12/30/52

Docket Room and Division:

Please leave markers in docket until next conference with Secretary.

COM(fw)

DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 1917

DO NOT DETACH THIS SLIP

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

This document has been recorded as

An Exploration

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

Routing Slip

To:	Mr. Dass	Date	8/6/51
To:	Coordinating Com	Date	8-15
To:	~~Reports & Records~~	Date	AUG 17 1951
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DO NOT DETACH

CONTROLLED DOCUMENT

FILE COPY
SURNAME:

Worley
Barr

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

370

October 9, 1951

Not stripped in R&R.
A.E.C.

Memorandum

To: Reports and Records Unit, DMA

From: Chief, Industrial Minerals Branch, DMA

Subject: DMA-1917X - Cook Mining Company
Commodity: Mica
Amount: 90% of $12,610

Denial recommended because:

1. The deposit was a wartime producer of non-ruby (green) mica; all available information and data secured by Field Team indicates little likelihood of this mine producing other than non-ruby (green) mica.

Attached:

1. Field Team Report, Region VII with map
2. Review of application for exploration assistance.
3. Form MS-103 with supplemental information, Exhibits A to G, inclusive.
4. Memo dated 9/18 from Region VII
5. Memo fro J. J. Norton to Mr. R. Saxby.

James A. Barr, Sr.

Approved:

SIGNED

Director, Supply Division
RWASKEY:mp
10-4-51
cc; Field Team, Region VII
DMA Docket File
Mr. Barr

FILE COPY
SURNAME:

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

370

Worly
Bagg
Williams

A.E.C

Cook Mining Company, Inc.
c/o A. T. Ellis
Spruce Pine, N. C.

OCT 8 1951

Subject: DMA-1917X - Mica

Gentlemen:

Your application for aid for an exploration project on mica deposit located in Cook Mine, near Spruce Pine, North Carolina, and docketed as DMA-1917X, has been reviewed by this office.

Exploration projects as defined in MO-5, Regulations Governing Government Aid in Defense Exploration Projects, must be confined to work necessary to search for unknown or undeveloped sources of strategic minerals; the work must be confined to a reasonable delineation and sampling of the ore and may not include work prosecuted primarily for mining or preparation for mining.

Projects approved by the Defense Minerals Administration must, in its judgment, show definite promise of yielding material of acceptable grade, physical character and specifications, in quantities that will significantly improve the mineral supply position for national defense.

A very careful study of your proposal, including examination by Field Team, revealed the following:

1. No sound basis for expecting to encounter strategic grade ruby mica has been demonstrated.

2. The deposit was operated during World War II and produced non-ruby (green) mica; data from wartime operation records and that obtained by the present examiners, indicates little likelihood that the deposit could produce other than non-ruby (green) mica.

Under these circumstances, your application for exploration aid to the extent of 90% of $12,610 is denied. Should additional information become available, or should non-ruby (green) mica become classed as strategic, we would be glad to have you resubmit your application for consideration.

Unless we receive a request within thirty days, we will consider the case closed.

Sincerely yours,

SIGNED 8.F. 10-8

Tom Lyon, Director
Supply Division

RWASKEY:mp
10-4-51
cc: Field Team, Region VII (2)
DMA Docket File
Mr. Barr

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

370

October 8, 1951

a.e.c.

Memorandum

To: Reports and Records Unit, DMA

From: Chief, Industrial Minerals Branch, DMA

Subject: DMA-1917 - Cook Mining Company
Commodity: Mica
Amount: 90% of $12,610

Denial recommended because:

1. The deposit was a wartime producer of non-ruby (green) mica; all available information and data secured by Field Team indicates little likelihood of this mine producing other than non-ruby (green) mica.

Attached:

1. Field Team Report, Region VII with map
2. Review of application for exploration assistance.
3. Form MF-103 with supplemental information, Exhibits A to G, inclusive.
4. Memo dated 9/28 from Region VII
5. Memo fro J. J. Norton to Mr. R. Wasley.

James A. Barr

James A. Barr, Sr.

Approved:

Acting Director, Supply Division

UNITED STATES
DEPARTMENT OF THE INTERIOR
OSCAR L. CHAPMAN, SECRETARY

DEFENSE MINERALS ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

DMA-1917X, Cook (Rube Sparks) Mine
Cook Mining Company, Mitchell County
North Carolina

by

Kefton H. Teague, Geologist
U. S. Geological Survey
and
A. L. Peyton, Engineer
U. S. Bureau of Mines

September 6, 1951

Report of Field Examination on

DMA-1917X, Cook (Rube Sparks) Mine
Cook Mining Company, Spruce Pine, Mitchell County,
North Carolina

This mine is located 1 1/2 miles northwest of Spruce Pine, along the south side of North Toe River, and about 0.6 mile southwest of Minpro, Mitchell County, North Carolina.

The Cook or Rube Sparks mine has been developed by an open cut, several crosscutting adits, and one vertical shaft. The pegmatite has been mined along the strike for approximately 200-feet and considerable stoping has been done above the 100-foot level. In the vicinity of the vertical shaft (see map, south end of mine) mining has been conducted to a depth of approximately 140-feet. Apparently when the mine was abandoned (early in 1945-see attached report) production was from this 140-foot level. The shaft is vertical for a depth of 100-feet, and below this depth is inclined, thus provides a cumbersome hoisting problem.

An examination of the manuscript mine map (prepared in June and September 1943 and February 1945- Knoxville files) indicates that the pegmatite is poorly zoned; however, the attached Colonial Mica Corp., report states that the mica was obtained from the border of quartz lenses. The mine is now inaccessible, and is flooded below the 100-foot level, thus the Field Team has not had an opportunity to examine the pegmatite in place.

At this place the pegmatite trends about north-south, dipping steeply eastward. It is enclosed in a coarse granite (alaskite) which contains occasional bands of mica schist and gneiss. Weathering has progressed to a depth of approximately 50-feet; however, dump material which apparently came from near the bottom of the mine is entirely fresh.

Mica found about the old dump is relatively flat, clear, and splits well. It is green in color. According to the attached report by Carr, most of the mica obtained was large flat "A". Specimens reported on page 89, U.S. Professional Paper 225, 1950, indicate that dielectric properties of mica from this mine are satisfactory.

In addition to the production of sheet mica from the deposit, considerable potash feldspar is reported as a by-product. Also several hundred pounds of columbite are reported to have been produced during the last operation.

Two types of exploration are indicated in the application- trenching or stripping and shaftsinking. The Field Team sees no advantage to be

gained from the stripping, since the area under consideration appears to have been mostly stoped.

In regard to the proposed new shaft as indicated in the application, no such shaft is needed. To best explore the downdip extension of the pegmatite, it is believed that the existing vertical shaft can be rehabilitated and deepened. To secure best results it is believed that the shaft should be entirely vertical, thus requiring straightening and sinking an additional 80-feet. An eastward trending crosscut from the shaft should intersect the mica bearing zone within 30-feet. Drifts should then be run along the mica zone.

Even with this general recommendation the field team does not feel that they have sufficient data on the deposit, nor upon the required specification of mica to make a firm recommendation for this deposit. All of the mica from the deposit appears to be green-colored. Also as indicated in the attached report, recovery of strategic mica was low, although apparently enough mica, feldspar, and columbite were recovered during World War II to make it a profitable operation.

If green mica is to be considered strategic, then the following recommendations are made; however, if it will be considered non-strategic, the loan request should be refused.

Recommendations:

Straighten and deepen vertical shaft for 80-feet, thus making shaft 170-feet deep.

Crosscut eastward to mica-bearing zone-approximately 30-ft.

Drift on vein for approximately 25-ft.

Estimated Costs:

Equipment (Rental)

1 - Compressor @ $175/mo. for 2 mo.	350
1 - Pump @ $60/mo. for 2 mo.	120
1 - Jackhammer drill @ $60/ mo. 2 mo.	120
1 - Hoist @ $75/mo. for 2 mo.	150
Sub-Total	$740.

Supplies:

Drill steel and bits	$200
400-ft. of 2" pipe (air & water line) @ 50¢-ft	200
Timber	200
Miscellaneous hand tools	100
Gas, oil, and Electricity(readily available)	150
Dynamite, caps, etc.	200
Sub-total	$1050

Labor:

1 - Miner @ $1.50/hr for 40 shifts	$480
2 - Muckers @ $1/hr. " 40 "	640
1 - Hoist operator @ $1.25/hr. 40 shifts	400
1 - Timberman(working foreman)@ $2/hr for 40 shifts	640
Payroll taxes, insurance, etc.	215
Sub-total	$2375

Buildings

1 - 10 x 10 foot tool shed	$250
Total estimated cost -	$3675

Estimated time required - 40 shifts

Copy of Colonial Mica Corp., Report on Cook or Rube Sparks Mine - Obtained from U. S. B. M. Morris, Tennessee (9-24-41)

RUBE SPARKS MINE

Location: 1½ mi. W of Spruce Pine on property of Sarah M. Cook

Operator: E. A. Ellis

Period of operation: 6/4/43 to 12/31/44

Advance: $1,000.00

Projected work: Sink new shaft to approx. 75' to pick up vein beyond old works.

Funds expended: $1,000.00 Operator's funds expended $8,000.00 (Est.)

WALL ROCKS

Formation: N 10°E Strike: NW Dip: NE

F Fresh x

HEMATITE:

Strike N 10°W Dip: N 80°E Width: 40-50 ft. Length: 200' plus

Character of mineralization:

Hard pegmatite consisting of potash and a little soda feldspar with large quartz vein in center.

Mica concentration:

Location and dimensions: Mica near quartz in center of vein.

Degree of concentration: Fairly rich in pockets

Color: Green Size: Up to 6" x 8" Structure: A, some large, some hair cracked, recovery of strategic mica low.

Present operator:

Competency of operator:	Good
Efficiency of operator:	O.K.
Water conditions:	Moderate, no timbering done
Reason for closing:	Mica not ruby
Present conditions of workings:	O.K. , except water
Future possibilities:	Fair for feldspar and green mica

Former operators: Mine has been worked from time to time for past 40 years. Last worked by Herb Young and Lloyd Stewart. Jesse McKinney also worked in this mine for Tennessee Mineral Co., several years ago.

REMARKS:

This operator was granted an advance of $1000. With these funds the operator sank shaft A down 95' and contacted the old workings. No cribbing was done. The operator, with his own funds, worked out the area shown in blue on the sketch. The area B was 20 feet broad and the area at C was 12 feet broad. This pegmatite is a very broad one, being 40 to 50 feet broad and the mica adjoins a large quartz vein in the center of the pegmatite. A lot of feldspar was mined and a considerable amount of mica. The mica was large green "A" and the recovery from it of strategic mica was low. This mine was operated in the past as a feldspar mine and would not pay to operate for mica only. Some Columbite also occurs in the pegmatite and a few hundred pounds of it were sold by the operator.

(Signed) Kenneth Carr
3-15-45

No Map.

FILE COPY
SURNAME:

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

370

Barr
Moon

AUG 17 1951

Cook Mining Company, Inc.
c/o N. A. Mills
Spruce Pine, N. Carolina

Re: DMA-19172-Mica
Cook Mine

Gentlemen:

Your application is being referred to Mr. Robert L. Lawrence, Executive Officer, DMA Field Team, Region VII, Room 13, Post Office Building, Knoxville, Tennessee, for further information.

Sincerely yours,

SIGNED BJ 8/17

Tom Lyon, Director
Supply Division

RWASKEY:mp
8/15/51
cc: Field Team, Region VII (2)
210
Mr. Lyon
Mr. Barr
LMA Files

SIGNED

AUG 17 1951

Cook Mining Company, Inc.
c/o E. A. Ellis
Spruce Pine, N. Carolina

Re: LMA-1917X-Mica
Cook Mine

Gentlemen:

Your application is being referred to Mr. Robert A. Lawrence, Executive Officer, DMA Field Team, Region VII, Room 13, Post Office Building, Knoxville, Tennessee, for further information.

Sincerely yours,

SIGNED

Tom Lyon, Director
Supply Division

RWASKEY:mp
8/15/51
cc: Field Team, Region VII (2)
210
Mr. Lyon
Mr. Barr
DMA File

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

370

AUG 17 1951

Mr. Robert A. Laurence, Executive Officer
DMA Field Team, Region VII
Room 13, Post Office Bldg.
Knoxville, Tenn.

Dear Sir:

We attach "Review of Application for Exploration Assistance" on:

Applicant: Cook Mining Co., Inc. c/o E. A. Ellis

Docket No. DMA-1917X

Commodity: Mica

Amount $ 12,610

Please expedite the consideration of this application with particular reference to the points raised in the attached "Review".

Very truly yours,

Tom Lyon, Chairman
Coordinating Committee

Director of Mines

Sec. Consultant, Survey

DMA-1917X Exploration
Mica
Region VII

Cook Mining Co., Inc., Spruce Pine, N. C.

Application propos to make a dozer cut to remove the overburden at an estimated cost of $12,610. The field team is requested to check all necessary geologic data and quality of mica.

6/5/51

Defense Minerals Administration

Review of Application for Exploration Assistance

Docket No. 1917X

Commodity Mica

Total Amount $12,610

Govt. Participation 90%

1. Name and Address of Applicant Cook Mining Co., Inc. c/o E.A. Ellis, Spruce Pine, N.C.

2. Location of Property 1½ Miles NW of Spruce Pine

3. Mineral or metal Mica Is it listed in Section 9 of MO-5? YES

If not, application will be rejected.

4. Geologic probability of discovery—based on data in application (question #16, 17, 18, 20 and 22)*

Mines or Survey reports, etc., do you rate chances:

a) Good

b) Poor

c) None

d) Don't know—needs field examination X

e) Is there an alternative and favorable project? (If so, attach an explanation)

5. Is the applicant's right to the property clearly stated? Yes, Lessee (question 5, 6, 7)*

6. If applicant is a lessee, is a copy of the lease attached? Yes

Does the lease have sufficient time to run to cover a future productive period? Yes

*question numbers are those of MF-103

7. Are subordination agreements necessary? Yes & Furnished with Application

a) MF-201? _____

b) MF-202 _____

8. From the data presented, does the proposed project appear feasible from the point of view of:

a) Available manpower Yes

b) Equipment and supplies Yes
(Question 14 plus general knowledge of availability)*

c) Accessibility (question 12)* Yes

d) Water (question 13)* Yes

e) Power (question 13)* Yes

Is a field check needed on any of these points? Yes

9. Does the experience of the applicant appear to be adequate to assure that he can properly conduct the proposed project? (question 4)* Yes

Is a field check needed on this point? Yes

10. Exhibit A. (questions 21 and 22)*

a) Is the project adequately described? NO - lack estimate of shaft depth
If not, are there sufficient data given so that you can describe the project? _____ If so, attach a draft.

b) Is there an adequate map or sketch of the proposed work? NO

c) Is the proposed work "exploration" under the definition of Section 8, MO-5? Yes - Provided Field Team approves extent of bulldozing and agrees with applicant on shaft work to be done.
~~If not, what part of it is?~~

Is this part a worthwhile exploration project? _____

d) Are the cost estimates detailed? Not on footage basis

Can they be summarized, as on page 2 of Procedural Instruction 5-A, from the available data? NO If so, attach a draft.

e) Are the cost estimates reasonable? Rates seem OK

f) Should more information be requested from applicant? By Field Team

g) Is a field examination necessary to complete Exhibit A? Yes

11. Exhibit B (question 23-d)*

a) Is it applicable? Yes

b) If so, are sufficient data furnished? NO If so, attach a draft.

c) Is a field check needed? Approximate size of shed

12. Exhibit C (question 23-e, f and g)*

a) Is it applicable? Yes

b) Sufficient data? NO If so, attach a draft.

c) Are rents and charges reasonable? Seem so

d) Is a field check needed? Check need for items listed

13. Exhibit D (question 23-a, b)* Check DOZER Rate

a) Are there sufficient data? Yes

b) Is the schedule adequate for the work proposed? Yes

c) Is the schedule excessive for the work proposed? NO

d) Are the proposed wages and salaries reasonable? Yes

e) Is a field check needed? Check need for supervisor - Would working Foreman be sufficient?

