears to be too low and the distribution too random, without any definable control, to be attractive as an exploration target. T he almost 100% sta ned quality of the muscovite is a factor which places the proposed exploration out of the realm of DMEA assistance. The above criteria are believed by the examiners, to be a strong recommendation for denial of the application.

June 25, 1957.

S. C. Bergman and E. L. Burdette
Geologists, Geological Survey

L. E. Shirley, Mining Engineer
Bureau of Mines

OFFICIAL FILE COPY
DMEA
RECEIVED
DATE

SCB /sm

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
4/10	Houk	600
4/10	Selfridge	130
"	Johnson	110
"	Chotiner	100
4/11	C	220
		600

600

APR 10 1957

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

Re: Docket No. DMEA-4702-Mica
Lewis Turbyfill, et al.
Benge Gap Mine
Ashe County, North Carolina

Dear Mr. Laurence:

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

If a project is recommended for the subject application, please explain to the applicants that circular descriptions are not acceptable and it will be necessary that they provide us with a description of a square or a rectangular tract, one corner of which should be tied to the bounding property. The area should contain approximately ten acres. In addition, they should provide a new Consent to Lien and Subordination Agreement, as well as the total acreage of the property within which the leased tract is located, and the book and page number of the recording in the county records.

If the applicants are to secure a new lease and a Consent to Lien and Subordination Agreement, please return the enclosed lease and agreement to them, otherwise return the documents to us.

Copies of memoranda dated April 2 and 4, 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.

Approved:

Frank D. Lamb (LB)
Member, Bureau of Mines

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

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (LB)

Enclosures 13

LGHouk:gad 4/8/57
Rewritten
LGHouk/FEJohnson:gad 4/9/57
Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

Mr. Selfridge -

INSERT (Field Team letter)

The area should contain approximately 10 acres. In addition they should provide a new Consent to Lien and Subordination Agreement, as well as the total acreage of the property within which the leased tract is located, and the book and page number of the recording in the county records.

FEJohnson

If the applicants are to secure a new lease and a Consent to Lien and Subordination Agreement, please return the enclosed lease and agreement to them, otherwise return the documents to us.

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
4/8	Houk	600
		130
		110
		100
		220

600

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

Re: Docket No. DMEA-4702-Mica
Lewis Turbyfill, et al.
Bonge Gap Mine
Ashe County, North Carolina

Dear Mr. Laurence:

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

If a project is recommended for the subject application, please explain to the applicants that circular descriptions are not acceptable and it will be necessary that they provide us with a sketch showing the area of a square or a rectangular ~~description~~, one corner of which should be tied to the bounding ~~tract~~ property.

Copies of memoranda dated April 2 and 4, 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,

Chairman, Operating Committee

Approved:

Member, Bureau of Mines

Member, Geological Survey

Enclosures 5

LGHouk:gad 4/8/57
Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
4/10	Houk	600
4/10	Selfridge	130
"	Johnson	110
"	Mittendorf	100
		220

600

APR 10 1957

Messrs. Lewis Turbyfill, Nick Long,
Andrew Vaughan, Jr., and Andrew Vaughan III
Spruce Pine, North Carolina

Re: Docket No. DMEA-4702-Mica
Lewis Turbyfill, et al.
Benge Gap Mine
Ashe County, North Carolina

Nelson
Lamb

Gentlemen:

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 or additional information is required. Any assistance you may give the members of the Field Team during the examination will be appreciated.

Sincerely yours,

C. O. Mittendorf (for)

Administrator

LGHOUK:gad 4/8/57
Rewritten
LGHouk/FEJohnson:gad 4/10/57
Copy to: Admr. R. File
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
4/8	Houk	600
		130
		110
		100
		220

600

Messrs. Lewis Turbyfill, Nick Long,
Andrew Vaughan, Jr., and Andrew Vaughan III
Spruce Pine, North Carolina

Re: Docket No. DMEA-4702-Mica
Lewis Turbyfill, et al.
Benge Gap Mine
Ashe County, North Carolina

Gentlemen:

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 circular description of the leased area is not acceptable by the DMEA. A 700 foot square will be acceptable. We are, therefore, returning your lease and seven copies of the Consent to Lien and Subordination Agreement for correction.

Please submit to this office the total acreage of the property within which the leased tract is located, also state the book and page number of the recording in the county records. A tie from the proposed DMEA work to one of the corners of the bounding tract should also be given.

You may defer submission of the requested information until the results of the field examination are known.

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.

or additional information as required

Sincerely yours,

Administrator

Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Region V
Mr. Dietrich, 3061
Mr. Houk

Enclosures 8

LGHouk:gad 4/8/57

8623

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

OFFICIAL FILE COPY
DMEA
RECEIVED APR 4 1957

DATE	INITIALS	CODE
4/5	C	220
		600
April 4, 1957		

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA-4702 (mica)

Applicant: Lewis Turbyfill, et al.

Name and Location of Property: Benge Gap Mine, Ashe County, N. C.

Date Application Rec'd. by Br. of Ceramic & Fertilizer Materials: 3/29/57

Comments:

1. Applicant states he wants to conduct exploration work on a vein for strategic ruby mica.
2. Proposed exploration outlined by the field team is consistent with good engineering practices and estimated costs are in line with other DMEA projects.
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.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

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

April 2, 1957
Re: DMEA 4702
Lewis Turbyfill, et al
Benge Gap Mine
Ashe County, N. C.
$5,000 - 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 exploring a pegmatite (presumedly) by bulldozing and an unstated amount of underground work.

Referral of the application to the Field Team is recommended.