14. Exhibit E (question 23-c)*

a) Is it applicable? Not Applicable

b) Sufficient data?

c) Reasonable?

d) Field check needed? NO

15. In your judgment, can the proposed work be done in the proposed time? Yes

(All exploration must be completed within two years)

16. If field examination is not needed, attach your recommendation.

17. If field examination is needed, do you have any special instructions for the field team not indicated by your answers to the foregoing question? ~~All necessary geologic data should be acquired.~~ Check quality of Mica - If geology & mica quality favorable recommend exact work to be done and - in agreement with applicant - prepare schedule of requirements and costs for contract purposes - Supply sketch map of proposed work

Reviewed by: [illegible]

[illegible]

Date 8/15

97692

August 7, 1951

Cook Mining Company, Inc.
c/o Mr. E. A. Ellis
Spruce Pine, North Carolina

Subject: DMA-1917
Re: Exploration Loan -
Cook Mine

Gentlemen:

Receipt is acknowledged of your application and attachments of August 1, 1951 for an exploration loan under the Defense Production Act of 1950.

The application was assigned Docket Number DMA-1917 and referred to Mr. James A. Barr, Chief, Industrial Minerals Branch on August 6, 1951.

In any future correspondence relating to your application, kindly refer to DMA-1917.

Sincerely yours,

ROBERT E. ADAMS BJ 8/7

Robert E. Adams
Chief, Reports & Records Unit

REAdams:jc
cc: Barr
Lyon
✓ Reports & Records File

IN REPLY REFER TO:

G-MD-JJN

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

Memorandum

To: Robert Waskey, Defense Minerals Administration

From: J. J. Norton, Mineral Deposits Branch

Subject: Application DMA-1917X from the Cook Mining Company, Inc., for mica exploration in Mitchell County, North Carolina

The Geological Survey files contain no data on the Cook prospect, for which the Cook Mining Company has submitted Application DMA-1917X to do $12,610 worth of exploration for mica.

This application should be referred to the field team with a request that all necessary geologic data ~~will~~ be acquired.

J. J. Norton

Copy to: Director's Reading 4212
Branch Reading
DMA files
JJNorton:tk
G: 8/14/51

August 7, 1951

Cook Mining Company, Inc.
c/o Mr. E. A. Ellis
Spruce Pine, North Carolina

Subject: DMA-1917
Re: Exploration Loan -
Cook Mine

Gentlemen:

Receipt is acknowledged of your application and attachments of August 1, 1951 for an exploration loan under the Defense Production Act of 1950.

The application was assigned Docket Number DMA-1917 and referred to Mr. James A. Barr, Chief, Industrial Minerals Branch on August 6, 1951.

In any future correspondence relating to your application, kindly refer to DMA-1917.

Sincerely yours,

ROBERT E. ADAMS

Robert E. Adams
Chief, Reports & Records Unit

REAdams:jc
cc: ✓Barr
Lyon
Reports & Records File

Form MF-103
(April 1951)

U. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.
Approval expires 6-30-51.

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950

DO NOT FILL IN THIS BLOCK

Docket No. dma-1917

Date received 8/3/51

Participation

Cook Mining Co., Inc.
c/o E. A. Ellis
Spruce Pine, North Carolina

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 3 1951

Name and address of applicant

Date

FILL IN THIS BLOCK

Date of application August 1, 1951

Estimated cost

Mineral or metal Mica

Percentage of Government participation 90%

Location of mine 1½ miles northwest of Spruce Pine, N. C.

Date of filing MF-100 Not filed

DMA Docket Number, if available

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four signed copies of the application to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive officer thereof, with your name and address on each sheet of the application and all accompanying papers. If any question is inapplicable, or if you cannot answer it, so state on the form. Where the space provided for answer is insufficient, answer on a separate sheet, annex it to the application form, and refer to it in space for answer. If the application is approved, you will be presented with an exploration project contract on Form MF-200, for your signature.

THE APPLICANT

*1. Is applicant an individual, partnership, or corporation?
*2. If a partnership, state names and addresses of partners.
*3. If a corporation, state names and addresses of officers, directors, and five largest stockholders.
*4. Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who will manage the project.
*5. Are you the owner or the lessee of the property?
6. If owner, state what claims, liens, or encumbrances, if any, are against the property.
7. If lessee, attach a copy of the lease and state if it is in good standing.

NOTE.—It will be necessary to procure and attach to the exploration project contract agreements of claimants, lienors, encumbrances and lessors subordinating their interests in the property to the interest of the Government under the contract.

8. Furnish current financial statement, showing assets and liabilities, and a profit and loss statement.
9. How much money is applicant prepared to invest in proposed project? Is it sufficient to pay your part of the cost of the project as detailed in question 23 of this application form, in accordance with the regulations on Government participation (Section 9 of Mineral Order 5)?

*If you have already answered these questions on MF-100, you are not required to answer the questions for this application.

16—64067-1

THE PROPERTY

10. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property.
    (*b*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

    NOTE.—If both areas are the same, so state. The only obligation to repay the Government is from the net earnings from any commercial discovery made in the area specified in (*b*) above in which the exploration is to be conducted, and the expenditure of funds which may be charged as costs of the project must be limited to that area or to work necessary to perform the exploration in that area.

*11. State the present and former names of the property, if any.

*12. State, in detail, the location of the property with reference to towns, railroads, roads, shipping points, including distances and directions and kinds and conditions of roads.

*13. State source and quantity of water available for operations and its sufficiency at all seasons.
State amount of power to be used, rate per hour or other cost, and source.

*14. Describe any existing useable facilities, equipment, buildings, or structure now on the property that will be devoted to the exploration work.

15. State in detail how the ore could be shipped and how and where milled.

*16. History:
    (*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for any past suspensions of operations.
    (*b*) State briefly the known history and production of adjoining and neighboring properties.
    (*c*) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development, and metallurgical investigations.

*17. Production:
    (*a*) If mine is in production, furnish the following information:

	Tons per day	*Grade or analysis*	*Cost per ton*	*Net value per ton*
(1) Mining				
(2) Milling				
(3) Shipped or sold				

*18. Ore or mineral reserves: (If property is or has been operating.)
    (*a*) Describe the ore or mineral deposits briefly.
    (*b*) Submit available maps and assay data.
    (*c*) Give estimated tonnage and grade of each class of ore reserves.

19. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

THE EXPLORATION

20. For what mineral or minerals and for what types of deposits and ores will the exploration be conducted?

21. Describe briefly, but concisely, the proposed work and the estimated time required to complete it.

    NOTE.—The Government will not participate in a project that will require more than 2 years to complete.

22. Furnish statement of the geological basis of the project with particular emphasis on factors leading the operator to expect the finding of commercial ore bodies. This statement should be accompanied by supporting maps such as geological maps, maps of the proposed openings and assay maps, sample lists, and other pertinent data.

THE REQUIREMENTS AND COSTS

23. Tabulate in the form of an itemized statement with a sum for each item the estimated requirements and costs of the project so that the total will give the estimated cost of the project in which the Government will participate, as follows:
    (*a*) Labor, by numbers and classes (miners, muckers, millmen, etc.), with wages of each.
    (*b*) Supervisors, by numbers and positions, with salaries of each.
    (*c*) Cost of necessary repairs to existing facilities, structures, and buildings.
    (*d*) Cost of necessary installation or construction of additional facilities, structures, and buildings.
    (*e*) Cost of items of equipment, not now owned by the applicant which must be purchased for operations at a cost of $50 or more each.
    (*f*) Cost of rental for equipment which the operator proposes to rent.
    (*g*) Rental value of items of equipment which the operator now owns and which will be devoted to the work.
    (*h*) Cost of materials and supplies, including items of equipment costing less than $50 each.
    (*i*) Cost of power, water, utilities, and any other items not provided for above.

24. Furnish a time schedule of the project, stated in terms of months after project is approved, showing progress expected to be accomplished and the money expected to be spent.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and accompanying papers is correct and complete to the best of their knowledge and belief.

Cook Mining Co., Inc.
(Name of company)

By /s/ E. A. Ellis
(Signature of authorized official)

August 1, 1951
(Date)

President
(Title)

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.

*Same as footnote on page 1.

16—64067-1 U. S. GOVERNMENT PRINTING OFFICE

Form MF 103

Defense Minerals Administration

Cook Mining Company
c/o E. A. Ellis
Spruce Pine, North Carolina

Cook Mine
Mitchell County, N. C.

1. Corporation. See Exhibit A

2. Not a partnership

3. See page 3 of Exhibit A

4.

E. A. Ellis	President	See Exhibit B
Frank E. Ellis	Vice Pres.	Exhibit C
Fletcher Phillips	Secty-Treas.	Exhibit D

5. Lessee. See Exhibit E

6. Not owner

7. Lease is in good standing. See Exhibit E

8. New Corporation

9. Operator will donate rental on the items listed below or the value of the rental of them, at the option of DMA. Any additional amount needed to aggregate 10% will be supplied in cash.

1 double drum hoist	$1500
1 much truck	700
1 International pickup truck	700

10. (a) Legal description of property is set forth in lease which is attached as Exhibit E.

    (b) Exploration is to be conducted within 500 feet of abandoned mine shaft on the mine site leased.

11. Known for past several years as Cook Mine.

12. Mine is located approximately 1½ miles northwest of Spruce Pine. Condition of roads, location of towns, railroads, etc. is indicated on State Highway map attached to original copy of this application as Exhibit F.

13. Strategic sheet mica mine. No flow operations contemplated.

14. None

15. Ore will not be milled. Mica books will be shipped by truck to Spruce Pine which is approximately 4 miles by road from mine. Hard surface road within ¼ mile from mine. Good road from hard surface to mine.

16. Sheet mica of strategic grade from the mine was sold to Colonial Mica Corporation during World War II.

17. See answer to 16.

18. Mica deposits cannot be assayed as to their sheet or strategic grade content. This mine produced large quantities of strategic mica during World War II, as can be ascertained from the records of Colonial Mica Corporation. It is estimated that mica of like amounts and quality is still in the immediate vicinity. Mining operations ceased only when the price of sheet mica fell from six dollars a pound to less than twenty cents a pound.

19. None

20. Sheet mica

21. It is proposed to begin at a point approximately 350 up the hill from the abandoned mine shaft, and at that point make a dozer cut 300 feet long to remove the overburden which is expected to be from 10 to 40 feet deep.

After the overburden has been removed, a shaft 6 x 6 feet will be sunk through the dike to a depth sufficient to contact mica bearing ore. Once the mica ore is contacted, the shaft will continue down through the dike to determine the mineralization of that ore and its percentage of sheet mica content.

The pencil drawing at Exhibit G will show the location of the abandoned shaft which is now unsafe. The president of the applicant corporation worked this mine during World War II, and it is his opinion that the new shaft will strike the ore body further up the dike making it possible to follow the pitch of the dike to the old mine face by intercepting the abandoned slanting tunnel as indicated on the drawing at Exhibit G.

22. Production possibilities are of record with the U. S. Bureau of Mines, U. S. Geological Survey, and R.F.C. files. All of these records show that mica of strategic quality has been removed from this ore body.

23.

	Per Week	12 Week Period
(a) 2 muckers at $60	$120	$ 1,440
1 hoist operator at $70	70	840
1 jack hammer operator at $70	70	840
(b) 1 supervisor at $100	100	1,200
(c) None		
(d) Tool shed		250
(e) 1 Electric pump 220 V 3 phase		750
1 air compressor		3,500
1 jack hammer		350
200 feet 2" pipe		120
200 feet 1" pipe		60
Drill steel and bits		500

(f) None

(g) See answer to question 9.

(h) Misc hand tools		200
(i) Electricity	15	180
dynamite and caps	45	540
gas and oil	10	120
		$10,690
20 days of dozer work at 12 per hour		1,920
		$12,610

24. It is expected to take a total of twelve weeks after the dozer operation is complete. If overburden is light, it will not take 20 days to remove it.

CERTIFICATE OF INCORPORATION

of

Cook Mining Co., Inc.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a corporation under the laws of the State of North Carolina, and do hereby certify:

FIRST: That the name of the said corporation is:

Cook Mining Co., Inc.

SECOND: That the purposes for which said corporation is formed are:

(a) To initially engage in the primary business of exploring, prospecting, developing, mining and milling mica and minerals of every character and description.

(b) To purchase or otherwise acquire, to own, hold, lease, sell or otherwise dispose of, deal in and improve real estate, and to mortgage, convey in trust or otherwise encumber the same and to erect, manage, care for, maintain, extend and alter buildings thereon and other improvements.

(c) To purchase or otherwise acquire, to own, hold, lease, sell or otherwise dispose of, deal in and improve real estate, and to mortgage, convey in trust or otherwise encumber or hypothecate the same.

(d) To enter into partnerships or into any arrangement for sharing profits, union of interest, corporation, joint adventure, reciprocal concession, or otherwise, with any person, partnership, firm or corporation, in any business or transaction in which this corporation is authorized to carry on or engage in so as to directly or indirectly benefit this corporation.

(e) To take, acquire by purchase, exchange or otherwise, and to own, hold, deal in, sell or otherwise dispose of, mortgage, hypothecate or otherwise encumber, letters patent and inventions and shares of stock or bonds, and while the owner of said shares to vote the same.

(f) To borrow money and to execute and deliver its secured promissory note or notes or other evidences of indebtedness therefor.

(g) To issue bonds, notes, debentures, certificates, script or other corporate obligations or evidences of debt, and to secure the payment therefor by mortgage, pledge or deed of trust of or upon the whole or any portion of the corporate property, funds, credits and franchises and to sell, pledge or otherwise use or dispose of the same.

(h) To exercise in respect to all such bonds, notes, mortgages, shares of capital stock and other securities and other obligations, any and all rights, powers and privileges of individual owners thereof; including the right to vote upon any shares of stock held by it to the same extent that a natural person might or could do.

(i) To carry on business in states outside of North Carolina and to purchase and hold real and personal property in said states.

(j) To engage in any all all lawful business other than those above specified which may be permitted by any law or laws of the State of North Carolina now in force or hereinafter enacted, and for which no special authorization or permit is necessary.

(k) To do and perform all things whatsoever that shall be necessary or proper for the full and complete execution of the foregoing purposes.

(l) To act as guarantor or surety on contracts, notes, bonds, mortgages, deeds of trust or other securities.

THIRD: That the principal office for the transaction of the business of this corporation is to be located in Spruce Pine, N. C. . That the name and address of the agent authorized to accept service on the corporation in the State of North Carolina is E. A. Ellis, Spruce Pine, N. C. .

FOURTH: That this corporation is authorized to issue only one class of shares of stock, the total number of which is 3 shares with no par value.

FIFTH: That the number of directors of said corporation shall be three (3) who must be shareholders and the names and addresses of the persons who are appointed to act as the first directors and to hold office until the selection and qualification of their successors are as follows:

E. A. Ellis, President	Spruce Pine, N. C.
Frank E. Ellis, Vice Pres.	Spruce Pine, N. C.
Fletcher Phillips, Secty-Treas.	Spruce Pine, N. C.

SIXTH: That the duration of this corporation shall be 100 years; original capital to commence business to be $30.00.

SEVENTH: That the following shares of stock have been subscribed by the incorporators:

E. A. Ellis	Spruce Pine, N. C.	(1) share
Frank E. Ellis	Spruce Pine, N. C.	(1) share
Fletcher Phillips	Spruce Pine, N. C.	(1) share

EIGHTH: That the number of persons named above shall constitute the number of directors in the corporation until changed by amendment to the by-laws.

NINTH: Said corporation shall not have the power to levy assessments upon the shares or shareholders thereof.

TENTH: The shareholders of said corporation shall have preemptive rights to subscribe to any and all issues of shares of securities.

IN WITNESS WHEREOF, The persons named herein as directors have hereunto set their hands this day of

/s/ E. A. Ellis

/s/ Frank E. Ellis

/s/ Fletcher Phillips

STATE OF NORTH CAROLINA)
) ss.
MITCHELL COUNTY)

On this 11 day of July 1951 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared
E. A. Ellis
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

/s/ Tess Burleson
Notary Public of said County and State
My Commission expires: Jan. 17, 1952

STATE OF NORTH CAROLINA)
) ss.
MITCHELL COUNTY)

On this 11 day of July 1951 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared
Frank E. Ellis
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

/s/ Tess Burleson
Notary Public of said County and State
My Commission expires; Jan. 17, 1952

STATE OF NORTH CAROLINA)
) ss.
MITCHELL COUNTY)

On this 11 day of July 1951 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared
Fletcher Phillips
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

/s/ Tess Burleson
Notary Public of said County and State
My Commission expires: Jan. 17, 1952

EDWARD A. ELLIS

Edward A. Ellis was born at Mitchell County, North Carolina, October 8, 1884, and has lived most of his life in the Spruce Pine area except for a few years when he lived in Birmingham, Alabama.

Mr. Ed Ellis finished the seventh grade at the Bandana Grammer School, and was unable to further his formal education due to his father's death when he was 14 years old.

From 1898 to 1904 he farmed his widowed mother's farm, and in 1904 to 1909 he worked as a laborer on the construction detail for the Clinchfield Railroad. In 1909 he was made foreman of a construction crew in which capacity he worked until 1915.

In 1915 he was appointed mining manager for the Clinchfield Products Company which was a subsidiary of the Clinchfield Railroad. His mining experience was gained in the following mines -- Pressnell, Yancey County; Bowdich, Yancey County; Hickey, Mitchell County; Old Dake, Mitchell County; Hawkins, Mitchell County. He left his employment in 1926 to start the Mayland Motor Company.

He has operated the Mayland Motor Company which holds the Pontiac automobile, International truck, International Harvester Farm Equipment dealerships. In 1940 this business was incorporated and Mr. Ed Ellis was elected president and general manager which job he has held to date.

His mine interests and experience is as follows:

1941 - 1946	Cook Mine operated by Mr. Ed. Ellis as an individual, on the property of the Cook heirs in Mitchell County.
1942 - 1945	One of three partners in the partnership of E. A. Ellis, Frank E. Ellis and B. G. Thomas, Charles Robinson Mine on the property of E. A. Ellis and Frank E. Ellis.
1942 - 1943	E. A. Ellis and Frank E. Ellis, Little Hawk Mine owned by Ashville Mica Company located approximately 15 miles northeast of Spruce Pine.
1942 - 1945	One of three partners in the partnership of E. A. Ellis, Frank E. Ellis and B. G. Thomas in the operation of "No. 12" Mine on the property of the Bailey heirs, Mitchell County, approximately 5 miles west of Spruce Pine.

* * * * * *

References:

G. G. Fortner
Spruce Pine, North Carolina
W. G. Pippin, Real Estate Broker
Spruce Pine, North Carolina
Dr. C. A. Peterson, Physician
Spruce Pine, North Carolina

FRANK E. ELLIS

Frank E. Ellis was born in Birmingham, Alabama, June 19, 1908, but before he entered grammer school his parents moved to Spruce Pine, N. C. He finished grammer school at Spruce Pine, and was later graduated from Harris High School, Spruce Pine, in 1926.

In 1926, Mr. Ellis commenced work for his father, Ed Ellis, who was operating as the Mayland Motor Company. Mr. Frank was an automobile mechanic and salesman for his father, in which capacity he work until 1940.

In 1940 Frank's father incorporated the Mayland Motor Company at which time Mr. Frank Ellis purchased stock and was elected secty-treas. for the Corporation, in which capacity he has served since that date.

In addition to his business interests in the Mayland Motor Company, Mr. Ellis' mining experience is as follows:

1942 - 1945	One of three partners in the partnership of E. A. Ellis, Frank E. Ellis and B. G. Thomas, Charles Robinson Mine on the property of E. A. Ellis and Frank E. Ellis.
1942 - 1943	E. A. Ellis and Frank E. Ellis, Little Hawk Mine owned by Ashville Mica Company located approximately 15 miles northeast of Spruce Pine.
1942 - 1945	One of three partners in the partnership of E. A. Ellis, Frank E. Ellis and B. G. Thomas in the operation of "No. 12" Mine on the property of the Bailey heirs, Mitchell County, approximately 5 miles west of Spruce Pine.

* * * * * *

References:

Bill Lee, Cashier,
Northwestern Bank, Spruce Pine, N. C.
F. H. Robbins, President
Robbins Knitting Co., Spruce Pine, N. C.
Carroll Rogers, General Manager,
Feldspar Flotation Co., Spruce Pine, N. C.

FLETCHER O. PHILLIPS

Fletcher O. Phillips is 46 years old, a native of the Spruce Pine area, and has lived in that mining district most of his life.

He has 26 years of mining experience, and at present is mining mica and feldspar on a commercially profitable basis in the Dogwood Flat near Yellow Mountain in the Spruce Pine area. This mine is presently producing one thousand pounds of mica of punch or better quality per week and approximately seventy-five tons of feldspar.

During World War II, Mr. Phillips was one of three partners in the mica fabricating plant of "Carpenter and Phillips Mica Company" which employed from 90 to 180 persons. One of his duties was to purchase mica for fabricating. That experience has thoroughly schooled Mr. Phillips in appraising and grading blocks and sheets of mica.

His two years mining education at North Carolina State College is one of his greatest assets in that it helps him to evaluate out croppings and to follow "leads" once mining operations have commenced.

His past employment record is as follows:

Bennidict Coal Co.	St. Charles, Va.	1927 - 1928
Mining School	State College, N. C.	1928 - 1930
Bennidict Coal Co.	St. Charles, Va.	1930 - 1932
Hoot Owl Mine	Spruce Pine, N. C.	1934 - 1936
Mining for self	Spruce Pine, N. C.	1936 - 1941
Carpenter & Phillips Mica Co. (partner)	Spruce Pine, N. C.	1941 - 1945

* * * * * *

References:

Mr. Ernest Poteat, Cashier,
Northwestern Bank, Bakersville, N. C.
Mr. Roy Welds, Manager,
Harris Clay Co., Spruce Pine, N. C.
Mr. J. P. McKinney, Mine Manager,
United Feldspar & Minerals, Spruce Pine, N. C.

MINING LEASE

State of North Carolina Mitchell County:

This indenture made this 11 day of July, 1951

between Mayland Motor Co.

of _____ County and State of North Carolina, as party of the

first part, and known as lessor___, and Cook Mining Co.

of Mitchell County and State of North Carolina, party of the

second part and known as lessee.

WITNESSETH, That the part____ of the first part in consideration of One Dollar in hand received and hereby acknowledged by the lessor___, 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 on a poplar tree at the Branch, Marion Cooks corner and runs N 63° W with old line 26 poles to a Red Oak in Bailey's line: thence N 28° W 100 poles to a Black gum, thence S 63° E with the old line 128 poles to a stake in old line: thence S 1½° W 51 poles to a small Black Oak, Marion Cook's corner: thence N 63° W with said Cook line 76 poles to a Black Pine and Locus thence N 76° W 18 poles and 17 links to a Poplar at the head of a branch; thence down the branch and with its meander 40 poles to a Spruce Pine at the mouth of said branch: thence up the large branch and with its meander 31½ poles to the Beginning containing 56 acres, more or less: being the Sarah Cook land from Hattie Wiseman recorded Registrar of Deeds of Mitchell County Book 76 page 441.

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 conditions 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 operations 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 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 one eighth (1/8) on all mica and 50¢ per ton (2240 lbs)

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 part___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 eastate described and set forth in this lease for a total purchase price of $ No Option , 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 that 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:

/s/ Mayland Motor Co. (Seal)

/s/ F. O. Phillips

/s/ E. A. Ellis (Seal)

/s/ F. E. Ellis, Secty-Treas. (Seal)

NORTH CAROLINA, Mitchell COUNTY:

The execution of the foregoing instrument was this day acknowledged before me by E. A. Ellis and Frank E. Ellis the grantor___ for the purposes therein expressed. Let the same, with this certificate, be registered. This 11 day of July, 1951.

/s/ Tess Burleson
Notary Public
My Commission Expires: 1-17-52

******

NORTH CAROLINA, _____ COUNTY:

I, _____, do certify that _____ and _____, his wife personally appeared before me this day, and acknowledged the execution of the annexed mining lease and the said _____ being by me privately examined separate and apart from her said husband, touching her voluntary execution of the same; doth state that she signed the same free and voluntarily, without fear or compulsion of her said husband, or of any other person, and that she doth still voluntarily assent thereto. This _____ day of _____, 1951.

_____

_____

******

NORTH CAROLINA, _____ COUNTY:

The foregoing certificate of _____ of _____ County is adjudged to be correct and sufficient. Let the instrument, with the certificate be registered.

Witness my hand and official seal, this _____ day of _____, 1951.

_____
Clerk Superior Court

HIGHWAY MAP SHOWING CONDITION OF ROADS

and location of mine site relative to Spruce Pine and other towns in its vicinity, distance from railroads, etc is attached to the original application at Exhibit F.

Cook Mine

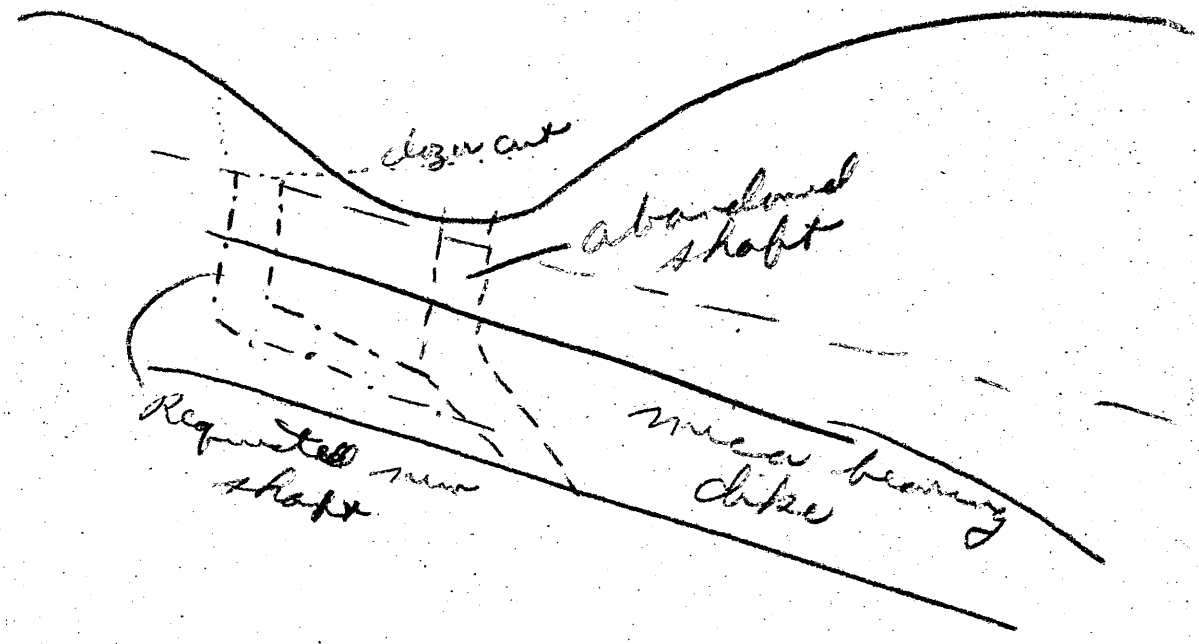
diagram
abandoned shaft
Requested new shaft
mineral bearing dike

COOK MINING COMPANY, INC.

Spruce Pine, North Carolina

WASHINGTON COUNSEL

C. B. Collins
1025 Vermont Avenue, N. W.
Washington 5, D. C.

NAtional 7808

Form MF-103
(April 1951)

U. S. DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.
Approval expires 6-30-51.

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950

DO NOT FILL IN THIS BLOCK

Docket No. DMA-1917

Date received 8/3/51

Participation

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 3 1951

Cook Mining Co., Inc.
c/o E. A. Ellis
Spruce Pine, North Carolina

Name and address of applicant

Date

FILL IN THIS BLOCK

Date of application August 1, 1951

Estimated cost

Mineral or metal Mica

Percentage of Government participation 90%

Location of mine 1½ miles northwest of Spruce Pine, N. C.

Date of filing MF-100 Not filed

DMA Docket Number, if available

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four signed copies of the application to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive officer thereof, with your name and address on each sheet of the application and all accompanying papers. If any question is inapplicable, or if you cannot answer it, so state on the form. Where the space provided for answer is insufficient, answer on a separate sheet, annex it to the application form, and refer to it in space for answer. If the application is approved, you will be presented with an exploration project contract on Form MF-200, for your signature.

THE APPLICANT

*1. Is applicant an individual, partnership, or corporation?
*2. If a partnership, state names and addresses of partners.
*3. If a corporation, state names and addresses of officers, directors, and five largest stockholders.
*4. Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who will manage the project.
*5. Are you the owner or the lessee of the property?
6. If owner, state what claims, liens, or encumbrances, if any, are against the property.
7. If lessee, attach a copy of the lease and state if it is in good standing.

NOTE.—It will be necessary to procure and attach to the exploration project contract agreements of claimants, lienors, encumbrances and lessors subordinating their interests in the property to the interest of the Government under the contract.

8. Furnish current financial statement, showing assets and liabilities, and a profit and loss statement.
9. How much money is applicant prepared to invest in proposed project? Is it sufficient to pay your part of the cost of the project as detailed in question 23 of this application form, in accordance with the regulations on Government participation (Section 9 of Mineral Order 5)?

*If you have already answered these questions on MF-100, you are not required to answer the questions for this application.

16—64067-1

THE PROPERTY

10. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property.
    (*b*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

    NOTE.—If both areas are the same, so state. The only obligation to repay the Government is from the net earnings from any commercial discovery made in the area specified in (*b*) above in which the exploration is to be conducted, and the expenditure of funds which may be charged as costs of the project must be limited to that area or to work necessary to perform the exploration in that area.

*11. State the present and former names of the property, if any.

*12. State, in detail, the location of the property with reference to towns, railroads, roads, shipping points, including distances and directions and kinds and conditions of roads.

*13. State source and quantity of water available for operations and its sufficiency at all seasons.
State amount of power to be used, rate per hour or other cost, and source.

*14. Describe any existing useable facilities, equipment, buildings, or structure now on the property that will be devoted to the exploration work.

15. State in detail how the ore could be shipped and how and where milled.

*16. History:
    (*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for any past suspensions of operations.
    (*b*) State briefly the known history and production of adjoining and neighboring properties.
    (*c*) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development, and metallurgical investigations.

*17. Production:
    (*a*) If mine is in production, furnish the following information:

	Tons per day	*Grade or analysis*	*Cost per ton*	*Net value per ton*
(1) Mining				
(2) Milling				
(3) Shipped or sold				

*18. Ore or mineral reserves: (If property is or has been operating.)
    (*a*) Describe the ore or mineral deposits briefly.
    (*b*) Submit available maps and assay data.
    (*c*) Give estimated tonnage and grade of each class of ore reserves.

19. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

THE EXPLORATION

20. For what mineral or minerals and for what types of deposits and ores will the exploration be conducted?

21. Describe briefly, but concisely, the proposed work and the estimated time required to complete it.

    NOTE.—The Government will not participate in a project that will require more than 2 years to complete.

22. Furnish statement of the geological basis of the project with particular emphasis on factors leading the operator to expect the finding of commercial ore bodies. This statement should be accompanied by supporting maps such as geological maps, maps of the proposed openings and assay maps, sample lists, and other pertinent data.