N. E. Nelson

N. E. Nelson

OFFICIAL FILE COPY
DMEA
RECEIVED APR 2 1957

DATE	INITIALS	CODE
4/3	C	220
4/5		600

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

March 28, 1957

Mr. Lewis Turbyfill,
Spruce Pine, North Carolina.

Subject: DMEA 4702

Dear Mr. Turbyfill:

Your application for exploration assistance, dated March 23, 1957, submitted to our office at Knoxville, Tennessee, has been assigned Docket Number DMEA 4702 and referred to the Nonmetallic 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: Region V.

6416

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

ROOM 13 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

4702

OFFICIAL FILE COPY
DMEA
RECEIVED MAR 28 1957

DATE	INITIALS	CODE
4/12	C	220
		600

March 26, 1957

Mr. Andrew Vaughan, III
Route 3
Bakersville, N. C.

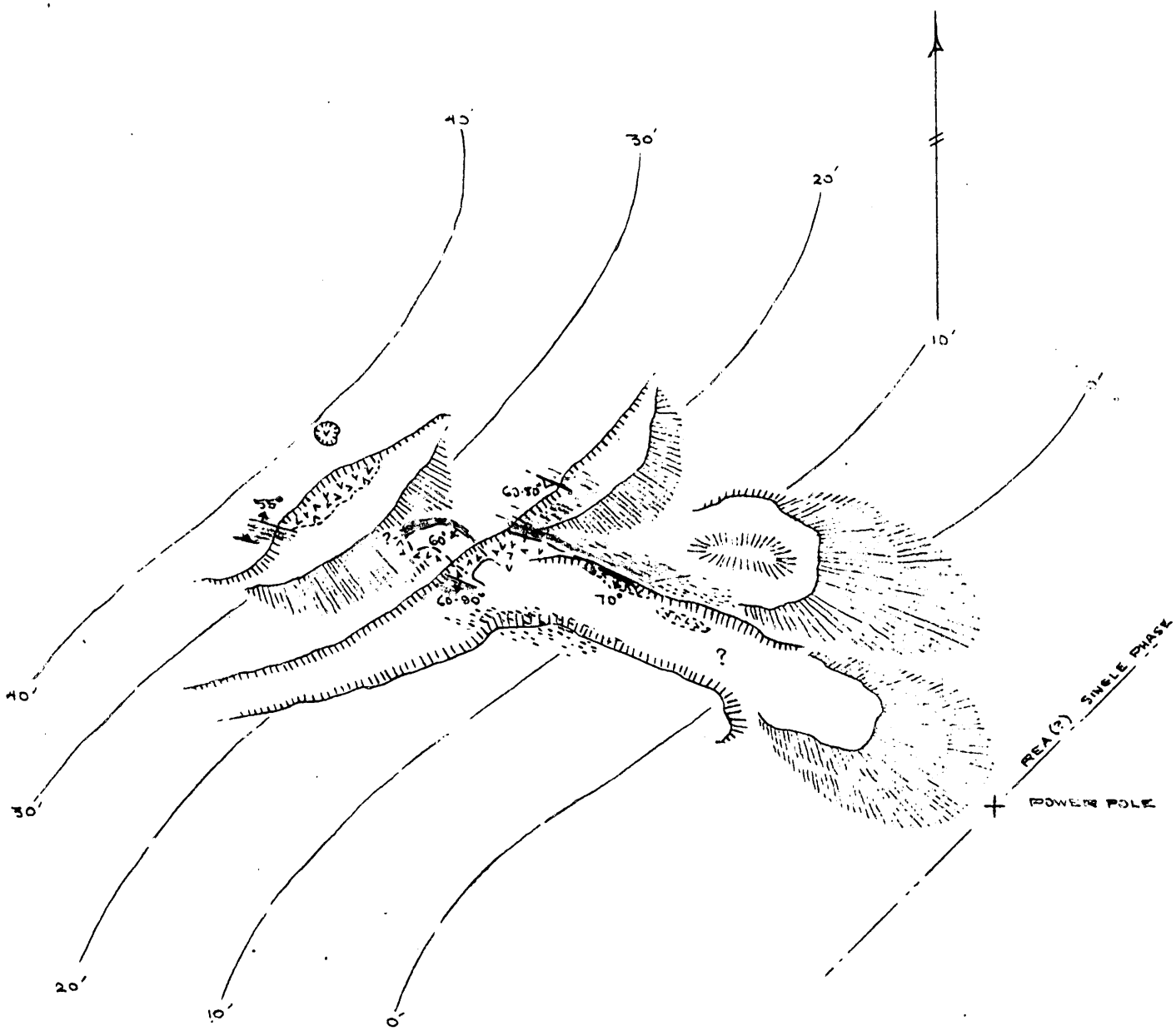
Dear Mr. Vaughan:

Your application for aid in exploration for strategic mica at the Benge Gap mine in Ashe County, North Carolina, has been forwarded to our Washington Office in accordance with established procedure. We will notify you in advance if a field examination is to be made.

Very truly yours,

Robert A. Laurence
Executive Officer, DMEA
Region V

RAL/as
cc
Opr. Gen. 2
Pritchard
Lynch
Shirley
Files



LEGEND

- KAOLINIZED PLAGIOCLASE PEGMATITE MINOR QTZ-MUSCOVITE
- WEATHERED MICA GNEISS
- FELDSPATHIC INJECTION GNEISS
- EXCAVATION
- DUMP

BENGE GAP MINE

ASHE COUNTY, NORTH CAROLINA

DMEA-4702(MICA)

SCALE: 1" = 40'

CCB 9/67

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 27 1957

DATE	INITIALS	CODE