THE REQUIREMENTS AND COSTS

23. Tabulate in the form of an itemized statement with a sum for each item the estimated requirements and costs of the project so that the total will give the estimated cost of the project in which the Government will participate, as follows:
    (*a*) Labor, by numbers and classes (miners, muckers, millmen, etc.), with wages of each.
    (*b*) Supervisors, by numbers and positions, with salaries of each.
    (*c*) Cost of necessary repairs to existing facilities, structures, and buildings.
    (*d*) Cost of necessary installation or construction of additional facilities, structures, and buildings.
    (*e*) Cost of items of equipment, not now owned by the applicant which must be purchased for operations at a cost of $50 or more each.
    (*f*) Cost of rental for equipment which the operator proposes to rent.
    (*g*) Rental value of items of equipment which the operator now owns and which will be devoted to the work.
    (*h*) Cost of materials and supplies, including items of equipment costing less than $50 each.
    (*i*) Cost of power, water, utilities, and any other items not provided for above.

24. Furnish a time schedule of the project, stated in terms of months after project is approved, showing progress expected to be accomplished and the money expected to be spent.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and accompanying papers is correct and complete to the best of their knowledge and belief.

Cook Mining Co., Inc. (Name of company) — By /s/ E. A. Ellis (Signature of authorized official)

August 1, 1951 (Date) — President (Title)

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.

*Same as footnote on page 1.

16—64067-1 U. S. GOVERNMENT PRINTING OFFICE

Form MF 103

Defense Minerals Administration

Cook Mining Company
c/o E. A. Ellis
Spruce Pine, North Carolina

Cook Mine
Mitchell County, N. C.

1. Corporation. See Exhibit A

2. Not a partnership

3. See page 3 of Exhibit A

4.

E. A. Ellis	President	See Exhibit B
Frank E. Ellis	Vice Pres.	Exhibit C
Fletcher Phillips	Secty-Treas.	Exhibit D

5. Lessee. See Exhibit E

6. Not owner

7. Lease is in good standing. See Exhibit E

8. New Corporation

9. Operator will donate rental on the items listed below or the value of the rental of them, at the option of DMA. Any additional amount needed to aggregate 10% will be supplied in cash.

1 double drum hoist	$1500
1 much truck	700
1 International pickup truck	700

10. (a) Legal description of property is set forth in lease which is attached as Exhibit E.

    (b) Exploration is to be conducted within 500 feet of abandoned mine shaft on the mine site leased.

11. Known for past several years as Cook Mine.

12. Mine is located approximately 1½ miles northwest of Spruce Pine. Condition of roads, location of towns, railroads, etc. is indicated on State Highway map attached to original copy of this application as Exhibit F.

13. Strategic sheet mica mine. No flow operations contemplated.

14. None

15. Ore will not be milled. Mica books will be shipped by truck to Spruce Pine which is approximately 4 miles by road from mine. Hard surface road within ½ mile from mine. Good road from hard surface to mine.

16. Sheet mica of strategic grade from the mine was sold to Colonial Mica Corporation during World War II.

17. See answer to 16.

18. Mica deposits cannot be assayed as to their sheet or strategic grade content. This mine produced large quantities of strategic mica during World War II, as can be ascertained from the records of Colonial Mica Corporation. It is estimated that mica of like amounts and quality is still in the immediate vicinity. Mining operations ceased only when the price of sheet mica fell from six dollars a pound to less than twenty cents a pound.

19. None

20. Sheet mica

21. It is proposed to begin at a point approximately 350 up the hill from the abandoned mine shaft, and at that point make a dozer cut 300 feet long to remove the overburden which is expected to be from 10 to 40 feet deep.

After the overburden has been removed, a shaft 6 x 6 feet will be sunk through the dike to a depth sufficient to contact mica bearing ore. Once the mica ore is contacted, the shaft will continue down through the dike to determine the mineralization of that ore and its percentage of sheet mica content.

The pencil drawing at Exhibit G will show the location of the abandoned shaft which is now unsafe. The president of the applicant corporation worked this mine during World War II, and it is his opinion that the new shaft will strike the ore body further up the dike making it possible to follow the pitch of the dike to the old mine face by intercepting the abandoned slanting tunnel as indicated on the drawing at Exhibit G.

22. Production possibilities are of record with the U. S. Bureau of Mines, U. S. Geological Survey, and R.F.C. files. All of these records show that mica of strategic quality has been removed from this ore body.

23.

	Per Week	12 Week Period
(a) 2 muckers at $60	$120	$ 1,440
1 hoist operator at $70	70	840
1 jack hammer operator at $70	70	840
(b) 1 supervisor at $100	100	1,200
(c) None		
(d) Tool shed		250
(e) 1 Electric pump 220 V 3 phase		750
1 air compressor		3,500
1 jack hammer		350
200 feet 2" pipe		120
200 feet 1" pipe		60
Drill steel and bits		500

(f) None

(g) See answer to question 9.

(h) Misc hand tools		200
(i) Electricity	15	180
dynamite and caps	45	540
gas and oil	10	120
		$10,690
20 days of dozer work at 12 per hour		1,920
		$12,610

24. It is expected to take a total of twelve weeks after the dozer operation is complete. If overburden is light, it will not take 20 days to remove it.

CERTIFICATE OF INCORPORATION

of

Cook Mining Co., Inc.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a corporation under the laws of the State of North Carolina, and do hereby certify:

FIRST: That the name of the said corporation is:

Cook Mining Co., Inc.

SECOND: That the purposes for which said corporation is formed are:

(a) To initially engage in the primary business of exploring, prospecting, developing, mining and milling mica and minerals of every character and description.

(b) To purchase or otherwise acquire, to own, hold, lease, sell or otherwise dispose of, deal in and improve real estate, and to mortgage, convey in trust or otherwise encumber the same and to erect, manage, care for, maintain, extend and alter buildings thereon and other improvements.

(c) To purchase or otherwise acquire, to own, hold, lease, sell or otherwise dispose of, deal in and improve real estate, and to mortgage, convey in trust or otherwise encumber or hypothecate the same.

(d) To enter into partnerships or into any arrangement for sharing profits, union of interest, corporation, joint adventure, reciprocal concession, or otherwise, with any person, partnership, firm or corporation, in any business or transaction in which this corporation is authorized to carry on or engage in so as to directly or indirectly benefit this corporation.

(e) To take, acquire by purchase, exchange or otherwise, and to own, hold, deal in, sell or otherwise dispose of, mortgage, hypothecate or otherwise encumber, letters patent and inventions and shares of stock or bonds, and while the owner of said shares to vote the same.

(f) To borrow money and to execute and deliver its secured promissory note or notes or other evidences of indebtedness therefor.

(g) To issue bonds, notes, debentures, certificates, script or other corporate obligations or evidences of debt, and to secure the payment therefor by mortgage, pledge or deed of trust of or upon the whole or any portion of the corporate property, funds, credits and franchises and to sell, pledge or otherwise use or dispose of the same.

(h) To exercise in respect to all such bonds, notes, mortgages, shares of capital stock and other securities and other obligations, any and all rights, powers and privileges of individual owners thereof; including the right to vote upon any shares of stock held by it to the same extent that a natural person might or could do.

(i) To carry on business in states outside of North Carolina and to purchase and hold real and personal property in said states.

(j) To engage in any all all lawful business other than those above specified which may be permitted by any law or laws of the State of North Carolina now in force or hereinafter enacted, and for which no special authorization or permit is necessary.

(k) To do and perform all things whatsoever that shall be necessary or proper for the full and complete execution of the foregoing purposes.

(l) To act as guarantor or surety on contracts, notes, bonds, mortgages, deeds of trust or other securities.

THIRD: That the principal office for the transaction of the business of this corporation is to be located in Spruce Pine, N. C. That the name and address of the agent authorized to accept service on the corporation in the State of North Carolina is C. A. Ellis, Spruce Pine, N. C.

FOURTH: That this corporation is authorized to issue only one class of shares of stock, the total number of which is 3 shares with no par value.

FIFTH: That the number of directors of said corporation shall be three (3) who must be shareholders and the names and addresses of the persons who are appointed to act as the first directors and to hold office until the selection and qualification of their successors are as follows:

E. A. Ellis, President	Spruce Pine, N. C.
Frank E. Ellis, Vice Pres.	Spruce Pine, N. C.
Fletcher Phillips, Secty-Treas.	Spruce Pine, N. C.

SIXTH: That the duration of this corporation shall be 100 years; original capital to commence business to be $30.00.

SEVENTH: That the following shares of stock have been subscribed by the incorporators:

E. A. Ellis	Spruce Pine, N. C.	(1) share
Frank E. Ellis	Spruce Pine, N. C.	(1) share
Fletcher Phillips	Spruce Pine, N. C.	(1) share

EIGHTH: That the number of persons named above shall constitute the number of directors in the corporation until changed by amendment to the by-laws.

NINTH: Said corporation shall not have the power to levy assessments upon the shares or shareholders thereof.

TENTH: The shareholders of said corporation shall have preemptive rights to subscribe to any and all issues of shares of securities.

IN WITNESS WHEREOF, The persons named herein as directors have hereunto set their hands this day of

/s/ E. A. Ellis

/s/ Frank E. Ellis

/s/ Fletcher Phillips

STATE OF NORTH CAROLINA)
) ss.
MITCHELL COUNTY)

On this 11 day of July 1951 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared
E. A. Ellis
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

/s/ Tess Burleson
Notary Public of said County and State
My Commission expires: Jan. 17, 1952

STATE OF NORTH CAROLINA)
) ss.
MITCHELL COUNTY)

On this 11 day of July 1951 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared
Frank E. Ellis
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

/s/ Tess Burleson
Notary Public of said County and State
My Commission expires; Jan. 17, 1952

STATE OF NORTH CAROLINA)
) ss.
MITCHELL COUNTY)

On this 11 day of July 1951 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared
Fletcher Phillips
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

/s/ Tess Burleson
Notary Public of said County and State
My Commission expires: Jan. 17, 1952

EDWARD A. ELLIS

Edward A. Ellis was born at Mitchell County, North Carolina, October 8, 1884, and has lived most of his life in the Spruce Pine area except for a few years when he lived in Birmingham, Alabama.

Mr. Ed Ellis finished the seventh grade at the Bandana Grammer School, and was unable to further his formal education due to his father's death when he was 14 years old.

From 1898 to 1904 he farmed his widowed mother's farm, and in 1904 to 1909 he worked as a laborer on the construction detail for the Clinchfield Railroad. In 1909 he was made foreman of a construction crew in which capacity he worked until 1915.

In 1915 he was appointed mining manager for the Clinchfield Products Company which was a subsidiary of the Clinchfield Railroad. His mining experience was gained in the following mines -- Pressnell, Yancey County; Bowdich, Yancey County; Hickey, Mitchell County; Old Dake, Mitchell County; Hawkins, Mitchell County. He left his employment in 1926 to start the Mayland Motor Company.

He has operated the Mayland Motor Company which holds the Pontiac automobile, International truck, International Harvester Farm Equipment dealerships. In 1940 this business was incorporated and Mr. Ed Ellis was elected president and general manager which job he has held to date.

His mine interests and experience is as follows:

1941 - 1946	Cook Mine operated by Mr. Ed. Ellis as an individual, on the property of the Cook heirs in Mitchell County.
1942 - 1945	One of three partners in the partnership of E. A. Ellis, Frank E. Ellis and B. G. Thomas, Charles Robinson Mine on the property of E. A. Ellis and Frank E. Ellis.
1942 - 1943	E. A. Ellis and Frank E. Ellis, Little Hawk Mine owned by Ashville Mica Company located approximately 15 miles northeast of Spruce Pine.
1942 - 1945	One of three partners in the partnership of E. A. Ellis, Frank E. Ellis and B. G. Thomas in the operation of "No. 12" Mine on the property of the Bailey heirs, Mitchell County, approximately 5 miles west of Spruce Pine.

* * * * * *

References:

G. G. Fortner
Spruce Pine, North Carolina
W. G. Pippin, Real Estate Broker
Spruce Pine, North Carolina
Dr. C. A. Peterson, Physician
Spruce Pine, North Carolina

FRANK E. ELLIS

Frank E. Ellis was born in Birmingham, Alabama, June 19, 1908, but before he entered grammer school his parents moved to Spruce Pine, N. C. He finished grammer school at Spruce Pine, and was later graduated from Harris High School, Spruce Pine, in 1926.

In 1926, Mr. Ellis commenced work for his father, Ed Ellis, who was operating as the Mayland Motor Company. Mr. Frank was an automobile mechanic and salesman for his father, in which capacity he work until 1940.

In 1940 Frank's father incorporated the Mayland Motor Company at which time Mr. Frank Ellis purchased stock and was elected secty-treas. for the Corporation, in which capacity he has served since that date.

In addition to his business interests in the Mayland Motor Company, Mr. Ellis' mining experience is as follows:

1942 - 1945	One of three partners in the partnership of E. A. Ellis, Frank E. Ellis and B. G. Thomas, Charles Robinson Mine on the property of E. A. Ellis and Frank E. Ellis.
1942 - 1943	E. A. Ellis and Frank E. Ellis, Little Hawk Mine owned by Ashville Mica Company located approximately 15 miles northeast of Spruce Pine.
1942 - 1945	One of three partners in the partnership of E. A. Ellis, Frank E. Ellis and B. G. Thomas in the operation of "No. 12" Mine on the property of the Bailey heirs, Mitchell County, approximately 5 miles west of Spruce Pine.

* * * * * *

References:

Bill Lee, Cashier,
Northwestern Bank, Spruce Pine, N. C.
F. H. Robbins, President
Robbins Knitting Co., Spruce Pine, N. C.
Carroll Rogers, General Manager,
Feldspar Flotation Co., Spruce Pine, N. C.

FLETCHER O. PHILLIPS

Fletcher O. Phillips is 46 years old, a native of the Spruce Pine area, and has lived in that mining district most of his life.

He has 26 years of mining experience, and at present is mining mica and feldspar on a commercially profitable basis in the Dogwood Flat near Yellow Mountain in the Spruce Pine area. This mine is presently producing one thousand pounds of mica of punch or better quality per week and approximately seventy-five tons of feldspar.

During World War II, Mr. Phillips was one of three partners in the mica fabricating plant of "Carpenter and Phillips Mica Company" which employed from 90 to 180 persons. One of his duties was to purchase mica for fabricating. That experience has thoroughly schooled Mr. Phillips in appraising and grading blocks and sheets of mica.

His two years mining education at North Carolina State College is one of his greatest assets in that it helps him to evaluate out croppings and to follow "leads" once mining operations have commenced.

His past employment record is as follows:

Bennidict Coal Co.	St. Charles, Va.	1927 - 1928
Mining School	State College, N. C.	1928 - 1930
Bennidict Coal Co.	St. Charles, Va.	1930 - 1932
Hoot Owl Mine	Spruce Pine, N. C.	1934 - 1936
Mining for self	Spruce Pine, N. C.	1936 - 1941
Carpenter & Phillips Mica Co. (partner)	Spruce Pine, N. C.	1941 - 1945

* * * * * *

References:

Mr. Ernest Poteat, Cashier,
Northwestern Bank, Bakersville, N. C.
Mr. Roy Welds, Manager,
Harris Clay Co., Spruce Pine, N. C.
Mr. J. P. McKinney, Mine Manager,
United Feldspar & Minerals, Spruce Pine, N. C.

MINING LEASE

State of North Carolina Mitchell County:

This indenture made this 11 day of July, 1951

between Mayland Motor Co.

of _____ County and State of North Carolina, as party of the first part, and known as lessor___, and Cook Mining Co.

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

WITNESSETH, That the part____ of the first part in consideration of One Dollar in hand received and hereby acknowledged by the lessor___, 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 on a poplar tree at the Branch, Marion Cooks corner and runs N 63° W with old line 26 poles to a Red Oak in Bailey's line: thence N 28° W 100 poles to a Black gum, thence S 63° E with the old line 128 poles to a stake in old line: thence S 1½° W 51 poles to a small Black Oak, Marion Cook's corner: thence N 63° W with said Cook line 76 poles to a Black Pine and Locus thence N 76° W 18 poles and 17 links to a Poplar at the head of a branch; thence down the branch and with its meander 40 poles to a Spruce Pine at the mouth of said branch: thence up the large branch and with its meander 31½ poles to the Beginning containing 56 acres, more or less: being the Sarah Cook land from Hattie Wiseman recorded Registrar of Deeds of Mitchell County Book 76 page 441.

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 conditions 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 operations 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 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 one eighth (1/8) on all mica and 50¢ per ton (2240 lbs) 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 part___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 eastate described and set forth in this lease for a total purchase price of $ No Option , 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 that 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:

/s/ F. O. Phillips

/s/ Mayland Motor Co. (Seal)

/s/ E. A. Ellis (Seal)

/s/ F. E. Ellis, Secty-Treas. (Seal)

NORTH CAROLINA, Mitchell COUNTY:

The execution of the foregoing instrument was this day acknowledged before me by E. A. Ellis and Frank E. Ellis the grantor___ for the purposes therein expressed. Let the same, with this certificate, be registered. This 11 day of July, 1951.

/s/ Tess Burleson
Notary Public
My Commission Expires: 1-17-52

******

NORTH CAROLINA, _____ COUNTY:

I, _____, do certify that _____ and _____, his wife personally appeared before me this day, and acknowledged the execution of the annexed mining lease and the said _____ being by me privately examined separate and apart from her said husband, touching her voluntary execution of the same; doth state that she signed the same free and voluntarily, without fear or compulsion of her said husband, or of any other person, and that she doth still voluntarily assent thereto. This _____ day of _____, 1951.

_____

_____

******

NORTH CAROLINA, _____ COUNTY:

The foregoing certificate of _____ of _____ County is adjudged to be correct and sufficient. Let the instrument, with the certificate be registered.

Witness my hand and official seal, this _____ day of _____, 1951.

_____
Clerk Superior Court

HIGHWAY MAP SHOWING CONDITION OF ROADS

and location of mine site relative to Spruce Pine and other towns in its vicinity, distance from railroads, etc is attached to the original application at Exhibit F.

Cook Mining Company, Inc.
c/o E. A. Ellis
Spruce Pine, N. Carolina

Re: DMA-1917X-Mica
Cook Mine

Gentlemen:

Your application is being referred to Mr. Robert A. Laurence, Executive Officer, DMA Field Team, Region VII, Room 13, Post Office Building, Knoxville, Tennessee, for further information.

Sincerely yours,

Tom Lyon, Director
Supply Division

RWASKEY:mp
8/15/51
cc: Field Team, Region VII (2)
210
Mr. Lyon
Mr. Barr
DMA Files

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

370

Mr. Robert A. Lawrence, Executive Officer
DMA Field Team, Region VII
Room 13, Post Office Bldg.
Knoxville, Tenn.

Dear Bob:

We attach "Review of Application for Exploration Assistance" on:

Applicant Cook Mining Co., Inc. c/o E. A. Ellis

Docket No. DMA-1917X

Commodity Mica

Amount $ 12,610

Please expedite the consideration of this application with particular reference to the points raised in the attached "Review".

Very truly yours,

Tom Lyon, Chairman
Coordinating Committee

8/15/51

For Bureau of Mines

For Geological Survey

OFFICIAL FILE COPY

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

	Init.	Date
270	A.E.C.	10-1
210		

September 28, 1951

Memorandum

To: Tom Lyon, Chairman, Coordinating Committee, DMA

From: Executive Officer, DMA - Region VII

Subject: DMA-1917X, Cook Mining Company

Transmitted herewith are four copies of the field examination report on the subject case.

Please note that the recommendations are dependent upon the acceptability of green mica as strategic grade. If the Industrial Minerals Branch does not accept green mica as strategic this application should be denied. The Field Team concurs in their recommendations.

We return herewith the original application and review, and enclose also six additional copies of a map showing proposed work.

Robert A. Laurence
Robert A. Laurence
U. S. Geological Survey

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 1 1951

MR. JAMES A. BARR, SR., CHIEF INDUSTRIAL MINERALS BRANCH

INTER OFFICE MEMO FORM NO. 1

THIS FORM MUST REMAIN IN THIS FILE JACKET AT ALL TIMES

DMA-
TA-

CHARGED TO		DATE	RET'D	SENDER'S INITIALS	REMARKS
ARUNDALE					
BANNERMAN					
BARR					
BOYD, ADMIN.					
BACON					
BOWLES, DR.					
BOURNET					
BRYSON					
CADEM					
CHANDLER					
CRIM					
FIELD TEAM					
GUNNSALLUS					
JOSEPHSON					
KEMP					
LYON					
MCGANN					
FLURY					
MITTENDORF					
MARSH					
MOON					
MOSIER					
NORTON					
PARSONS					
STROBEL					
VAN ALSTYNE					
WASKEY	x	8-8-51		sgl	
WEBER					

NAME OF APPLICANT: Cook Mining Company
BUSINESS ADDRESS: c/o E. A. Ellis, Spruce Pine, North Carolina
PLANT SITE: 1½ miles northwest of Spruce Pine, North Carolina
TYPE OF LOAN: Exploration
TA:
DMA 1917-X
AMOUNT: $ 90%
COMMODITY & Mica
QUANTITY OR
PURPOSE:

FINAL ACTION:

UNITED STATES
DEPARTMENT OF THE INTERIOR
OSCAR L. CHAPMAN, SECRETARY

DEFENSE MINERALS ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

DMA-1917X, Cook (Rube Sparks) Mine
Cook Mining Company, Mitchell County
North Carolina

By

Kefton H. Teague, Geologist
U. S. Geological Survey
and
A. L. Peyton, Engineer
U. S. Bureau of Mines

September 6, 1951

Report of Field Examination on

DMA-1917K, Cook (Rube Sparks) Mine
Cook Mining Company, Spruce Pine, Mitchell County,
North Carolina

This mine is located 1 1/2 miles northwest of Spruce Pine, along the south side of North Toe River, and about 0.6 mile southwest of Mimpro, Mitchell County, North Carolina.

The Cook or Rube Sparks mine has been developed by an open cut, several crosscutting adits, and one vertical shaft. The pegmatite has been mined along the strike for approximately 200-feet and considerable stoping has been done above the 100-foot level. In the vicinity of the vertical shaft (see map, south end of mine) mining has been conducted to a depth of approximately 140-feet. Apparently when the mine was abandoned (early in 1945-see attached report) production was from this 140-foot level. The shaft is vertical for a depth of 100-feet, and below this depth is inclined, thus provides a cumbersome hoisting problem.

An examination of the manuscript mine map (prepared in June and September 1943 and February 1945- Knoxville files) indicates that the pegmatite is poorly zoned; however, the attached Colonial Mica Corp., report states that the mica was obtained from the border of quartz lenses. The mine is now inaccessible, and is flooded below the 100-foot level, thus the Field Team has not had an opportunity to examine the pegmatite in place.

At this place the pegmatite trends about north-south, dipping steeply eastward. It is enclosed in a coarse granite (alaskite) which contains occasional bands of mica schist and gneiss. Weathering has progressed to a depth of approximately 50-feet; however, dump material which apparently came from near the bottom of the mine is entirely fresh.

Mica found about the old dump is relatively flat, clear, and splits well. It is green in color. According to the attached report by Carr, most of the mica obtained was large flat "A". Specimens reported on page 89, G.S. Professional Paper 225, 1950, indicate that dielectric properties of mica from this mine are satisfactory.

In addition to the production of sheet mica from the deposit, considerable potash feldspar is reported as a by-product. Also several hundred pounds of columbite are reported to have been produced during the last operation.

Two types of exploration are indicated in the application- trenching or stripping and shaftsinking. The Field Team sees no advantage to be

gained from the stripping, since the area under consideration appears to have been mostly stoped.

In regard to the proposed new shaft as indicated in the application, no such shaft is needed. To best explore the downdip extension of the pegmatite, it is believed that the existing vertical shaft can be rehabilitated and deepened. To secure best results it is believed that the shaft should be entirely vertical, thus requiring straightening and sinking an additional 80-feet. An eastward trending crosscut from the shaft should intersect the mica bearing zone within 30-feet. Drifts should then be run along the mica zone.

Even with this general recommendation the Field Team does not feel that they have sufficient data on the deposit, nor upon the required specification of mica to make a firm recommendation for this deposit. All of the mica from the deposit appears to be green-colored. Also as indicated in the attached report, recovery of strategic mica was low, although apparently enough mica, feldspar, and columbite were recovered during World War II to make it a profitable operation.

If green mica is to be considered strategic, then the following recommendations are made; however, if it will be considered non-strategic, the loan request should be refused.

Recommendations:

Straighten and deepen vertical shaft for 80-feet, thus making shaft 170-feet deep.

Crosscut eastward to mica-bearing zone-approximately 30-ft.

Drift on vein for approximately 25-ft.

Estimated Costs:

Equipment (Rental)

1 - Compressor @ $175/mo. for 2 mo.	$350
1 - Pump @ $60/mo. for 2 mo.	120
1 - Jackhammer drill @ $60/ mo. 2 mo.	120
1 - Hoist @ $75/mo. for 2 mo.	150
Sub-Total	$740.

Supplies :

Drill steel and bits	$200
400-ft. of 2" pipe (air & water line) @ 50¢-ft	200
Timber	200
Miscellaneous hand tools	100
Gas, oil, and Electricity(readily available)	150
Dynamite, caps, etc.	200.
Sub-total	$1050

Labor:

1 - Miner @ $1.50/hr for 40 shifts	$480
2 - Muckers @ $1/hr. " 40 "	640
1 - Hoist operator @ $1.25/hr. 40 shifts	400
1 - Timberman(working foreman)@ $2/hr for 40 shifts	640
Payroll taxes, insurance, etc.	215
Sub-total	$2375

Buildings

1 - 10 x 10 foot tool shed	$250
Total estimated cost -	$4115

Estimated time required - 40 shifts

Copy of Colonial Mica Corp., Report on Cook or Rube Sparks Mine - Obtained from U. S. B. M. Norris, Tennessee (9-24-41)

RUBE SPARKS MINE

Location: 1½ mi. W of Spruce Pine on property of Sarah M. Cook

Operator: E. A. Ellis

Period of operation: 6/4/43 to 12/31/44

Advance: $1,000.00

Projected work: Sink new shaft to approx. 75' to pick up vein beyond old works.

Funds expended: $1,000.00 Operator's funds expended $8,000.00 (Est.)

WALL ROCKS

Formation: N 10°E Strike: NW Dip: NE

F Fresh x

PEGMATITE:

Strike N 10°W Dip: N 80°E Width: 40-50 ft. Length: 200' plus

Character of mineralization:

Hard pegmatite consisting of potash and a little soda feldspar with large quartz vein in center.

Mica concentration:

Location and dimensions: Mica near quartz in center of vein.

Degree of concentration: Fairly rich in pockets

Color: Green Size: Up to 6" x 8" Structure: A, some large, some hair cracked, recovery of strategic mica low.

Present operator:

Competency of operator:	Good
Efficiency of operator:	O.K.
Water conditions:	Moderate, no timbering done
Reason for closing:	Mica not ruby
Present conditions of workings:	O.K. , except water
Future possibilities:	Fair for feldspar and green mica

Former operators:

Mine has been worked from time to time for past 40 years. Last worked by Herb Young and Lloyd Stewart, Jesse McKinney also worked in this mine for Tennessee Mineral Co., several years ago.

REMARKS:

This operator was granted an advance of $1000. With these funds the operator sank shaft A down 95' and contacted the old workings. No cribbing was done. The operator, with his own funds, worked out the area shown in blue on the sketch. The area B was 20 feet broad and the area at C was 12 feet broad. This pegmatite is a very broad one, being 40 to 50 feet broad and the mica adjoins a large quartz vein in the center of the pegmatite. A lot of feldspar was mined and a considerable amount of mica. The mica was large green "A" and the recovery from it of strategic mica was low. This mine was operated in the past as a feldspar mine and would not pay to operate fir mica only. Some Columbite also occurs in the pegmatite and a few hundred pounds of it were sold by the operator.

(Signed) Kenneth Carr
3-15-45

No Map.

6/5/51

Defense Minerals Administration

Review of Application for Exploration Assistance

Docket No. 1917X

Commodity Mica

Total Amount $12,010

Govt. Participation 90%

1. Name and Address of Applicant Cook Mining Co., Inc. c/o E.A. Ellis, Spruce Pine, N.C.

2. Location of Property 1½ Miles NW of Spruce Pine

3. Mineral or metal Mica Is it listed in Section 9 of MO-5? YES

If not, application will be rejected.

4. Geologic probability of discovery—based on data in application (question #16, 17, 18, 20 and 22)*

Mines or Survey reports, etc., do you rate chances:

a) Good

b) Poor

c) None

d) Don't know—needs field examination X

e) Is there an alternative and favorable project? (If so, attach an explanation)

5. Is the applicant's right to the property clearly stated? Yes, Lessee (question 5, 6, 7)*

6. If applicant is a lessee, is a copy of the lease attached? Yes

Does the lease have sufficient time to run to cover a future productive period? Yes

*question numbers are those of MF-103

7. Are subordination agreements necessary? Yes & furnished with application

a) MF-201? _____

b) MF-202 _____

8. From the data presented, does the proposed project appear feasible from the point of view of:

a) Available manpower Yes

b) Equipment and supplies Yes
(Question 14 plus general knowledge of availability)*

c) Accessibility (question 12)* Yes

d) Water (question 13)* Yes

e) Power (question 13)* Yes

Is a field check needed on any of these points? Yes

9. Does the experience of the applicant appear to be adequate to assure that he can properly conduct the proposed project? (question 4)* Yes

Is a field check needed on this point? Yes

10. Exhibit A. (questions 21 and 22)*

a) Is the project adequately described? No-Incl estimate of shaft depth

If not, are there sufficient data given so that you can describe the project? _____ If so, attach a draft.

b) Is there an adequate map or sketch of the proposed work? No

c) Is the proposed work "exploration" under the definition of Section 8, MO-5? Yes - Provided Exact Target

If not, what part of it is? appears part of building and appears with applicant on shaft work to be done.

Is this part a worthwhile exploration project? _____

d) Are the cost estimates detailed? Not on footage basis

Can they be summarized, as on page 2 of Procedural Instruction 5-A, from the available data? NO If so, attach a draft.

e) Are the cost estimates reasonable? Rates seem OK

f) Should more information be requested from applicant? By Field Team

g) Is a field examination necessary to complete Exhibit A? Yes

11. Exhibit B (question 23-d)*

a) Is it applicable? Yes

b) If so, are sufficient data furnished? NO If so, attach a draft.

c) Is a field check needed? Approximate size of shed

12. Exhibit C (question 23-e, f and g)*

a) Is it applicable? Yes

b) Sufficient data? NO If so, attach a draft.

c) Are rents and charges reasonable? Seem so

d) Is a field check needed? Check need for items listed

13. Exhibit D (question 23-a, b)* Check DOZER RATE

a) Are there sufficient data? Yes

b) Is the schedule adequate for the work proposed? Yes

c) Is the schedule excessive for the work proposed? NO

d) Are the proposed wages and salaries reasonable? Yes

e) Is a field check needed? Check need for supervisor - Would working foreman be sufficient?

14. Exhibit E (question 23-c)*

a) Is it applicable? Not Applicable

b) Sufficient data?

c) Reasonable?

d) Field check needed? NO

15. In your judgment, can the proposed work be done in the proposed time? YES

(All exploration must be completed within two years)

16. If field examination is not needed, attach your recommendation.

17. If field examination is needed, do you have any special instructions for the field team not indicated by your answers to the foregoing question? ~~All necessary geologic data should be acquired.~~ Check quality of Mica - If geology & mica quality favorable recommend exact work to be done and - in agreement with applicant - prepare schedule of requirements and costs for contract purposes - Supply sketch map of proposed work

Reviewed by: [illegible]

[illegible]

Date 8/5

97692

1917-N

STATE OF NORTH CAROLINA
Department of State

To all to whom these presents shall come, Greeting:

I, Thad Eure, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached (SIX (6) sheets) to be a true copy of

CERTIFICATE OF INCORPORATION OF COOK MINING CO., INC.

the original of which is now on file and a matter of record in this office.

In Witness Whereof, I have hereunto set my hand and affixed my official seal.

Done in Office, at Raleigh, this 8th day of August in the year of our Lord 19 51.

Thad Eure
Secretary of State

STATE OF

NORTH CAROLINA

CERTIFIED COPY OF

CERTIFICATE OF INCORPORATION

OF

COOK MINING CO., INC.

Office of the

Secretary of State

65687

CERTIFICATE OF INCORPORATION
OF
COOK MINING CO., INC.

* * * * * * * * *

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a corporation under the laws of the State of North Carolina, and do hereby certify:

First: That the name of the said corporation is: Cook Mining Co., Inc.

Second: That the purpose for which said corporation is formed are:

(a) To initially engage in the primary business of exploring, prospecting, developing, mining and milling mica and minerals of every character and description.

(b) To purchase or otherwise acquire, to own, hold, lease, sell or otherwise dispose of, deal in and improve real estate, and to mortgage, convey in trust or otherwise encumber the same and to erect, manage, care for, maintain, extend and alter buildings thereon and other improvements.

(c) To purchase or otherwise acquire, to own, hold, lease, sell or otherwise dispose of, deal in and improve real estate, and to mortgage, convey in trust or otherwise encumber or hypothecate the same.

(d) To enter into partnerships or into any arrangement for sharing profits, union of interest, corporation, joint adventure, reciprocal concession, or otherwise, with

any person, partnership, firm or corporation, in any business or transaction in which this corporation is authorized to carry on or engage in so as to directly or indirectly benefit this corporation.

(e) To take, acquire by purchase, exchange or otherwise, and to own, hold, deal in, sell or otherwise dispose of, mortgage, hypothecate or otherwise encumber, letters patent and inventions and shares of stock or bonds, and while the owner of said shares to vote the same.

(f) To borrow money and to execute and deliver its secured promissory note or notes or other evidences of indebtedness therefor.

(g) To issue bonds, notes, debentures, certificates, script or other corporate obligations or evidences of debt, and to secure the payment therefor by mortgage, pledge or deed of trust of or upon the whole or any portion of the corporate property, funds, credits and franchises and to sell, pledge or otherwise use or dispose of the same.

(h) To exercise in respect to all such bonds, notes, mortgages, shares of capital stock and other securities and other obligations, any and all rights, powers and privileges of individual owners thereof; including the right to vote upon any shares of stock held by it to the same extent that a natural person might or could do.

(i) To carry on business in states outside of North Carolina and to purchase and hold real and personal property in said states.

(j) To engage in any and all lawful business other than those above specified which may be permitted by any law or laws of the State of North Carolina now in force or hereinafter enacted, and for which no special authorization or permit is necessary.

(k) To do and perform all things whatsoever that shall be necessary or proper for the full and complete execution of the foregoing purposes.

(l) To act as guarantor or surety on contracts, notes, bonds, mortgages, deeds of trust or other securities.

Third: That the principal office for the transaction of the business of this corporation is to be located in Spruce Pine, Mitchell County, North Carolina. That the name and address of the agent authorized to accept service on the corporation in the State of North Carolina is E. A. Ellis, Spruce Pine, N. C.

Fourth: That this corporation is authorized to issue only one class of shares of stock, the total number of which is 3 shares with no par value.

Fifth: That the number of directors of said corporation shall be three (3) who must be shareholders and the names and addresses of the persons who are appointed to act as the first directors and to hold office until the selection and qualification of their successors are as follows:

E. A. Ellis, President	Spruce Pine, North Carolina
Frank E. Ellis, Vice. Pres.	Spruce Pine, N. C.
Fletcher Phillips, Secty-Treas.	Spruce Pine, N. C.

Sixth: That the duration of this corporation shall be 100 years; original capital to commence business to be $30.00.

Seventh: That the following shares of stock have been subscribed by the incorporators:

E. A. Ellis	Spruce Pine, N. C.	(1) share
Frank E. Ellis	Spruce Pine, N. C.	(1) share
Fletcher Phillips	Spruce Pine, N. C.	(1) share

Eighth: That the number of persons named above shall constitute the number of directors in the corporation until changed by amendment to the by-laws.

Ninth: Said corporation shall not have the power to levy assessments upon the shares or shareholders thereof.

Tenth: The shareholders of said corporation shall have preemptive rights to subscribe to any and all issues of shares of securities.

In Witness Whereof, the persons named herein as directors have hereunto set their hands this ___day of July, 1951.

E. A. Ellis

Frank E. Ellis

Fletcher Phillips

STATE OF NORTH CAROLINA)
) SS
MITCHELL COUNTY)

On this 11 day of July, 1951, before me, the undersigned notary public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared E. A. Ellis known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

Tess Burleson
Notary Public of said County and State

(NOTARIAL SEAL)

My commission expires:

Jan. 17, 1952

STATE OF NORTH CAROLINA)
) SS
MITCHELL COUNTY)

On this 11 day of July, 1951 before me the undersigned notary public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared Frank E. Ellis known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

Tess Burleson
Notary Public of said County and State

(NOTARIAL SEAL)

My commission expires:

Jan. 17, 1952

STATE OF NORTH CAROLINA)
) SS
MITCHELL COUNTY)

On this 11 day of July, 1951, before me, the undersigned notary public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared Fletcher Phillips known to me to be the person whose name is subscribed to the within instrument, and acknowledged

to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

Tess Burleson
Notary Public of said County & State

(NOTARIAL SEAL)

My commission expires:

Jan. 17, 1952

FILED AUG 8 1951

THAD EURE

SECRETARY OF STATE

6/5/51

Defense Minerals Administration

Review of Application for Exploration Assistance

Docket No. 1917X

Commodity Mica

Total Amount 12,610

Govt. Participation 90%

1. Name and Address of Applicant Cook Mining Co., Inc.
c/o E. A. Ellis, Spruce Pine, N.C.

2. Location of Property 1½ Miles NW of Spruce Pine

3. Mineral or metal Mica Is it listed in Section 9 of MO-5? YES

If not, application will be rejected.

4. Geologic probability of discovery—based on data in application (question #16, 17, 18, 20 and 22)*

Mines or Survey reports, etc., do you rate chances:

a) Good

b) Poor

c) None

d) Don't know—needs field examination X

e) Is there an alternative and favorable project?
(If so, attach an explanation)

5. Is the applicant's right to the property clearly stated? Yes, Lessee
(question 5, 6, 7)*

6. If applicant is a lessee, is a copy of the lease attached? Yes

Does the lease have sufficient time to run to cover a future productive period? Yes

*question numbers are those of MF-103

7. Are subordination agreements necessary? Yes & Furnished with Application

a) MF-201? _____

b) MF-202 _____

8. From the data presented, does the proposed project appear feasible from the point of view of:

a) Available manpower Yes

b) Equipment and supplies Yes
(Question 14 plus general knowledge of availability)*

c) Accessibility (question 12)* Yes

d) Water (question 13)* Yes

e) Power (question 13)* Yes

Is a field check needed on any of these points? Yes

9. Does the experience of the applicant appear to be adequate to assure that he can properly conduct the proposed project? (question 4)* Yes

Is a field check needed on this point? Yes

10. Exhibit A. (questions 21 and 22)*

a) Is the project adequately described? ~~No~~ 150 - lack estimate of shaft depth

If not, are there sufficient data given so that you can describe the project? _____ If so, attach a draft.

b) Is there an adequate map or sketch of the proposed work? No

c) Is the proposed work "exploration" under the definition of Section 8, MO-5? Yes - Provided Field Team approves extent of bulldozing and agrees with applicant on what work to be done.

If not, what part of it is? _____

Is this part a worthwhile exploration project?_____

d) Are the cost estimates detailed? Not on footage basis

Can they be summarized, as on page 2 of Procedural Instruction 5-A, from the available data? NO If so, attach a draft.

e) Are the cost estimates reasonable? Rates seem OK

f) Should more information be requested from applicant? By Field Team

g) Is a field examination necessary to complete Exhibit A? Yes

11. Exhibit B (question 23-d)*

a) Is it applicable? Yes

b) If so, are sufficient data furnished? NO If so, attach a draft.

c) Is a field check needed? Approximate size of shed 12 X 12

12. Exhibit C (question 23-e, f and g)*

a) Is it applicable? Yes

b) Sufficient data? NO If so, attach a draft.

c) Are rents and charges reasonable? Seem so

d) Is a field check needed? Check need for items listed

13. Exhibit D (question 23-a, b)* Check DOZER RATE

a) Are there sufficient data? Yes

b) Is the schedule adequate for the work proposed? Yes

c) Is the schedule excessive for the work proposed? NO

d) Are the proposed wages and salaries reasonable? Yes

e) Is a field check needed? Check need for supervisor - Would working Foreman be sufficient?

14. Exhibit E (question 23-c)*

a) Is it applicable? Not Applicable

b) Sufficient data?

c) Reasonable?

d) Field check needed? NO

15. In your judgment, can the proposed work be done in the proposed time? Yes

(All exploration must be completed within two years)

16. If field examination is not needed, attach your recommendation.

17. If field examination is needed, do you have any special instructions for the field team not indicated by your answers to the foregoing question? **All necessary geologic data should be acquired.** Check quality of Mica - If geology & mica quality favorable recommend exact work to be done and - in agreement with applicant - prepare schedule of requirements and costs for contract purposes - Supply sketch map of proposed work

Reviewed by: A J Mitton 8/14/81

R W Worley

Date 8/15

97692

IN REPLY REFER TO:

G-MD-JJN

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

Memorandum

To: Robert Waskey, Defense Minerals Administration

From: J. J. Norton, Mineral Deposits Branch

Subject: Application DMA-1917X from the Cook Mining Company, Inc., for mica exploration in Mitchell County, North Carolina

The Geological Survey files contain no data on the Cook prospect, for which the Cook Mining Company has submitted Application DMA-1917X to do $12,610 worth of exploration for mica.

This application should be referred to the field team with a request that all necessary geologic data will be acquired.

J. J. Norton

J. J. Norton

COOK MINING COMPANY, INC.

Spruce Pine, North Carolina

WASHINGTON COUNSEL

C. B. Collins
1025 Vermont Avenue, N. W.
Washington 5, D. C.

NAtional 7808

Form MF-103
(April 1951)

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.
Approval expires 6-30-51.

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950

DO NOT FILL IN THIS BLOCK

Docket No. Dma-1917

Date received 8/3/51

Participation

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 1 1951

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 3 1951

Cook Mining Co., Inc.
c/o E. A. Ellis
Spruce Pine, North Carolina

Name and address of applicant

Date

FILL IN THIS BLOCK

Date of application August 1, 1951

Estimated cost

Mineral or metal Mica

Percentage of Government participation 90%

Location of mine 1½ miles northwest of Spruce Pine, N. C.

Date of filing MF-100 Not filed

DMA Docket Number, if available

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four signed copies of the application to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive officer thereof, with your name and address on each sheet of the application and all accompanying papers. If any question is inapplicable, or if you cannot answer it, so state on the form. Where the space provided for answer is insufficient, answer on a separate sheet, annex it to the application form, and refer to it in space for answer. If the application is approved, you will be presented with an exploration project contract on Form MF-200, for your signature.

THE APPLICANT

*1. Is applicant an individual, partnership, or corporation?
*2. If a partnership, state names and addresses of partners.
*3. If a corporation, state names and addresses of officers, directors, and five largest stockholders.
*4. Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who will manage the project.
*5. Are you the owner or the lessee of the property?
6. If owner, state what claims, liens, or encumbrances, if any, are against the property.
7. If lessee, attach a copy of the lease and state if it is in good standing.

NOTE.—It will be necessary to procure and attach to the exploration project contract agreements of claimants, lienors, encumbrances and lessors subordinating their interests in the property to the interest of the Government under the contract.

8. Furnish current financial statement, showing assets and liabilities, and a profit and loss statement.
9. How much money is applicant prepared to invest in proposed project? Is it sufficient to pay your part of the cost of the project as detailed in question 23 of this application form, in accordance with the regulations on Government participation (Section 9 of Mineral Order 5)?

*If you have already answered these questions on MF-100, you are not required to answer the questions for this application.

16—64067-1

THE PROPERTY

10. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property.
    (*b*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

    NOTE.—If both areas are the same, so state. The only obligation to repay the Government is from the net earnings from any commercial discovery made in the area specified in (*b*) above in which the exploration is to be conducted, and the expenditure of funds which may be charged as costs of the project must be limited to that area or to work necessary to perform the exploration in that area.

*11. State the present and former names of the property, if any.

*12. State, in detail, the location of the property with reference to towns, railroads, roads, shipping points, including distances and directions and kinds and conditions of roads.

*13. State source and quantity of water available for operations and its sufficiency at all seasons.
State amount of power to be used, rate per hour or other cost, and source.

*14. Describe any existing useable facilities, equipment, buildings, or structure now on the property that will be devoted to the exploration work.

15. State in detail how the ore could be shipped and how and where milled.

*16. History:
    (*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for any past suspensions of operations.
    (*b*) State briefly the known history and production of adjoining and neighboring properties.
    (*c*) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development, and metallurgical investigations.

*17. Production:
    (*a*) If mine is in production, furnish the following information:

	Tons per day	*Grade or analysis*	*Cost per ton*	*Net value per ton*
(1) Mining				
(2) Milling				
(3) Shipped or sold				

*18. Ore or mineral reserves: (If property is or has been operating.)
    (*a*) Describe the ore or mineral deposits briefly.
    (*b*) Submit available maps and assay data.
    (*c*) Give estimated tonnage and grade of each class of ore reserves.

19. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

THE EXPLORATION

20. For what mineral or minerals and for what types of deposits and ores will the exploration be conducted?

21. Describe briefly, but concisely, the proposed work and the estimated time required to complete it.

    NOTE.—The Government will not participate in a project that will require more than 2 years to complete.

22. Furnish statement of the geological basis of the project with particular emphasis on factors leading the operator to expect the finding of commercial ore bodies. This statement should be accompanied by supporting maps such as geological maps, maps of the proposed openings and assay maps, sample lists, and other pertinent data.

THE REQUIREMENTS AND COSTS

23. Tabulate in the form of an itemized statement with a sum for each item the estimated requirements and costs of the project so that the total will give the estimated cost of the project in which the Government will participate, as follows:
    (*a*) Labor, by numbers and classes (miners, muckers, millmen, etc.), with wages of each.
    (*b*) Supervisors, by numbers and positions, with salaries of each.
    (*c*) Cost of necessary repairs to existing facilities, structures, and buildings.
    (*d*) Cost of necessary installation or construction of additional facilities, structures, and buildings.
    (*e*) Cost of items of equipment, not now owned by the applicant which must be purchased for operations at a cost of $50 or more each.
    (*f*) Cost of rental for equipment which the operator proposes to rent.
    (*g*) Rental value of items of equipment which the operator now owns and which will be devoted to the work.
    (*h*) Cost of materials and supplies, including items of equipment costing less than $50 each.
    (*i*) Cost of power, water, utilities, and any other items not provided for above.

24. Furnish a time schedule of the project, stated in terms of months after project is approved, showing progress expected to be accomplished and the money expected to be spent.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and accompanying papers is correct and complete to the best of their knowledge and belief.

Cook Mining Co., Inc.
(Name of company)

By E. A. Ellis
(Signature of authorized official)

August 1, 1951
(Date)

President
(Title)

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.

*Same as footnote on page 1.

16—64067-1 U. S. GOVERNMENT PRINTING OFFICE

Form MF 103

Defense Minerals Administration

Cook Mining Company
c/o E. A. Ellis
Spruce Pine, North Carolina

Cook Mine
Mitchell County, N. C.

1. Corporation. See Exhibit A

2. Not a partnership

3. See page 3 of Exhibit A

4.

E. A. Ellis	President	See Exhibit B
Frank E. Ellis	Vice Pres.	Exhibit C
Fletcher Phillips	Secty-Treas.	Exhibit D

5. Lessee. See Exhibit E

6. Not owner

7. Lease is in good standing. See Exhibit E

8. New Corporation

9. Operator will donate rental on the items listed below or the value of the rental of them, at the option of DMA. Any additional amount needed to aggregate 10% will be supplied in cash.

1 double drum hoist	$1500
1 much truck	700
1 International pickup truck	700

10. (a) Legal description of property is set forth in lease which is attached as Exhibit E.

    (b) Exploration is to be conducted within 500 feet of abandoned mine shaft on the mine site leased.

11. Known for past several years as Cook Mine.

12. Mine is located approximately $1\frac{1}{2}$ miles northwest of Spruce Pine. Condition of roads, location of towns, railroads, etc. is indicated on State Highway map attached to original copy of this application as Exhibit F.

13. Strategic sheet mica mine. No flow operations contemplated.

14. None

15. Ore will not be milled. Mica books will be shipped by truck to Spruce Pine which is approximately 4 miles by road from mine. Hard surface road within $\frac{1}{4}$ mile from mine. Good road from hard surface to mine.

16. Sheet mica of strategic grade from the mine was sold to Colonial Mica Corporation during World War II.

17. See answer to 16.

18. Mica deposits cannot be assayed as to their sheet or strategic grade content. This mine produced large quantities of strategic mica during World War II, as can be ascertained from the records of Colonial Mica Corporation. It is estimated that mica of like amounts and quality is still in the immediate vicinity. Mining operations ceased only when the price of sheet mica fell from six dollars a pound to less than twenty cents a pound.

19. None

20. Sheet mica

21. It is proposed to begin at a point approximately 350 up the hill from the abandoned mine shaft, and at that point make a dozer cut 300 feet long to remove the overburden which is expected to be from 10 to 40 feet deep.

After the overburden has been removed, a shaft 6 x 6 feet will be sunk through the dike to a depth sufficient to contact mica bearing ore. the dike to determine Once the mica ore is contacted, the shaft will continue down through the mineralization of that ore and its percentage of sheet mica content.

The pencil drawing at Exhibit G will show the location of the abandoned shaft which is now unsafe. The president of the applicant corporation worked this mine during World War II, and it is his opinion that the new shaft will strike the ore body further up the dike making it possible to follow the pitch of the dike to the old mine face by intercepting the abandoned slanting tunnel as indicated on the drawing at Exhibit G.

22. Production possibilities are of record with the U. S. Bureau of Mines, U. S. Geological Survey, and R.F.C. files. All of these records show that mica of strategic quality has been removed from this ore body.

23.

	Per Week	12 Week Period
(a) 2 muckers at $60	$120	$ 1,440
1 hoist operator at $70	70	840
1 jack hammer operator at $70	70	840
(b) 1 supervisor at $100	100	1,200
(c) None		
(d) Tool shed		250
(e) 1 Electric pump 220 V 3 phase		750
1 air compressor		3,500
1 jack hammer		350
200 feet 2" pipe		120
200 feet 1" pipe		60
Drill steel and bits		500

(f) None

(g) See answer to question 9.

(h) Misc hand tools		200
(i) Electricity	15	180
dynamite and caps	45	540
gas and oil	10	120
		$10,690
20 days of dozer work at $12 per hour		1,920
		$12,610

24. It is expected to take a total of twelve weeks after the dozer operation is complete. If overburden is light, it will not take 20 days to remove it.

CERTIFICATE OF INCORPORATION

of

Cook Mining Co., Inc.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a corporation under the laws of the State of North Carolina, and do hereby certify:

FIRST: That the name of the said corporation is:

Cook Mining Co., Inc.

SECOND: That the purposes for which said corporation is formed are:

(a) To initially engage in the primary business of exploring, prospecting, developing, mining and milling mica and minerals of every character and description.

(b) To purchase or otherwise acquire, to own, hold, lease, sell or otherwise dispose of, deal in and improve real estate, and to mortgage, convey in trust or otherwise encumber the same and to erect, manage, care for, maintain, extend and alter buildings thereon and other improvements.

(c) To purchase or otherwise acquire, to own, hold, lease, sell or otherwise dispose of, deal in and improve real estate, and to mortgage, convey in trust or otherwise encumber or hypothecate the same.

(d) To enter into partnerships or into any arrangement for sharing profits, union of interest, corporation, joint adventure, reciprocal concession, or otherwise, with any person, partnership, firm or corporation, in any business or transaction in which this corporation is authorized to carry on or engage in so as to directly or indirectly benefit this corporation.

(e) To take, acquire by purchase, exchange or otherwise, and to own, hold, deal in, sell or otherwise dispose of, mortgage, hypothecate or otherwise encumber, letters patent and inventions and shares of stock or bonds, and while the owner of said shares to vote the same.

(f) To borrow money and to execute and deliver its secured promissory note or notes or other evidences of indebtedness therefor.

(g) To issue bonds, notes, debentures, certificates, script or other corporate obligations or evidences of debt, and to secure the payment therefor by mortgage, pledge or deed of trust of or upon the whole or any portion of the corporate property, funds, credits and franchises and to sell, pledge or otherwise use or dispose of the same.

(h) To exercise in respect to all such bonds, notes, mortgages, shares of capital stock and other securities and other obligations, any and all rights, powers and privileges of individual owners thereof; including the right to vote upon any shares of stock held by it to the same extent that a natural person might or could do.

(i) To carry on business in states outside of North Carolina and to purchase and hold real and personal property in said states.

(j) To engage in any and all lawful business other than those above specified which may be permitted by any law or laws of the State of North Carolina now in force or hereinafter enacted, and for which no special authorization or permit is necessary.

(k) To do and perform all things whatsoever that shall be necessary or proper for the full and complete execution of the foregoing purposes.

(l) To act as guarantor or surety on contracts, notes, bonds, mortgages, deeds of trust or other securities.

THIRD: That the principal office for the transaction of the business of this corporation is to be located in Spruce Pine,N.C. That the name and address of the agent authorized to accept service on the corporation in the State of North Carolina is E.A.Ellis Spruce Pine,N.C.

FOURTH: That this corporation is authorized to issue only one class of shares of stock, the total number of which is 900 shares with no par value.

FIFTH: That the number of directors of said corporation shall be three (3) who must be shareholders and the names and addresses of the persons who are appointed to act as the first directors and to hold office until the selection and qualification of their successors are as follows:

E.A.Ellis,President	Spruce Pine,N.C.
Frank E.Ellis,Vice.Pres.	Spruce Pine,N.C.
Fletcher Phillips,Secty-Treas.	Spruce Pine,N.C.

SIXTH: That the duration of this corporation shall be 100 years; original capital to commence business to be $30.00.

SEVENTH: That the following shares of stock have been subscribed by the incorporators:

E.A.Ellis	Spruce Pine,N.C.	(1) share
Frank E.Ellis	Spruce Pine,N.C.	(1) share
Fletcher Phillips	Spruce Pine,N.C.	(1) share

EIGHTH: That the number of persons named above shall constitute the number of directors in the corporation until changed by amendment to the by-laws.

NINTH: Said corporation shall not have the power to levy assessments upon the shares or shareholders thereof.

TENTH: The shareholders of said corporation shall have preemptive rights to subscribe to any and all issues of shares of securities.

IN WITNESS WHEREOF, the persons named herein as directors have hereunto set their hands this day of

E A Ellis

Frank E. Ellis

Fletcher Phillips

STATE OF NORTH CAROLINA)
) ss
MITCHELL COUNTY)

On this 11 day of July 1951 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared

E. A. Ellis

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

Tess Burleson
Notary Public of Said County and State
My commission expires: Jan. 17, 1952

STATE OF NORTH CAROLINA)
) ss
MITCHELL COUNTY)

On this 11 day of July 1951 before me the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared

Frank E Ellis

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

Tess Burleson
Notary Public of Said County and State
My commission expires: Jan. 17, 1952

STATE OF NORTH CAROLINA)
) ss
MITCHELL COUNTY)

On this 11 day of July 1951 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared

Fletcher Phillips

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

Tess Burleson
Notary Public of Said County & State
My commission expires: Jan. 17, 1952

EDWARD A. ELLIS

Edward A. Ellis was born at Mitchell County, North Carolina, October 8, 1884, and has lived most of his life in the Spruce Pine area except for a few years when he lived in Birmingham, Alabama.

Mr. Ed Ellis finished the seventh grade at the Bandana Grammer School, and was unable to further his formal education due to his father's death when he was 14 years old.

From 1898 to 1904 he farmed his widowed mother's farm, and in 1904 to 1909 he worked as a laborer on the construction detail for the Clinchfield Railroad. In 1909 he was made foreman of a construction crew in which capacity he worked until 1915.

In 1915 he was appointed mining manager for the Clinchfield Products Company which was a subsidiary of the Clinchfield Railroad. His mining experience was gained in the following mines -- Pressnell, Yancey County; Bowdich, Yancey County; Hickey, Mitchell County; Old Dake, Mitchell County; Hawkins, Mitchell County. He left his employment in 1926 to start the Mayland Motor Company.

He has operated the Mayland Motor Company which holds the Pontiac automobile, International truck, International Harvester Farm Equipment dealerships. In 1940 this business was incorporated and Mr. Ed Ellis was elected president and general manager which job he has held to date.

His mine interests and experience is as follows:

1941 - 1946	Cook Mine operated by Mr. Ed. Ellis as an individual, on the property of the Cook heirs in Mitchell County.
1942 - 1945	One of three partners in the partnership of E. A. Ellis, Frank E. Ellis and B. G. Thomas, Charles Robinson Mine on the property of E. A. Ellis and Frank E. Ellis.
1942 - 1943	E. A. Ellis and Frank E. Ellis, Little Hawk Mine owned by Ashville Mica Company located approximately 15 miles northeast of Spruce Pine.
1942 - 1945	One of three partners in the partnership of E. A. Ellis, Frank E. Ellis and B. G. Thomas in the operation of "No. 12" Mine on the property of the Bailey heirs, Mitchell County, approximately 5 miles west of Spruce Pine.

* * * * * *

References:

G. G. Fortner
Spruce Pine, North Carolina
W. G. Pippin, Real Estate Broker
Spruce Pine, North Carolina
Dr. C. A. Peterson, Physician
Spruce Pine, North Carolina

FRANK E. ELLIS

Frank E. Ellis was born in Birmingham, Alabama, June 19, 1908, but before he entered grammer school his parents moved to Spruce Pine, N. C. He finished grammer school at Spruce Pine, and was later graduated from Harris High School, Spruce Pine, in 1926.

In 1926, Mr. Ellis commenced work for his father, Ed Ellis, who was operating as the Mayland Motor Company. Mr. Frank was an automobile mechanic and salesman for his father, in which capacity he work until 1940.

In 1940 Frank's father incorporated the Mayland Motor Company at which time Mr. Frank Ellis purchased stock and was elected secty-treas. for the Corporation, in which capacity he has served since that date.

In addition to his business interests in the Mayland Motor Company, Mr. Ellis' mining experience is as follows:

1942 - 1945	One of three partners in the partnership of E. A. Ellis, Frank E. Ellis and B. G. Thomas, Charles Robinson Mine on the property of E. A. Ellis and Frank E. Ellis.
1942 - 1943	E. A. Ellis and Frank E. Ellis, Little Hawk Mine owned by Ashville Mica Company located approximately 15 miles northeast of Spruce Pine.
1942 - 1945	One of three partners in the partnership of E. A. Ellis, Frank E. Ellis and B. G. Thomas in the operation of "No. 12" Mine on the property of the Bailey heirs, Mitchell County, approximately 5 miles west of Spruce Pine.

* * * * * *

References:

Bill Lee, Cashier,
Northwestern Bank, Spruce Pine, N. C.
F. H. Robbins, President
Robbins Knitting Co., Spruce Pine, N. C.
Carroll Rogers, General Manager,
Feldspar Flotation Co., Spruce Pine, N. C.

FLETCHER O. PHILLIPS

Fletcher O. Phillips is 46 years old, a native of the Spruce Pine area, and has lived in that mining district most of his life.

He has 26 years of mining experience, and at present is mining mica and feldspar on a commercially profitable basis in the Dogwood Flat near Yellow Mountain in the Spruce Pine area. This mine is presently producing one thousand pounds of mica of punch or better quality per week and approximately seventy-five tons of feldspar.

During World War II, Mr. Phillips was one of three partners in the mica fabricating plant of "Carpenter and Phillips Mica Company" which employed from 90 to 180 persons. One of his duties was to purchase mica for fabricating. That experience has thoroughly schooled Mr. Phillips in appraising and grading blocks and sheets of mica.

His two years mining education at North Carolina State College is one of his greatest assets in that it helps him to evaluate out croppings and to follow "leads" once mining operations have commenced.

His past employment record is as follows:

Bennidict Coal Co.	St. Charles, Va.	1927 - 1928
Mining School	State College, N. C.	1928 - 1930
Bennidict Coal Co.	St. Charles, Va.	1930 - 1932
Hoot Owl Mine	Spruce Pine, N. C.	1934 - 1936
Mining for self	Spruce Pine, N. C.	1936 - 1941
Carpenter & Phillips Mica Co. (partner)	Spruce Pine, N. C.	1941 - 1945

* * * * * *

References:

Mr. Ernest Poteat, Cashier,
Northwestern Bank, Bakersville, N. C.
Mr. Roy Welds, Manager,
Harris Clay Co., Spruce Pine, N. C.
Mr. J. P. McKinney, Mine Manager,
United Feldspar & Minerals, Spruce Pine, N. C.

(Subordination form under this lease)

MINING LEASE

State of North Carolina Mitchell County:

This indenture made this 11 day of July, 1951

between Mayland Motor Co

of Mitchell County and State of North Carolina, as party of the first part, and known as lessor___, and Cook Mining Co.

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

WITNESSETH, That the part____ of the first part in consideration of One Dollar in hand received and hereby acknowledged by the lessor___, 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 on a poplar tree at the branch, Marion Cooks corner, and runs N 63 W with old line 26 poles to a Red oak in Bailey's line: Thence N 28 W 100 poles to a Black Gum. thence S 63 E with the old line 128 poles to a stake in old line: Thence S 1½° W 51 poles to a small Black Oak, Marion Cook's corner: Thence N 63 W. with said Cook line 76 poles to a Black pine and Locus thence N 76 W 18 poles and 17 links to a poplar at the head of a branch; thence down the branch & with its meander 40 poles to a Spruce Pine at the Mouth of said branch; and with its meander thence up the large branch & with its meander 31½ poles to the Beginning Containing 56 acres, more or less: Being the Sarah Cook land from Hattie Wiseman Recorded Reg of Deeds of Mitchell Co. Book 76 Page 441

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 conditions 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 operations 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 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 One eighth (1/8) on all mica and 50¢ per Ton (2240 lbs) 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 part____ 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.

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 that 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:

F O Phillips

Maryland Mica Co (Seal)

E A Ellis (Seal)

F E Ericson Secy (Seal)

NORTH CAROLINA, Mitchell COUNTY:

The execution of the foregoing instrument was this day acknowledged before me by E. A. Ellis + Frank E. Ellis the grantor s for the purposes therein expressed. Let the same, with this certificate, be registered. This 11 day of July, 1951.

Tress Burleson
Notary Public - My Comm. Expires: 1-17-52

******

NORTH CAROLINA, _____ COUNTY:

I, _____, do certify that _____ and _____, his wife personally appeared before me this day, and acknowledged the execution of the annexed mining lease and the said _____ being by me privately examined separate and apart from her said husband, touching her voluntary execution of the same; doth state that she signed the same free and voluntarily, without fear or compulsion of her said husband, or of any other person, and that she doth still voluntarily assent thereto. This _____ day of _____, 1951.

_____

_____

******

NORTH CAROLINA, _____ COUNTY:

The foregoing certificate of _____ of _____ County is adjudged to be correct and sufficient. Let the instrument, with the certificate be registered.

Witness my hand and official seal, this _____ day of _____, 1951.

_____
Clerk Superior Court

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the owner in fee simple of that certain parcel of ground in the county of Mitchell, State of North Carolina, described in a certain Exploration Project Contract dated _____, 195__, between _____, the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated July 11, 1951, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 11th day of July, 1951

Mayhard Motor Co
By J. E. Ellis Sec Treas.
E. A. Ellis, President

U. S. GOVERNMENT PRINTING OFFICE 16—64582-1

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the owner in fee simple of that certain parcel of ground in the county of Mitchell, State of North Carolina, described in a certain Exploration Project Contract dated _____, 195__, between _____, the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated July 11, 1951, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 11th day of July, 195 1

_____

U. S. GOVERNMENT PRINTING OFFICE 940768

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the owner in fee simple of that certain parcel of ground in the county of Mitchell, State of North Carolina, described in a certain Exploration Project Contract dated _____, 195___, between _____, the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated July 11, 1951, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 11th day of July, 1951

_____

U. S. GOVERNMENT PRINTING OFFICE 940768

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the owner in fee simple of that certain parcel of ground in the county of Mitchell, State of North Carolina, described in a certain Exploration Project Contract dated _____, 195__, between _____, the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated July 11, 1951, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 11th day of July, 195[illegible]

_____

U. S. GOVERNMENT PRINTING OFFICE 940768

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the owner in fee simple of that certain parcel of ground in the county of Mitchell, State of North Carolina, described in a certain Exploration Project Contract dated _____, 195__, between _____, the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated July 11, 1951, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 11th day of July, 195_1_

_____

U. S. GOVERNMENT PRINTING OFFICE 940768

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the owner in fee simple of that certain parcel of ground in the county of Pitrell, State of North Carolina, described in a certain Exploration Project Contract dated _____, 195__, between _____, the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated July 11, 1951, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 11th day of July, 195[illegible]

_____

U. S. GOVERNMENT PRINTING OFFICE 940768

D. M. A. Docket No. _____
Cook Mining Company
Spruce Pine, North Carolina

Cook Mine
Mayland Motor Company Property
Mitchell County, North Carolina

"Beginning on a poplar tree at the Branch, Marion Cook's corner and runs N 63° W with old line 26 poles to a Red Oak in Bailey's line: thence N 28° W 100 poles to a Black gum, thence S 63° E with the old line 128 poles to a stake in old line: thence S 1½° W 51 poles to a small Black Oak, Marion Cook's corner: thence N 63° W with said Cook line 76 poles to a Black Pine and Locus: thence N 76° W 18 poles and 17 links to a Poplar at the head of a branch; thence down the branch and with its meander 40 poles to a Spruce Pine at the mouth of said branch: thence up the large branch and with its meander 31½ poles to the Beginning containing 56 acres, more or less: being the Sarah Cook land from Hattie Wiseman recorded Registrar of Deeds of Mitchell County Book 76 page 441."

D. M. A. Docket No. _____
Cook Mining Company
Spruce Pine, North Carolina

Cook Mine
Mayland Motor Company Property
Mitchell County, North Carolina

"Beginning on a poplar tree at the Branch, Marion Cook's corner and runs N 63° W with old line 26 poles to a Red Oak in Bailey's line: thence N 28° W 100 poles to a Black gum, thence S 63° E with the old line 128 poles to a stake in old line: thence S 1½° W 51 poles to a small Black Oak, Marion Cook's corner: thence N 63° W with said Cook line 76 poles to a Black Pine and Locus: thence N 76° W 18 poles and 17 links to a Poplar at the head of a branch; thence down the branch and with its meander 40 poles to a Spruce Pine at the mouth of said branch: thence up the large branch and with its meander 31½ poles to the Beginning containing 56 acres, more or less: being the Sarah Cook land from Hattie Wiseman recorded Registrar of Deeds of Mitchell County Book 76 page 441."

D. M. A. Docket No. _____
Cook Mining Company
Spruce Pine, North Carolina

Cook Mine
Mayland Motor Company Property
Mitchell County, North Carolina

"Beginning on a poplar tree at the Branch, Marion Cook's corner and runs N 63° W with old line 26 poles to a Red Oak in Bailey's line: thence N 28° W 100 poles to a Black gum, thence S 63° E with the old line 128 poles to a stake in old line: thence S 1½° W 51 poles to a small Black Oak, Marion Cook's corner: thence N 63° W with said Cook line 76 poles to a Black Pine and Locus: thence N 76° W 18 poles and 17 links to a Poplar at the head of a branch; thence down the branch and with its meander 40 poles to a Spruce Pine at the mouth of said branch: thence up the large branch and with its meander 31½ poles to the Beginning containing 56 acres, more or less: being the Sarah Cook land from Hattie Wiseman recorded Registrar of Deeds of Mitchell County Book 76 page 441."

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Cook Mining Company
Spruce Pine, North Carolina

Cook Mine
Mayland Motor Company Property
Mitchell County, North Carolina

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D. M. A. Docket No. _____
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Mayland Motor Company Property
Mitchell County, North Carolina

"Beginning on a poplar tree at the Branch, Marion Cook's corner and runs N 63° W with old line 26 poles to a Red Oak in Bailey's line: thence N 28° W 100 poles to a Black gum, thence S 63° E with the old line 128 poles to a stake in old line: thence S 1½° W 51 poles to a small Black Oak, Marion Cook's corner: thence N 63° W with said Cook line 76 poles to a Black Pine and Locus: thence N 76° W 18 poles and 17 links to a Poplar at the head of a branch; thence down the branch and with its meander 40 poles to a Spruce Pine at the mouth of said branch: thence up the large branch and with its meander 31½ poles to the Beginning containing 56 acres, more or less: being the Sarah Cook land from Hattie Wiseman recorded Registrar of Deeds of Mitchell County Book 76 page 441."

D. M. A. Docket No. _____
Cook Mining Company
Spruce Pine, North Carolina

Cook Mine
Mayland Motor Company Property
Mitchell County, North Carolina

"Beginning on a poplar tree at the Branch, Marion Cook's corner and runs N 63° W with old line 26 poles to a Red Oak in Bailey's line: thence N 28° W 100 poles to a Black gum, thence S 63° E with the old line 128 poles to a stake in old line: thence S 1½° W 51 poles to a small Black Oak, Marion Cook's corner: thence N 63° W with said Cook line 76 poles to a Black Pine and Locus: thence N 76° W 18 poles and 17 links to a Poplar at the head of a branch; thence down the branch and with its meander 40 poles to a Spruce Pine at the mouth of said branch: thence up the large branch and with its meander 31½ poles to the Beginning containing 56 acres, more or less: being the Sarah Cook land from Hattie Wiseman recorded Registrar of Deeds of Mitchell County Book 76 page 441."

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MF-200
(April 1951)

Docket No. DMA 1917
Commodity _____

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

EXPLORATION PROJECT CONTRACT [1]

It is agreed this _____ day of _____, 195__, between the United States of America, acting through the Department of the Interior, Defense Minerals Administration, hereinafter called the "Government," and [2] _____

_____

_____

_____

_____

hereinafter called the "Operator," as follows:

1. *Authority for contract.* This agreement is entered into under the authority of the Defense Production Act of 1950, pursuant to Mineral Order 5, entitled "Regulations Governing Government Aid in Defense Exploration Projects."

2. *Operator's property rights.* The exploration project shall be conducted on that certain property situated in the State of _____, County of _____ described as follows: [3] _____

_____

_____

_____

with respect to which the Operator represents and undertakes: [4]

(*a*) That he is the sole owner, in possession and entitled to possession, and that the property is subject only to the following claims, liens, or encumbrances as to each of which the subordination agreement of the holder is attached: _____

_____

_____

_____

(*b*) That he is a lessee, in possession and entitled to possession, and the subordination agreement of the lessor is attached.

3. *Exploration project.* The Operator, within _____ days from the date of this contract shall commence work on a project of exploration for [5] _____; shall prosecute the work efficiently, expertly, in a workmanlike manner, in accordance with good mining standards, with suitable and adequate equipment, materials, and labor, all properly designed to bring the project to completion within a period of [6] _____ from the date of this contract. The exploration project and the work to be performed are more fully described on Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, is made a part of this contract.

4. *Performance of the work.* The work shall be performed by the Operator, under his sole direction and control: *Provided,* That with the consent of the Government and its written approval of the contract or contracts, all or any part of the work may be performed by the Operator through contract or contracts with independent contractors. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

5. *Fixtures and improvements.* The Operator shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of the exploration project without any allowance for the use, rental value, depreciation, depletion, or other cost of acquiring, owning, or holding possession thereof. Attached hereto, marked "Exhibit 'B'," is a detailed list of additional facilities, buildings, and fixtures, to be purchased, installed, or erected by the Operator, with the estimated cost of each, to which the Government will contribute its agreed pro-rata share of the cost. The difference between the cost of such additional facilities, buildings, or fixtures, and the salvage value thereof at the conclusion of the work, shall be charged as a cost of the project to which the Government has contributed its pro-rata share.

6. *Operating equipment.* Attached hereto, marked "Exhibit 'C'," is a detailed list of operating equipment divided into categories of items to be rented, purchased, or furnished by the Operator, with the allowable rental, purchase price, or rental value, as the case may be, annexed to each. As to equipment purchased for the project, the Government will contribute its agreed pro-rata share of the cost thereof, and the difference between the cost and the salvage value at the conclusion of the work shall be charged as a cost of the project to which the Government has contributed its pro-rata share.

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] State name, address, and nature of organization if any.
[3] Give legal description or enough to identify the property.
[4] Strike out the provision not applicable.
[5] Name of mineral.
[6] Not in excess of 2 years.

7. *Title to and disposition of property.* All facilities, buildings, fixtures, equipment, or other items costing more than $50 each, paid for or purchased with funds contributed jointly by the Operator and the Government, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the termination of the contract, if they have any salvage value, shall be disposed of for their joint account unless the Government, in writing, waives its interest in any such items. The Government may require the dismantling, severance from land, and removal of any such items in order to realize its interest in the salvage value thereof, and the cost of any such removal and of the disposal of the items shall be for the joint account of the parties in proportion to their respective interests.

8. *Labor and supervision.* Attached hereto, marked "Exhibit 'D'," is an itemized schedule of labor, by numbers and classes (miners, muckers, millmen, etc.), and of supervisors, by numbers and positions, with the maximum wages or salaries that may be paid to each as an allowable cost of the project.

9. *Rehabilitation and repairs.* Attached hereto, marked "Exhibit 'E'," is a detailed schedule of existing facilities, buildings, installations, and fixtures, with a statement of the cost of any necessary rehabilitation or repairs to put into useful and operable condition, which cost shall be allowed as a cost of the project.

10. *Allowable costs of the project.* The allowable costs of the project in which the Government will participate are limited to the necessary, reasonable, direct costs of performing the exploration work, including the costs of materials, supplies, engineering, power, water, and utilities, including items of equipment costing less than $50 each; and the costs referred to in Articles 5, 6, 8, and 9, and the exhibits annexed to and referred to in the contract. Although the Government may pay part of the cost of new or additional facilities, structures, buildings, and equipment, only the depreciation on such items, computed as indicated in Articles 5 and 6, will be charged as a cost of the project. No items of general overhead, corporate management, interest, or any other indirect costs not expressly allowed by these regulations, or work performed or costs incurred before the date of this contract, shall be allowed as costs of the project in which the Government will participate.

11. *Participation by the Government.* At the end of the first full calendar month after the Operator has commenced work under the project, and at the end of each succeeding calendar month, the Operator shall submit to the Government a voucher for payment with a detailed statement of work done and allowable costs (as defined in Article 10 of this agreement) incurred, in a form and with supporting data acceptable to the Government. After approving the voucher, the Government shall pay to the Operator _____ percent of the sum of such costs incurred; *Provided,* That the aggregate total of all sums paid by the Government under this agreement shall not exceed $_____, which is _____ percent of the agreed estimated total cost of this project, $_____.

12. *Accounts and audits.* The Operator shall keep suitable records and accounts of operations, which the Government may inspect and audit at any time. The Government may at any time require an audit of the Operator's records and accounts by a certified public accountant, the cost thereof to be treated as a cost of the project. The Operator shall keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract.

13. *Progress reports.* The Operator shall provide the Government with monthly reports of progress in form and content satisfactory to the Government, and upon the completion of the project or termination of the contract shall provide the Government with a comprehensive geologic and engineering report, including an estimate of ore reserves, to the best of his ability. Four copies of all reports shall be furnished to the Government.

14. *Repayment by Operator.* If, upon the completion of the exploration project or termination of the contract, the Government considers that a discovery or development has resulted from the work from which commercial production of ore may be made, the Government, within 6 months thereafter shall so certify to the Operator, particularly describing and delimiting its estimate of the discovery or the development. Thereafter, if and as ore is produced as a result of such discovery or development, the Operator and his successor in interest shall be and become obligated to pay to the Government a percentage royalty on the net smelter returns or other net proceeds realized from such ore, concentrates, or metal produced within ten (10) years from the date of this contract, until the total amount contributed by the Government, without interest, is fully repaid or said 10 years have elapsed, whichever occurs first, as follows:

Of net smelter returns or other net proceeds not in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent.

Of net smelter returns or other net proceeds in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent, plus one-half (½) percent additional for each full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

This obligation to repay from net returns or proceeds shall be and remain a claim and lien upon the property which is the subject of the exploration project and upon any production resulting from such discovery or development, in favor of the Government, until fully paid, or until said 10-year period has elapsed; and this claim and lien and the Government's right to repayment shall survive any termination of the contract, whether by completion of the exploration project or otherwise. This article is not to be construed as imposing any obligation on the Operator or his successor in interest to produce ore from any such discovery or development.

15. *No assignment of contract.* Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder.

16. *Termination and completion.* The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worthwhile discovery and in the opinion of the Government further operations are not justified. Upon the completion of the project or any termination of the contract the Operator shall render to the Government a full and final accounting of his operations under the contract and his expenditures of money; shall dispose of any unused materials, supplies, and equipment for the joint account of the Operator and the Government in the proportion of their respective interests; and shall pay to the Government its pro-rata share of any money remaining.

Executed in triplicate the day and year first above written.

Cook Mining Co., Inc.

(Operator)

By E. A. Ellis
President

THE UNITED STATES OF AMERICA

By _____

U. S. GOVERNMENT PRINTING OFFICE 16—64066-1

MF-200
(April 1951)

Docket No. DMA 1917
Commodity _____

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DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

EXPLORATION PROJECT CONTRACT [1]

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Executed in triplicate the day and year first above written.

Cook Mining Co., Inc.

_____
(Operator)

By E A Eells
President

THE UNITED STATES OF AMERICA

By _____

U. S. GOVERNMENT PRINTING OFFICE 16—64066-1

MF-200
(June 1951)

Docket No. DMA 1917
Commodity _____

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

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It is agreed this _____ day of _____, 195__, between the United States of America, acting through the Department of the Interior, Defense Minerals Administration, hereinafter called the "Government," and [2] _____

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4. *Performance of the work.* The work shall be performed by the Operator, under his sole direction and control: *Provided,* That with the consent of the Government and its written approval of the contract or contracts, all or any part of the work may be performed by the Operator through contract or contracts with independent contractors. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

5. *Fixtures and improvements.* The Operator shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of the exploration project without any allowance for the use, rental value, depreciation, depletion, or other cost of acquiring, owning, or holding possession thereof. Any additional facilities, buildings, and fixtures, to be purchased, installed, or erected by the Operator, with the estimated cost of each, to which the Government will contribute currently its agreed pro rata share, are listed in Exhibit "A" attached hereto. The difference between the cost of such additional facilities, buildings, or fixtures, and the salvage value thereof at the conclusion of the work, shall be charged as a cost of the project to which the Government has contributed its pro rata share.

6. *Operating equipment.* Any operating equipment to be rented, purchased, or furnished by the Operator, with the allowable rental, purchase price, or depreciation, as the case may be, is listed under appropriate headings in Exhibit "A" attached hereto. As to equipment purchased for the project, the Government will contribute its agreed pro rata share of the cost thereof, and the difference between the cost and the salvage value at the conclusion of the work shall be charged as a cost of the project to which the Government has contributed its pro rata share.

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
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7. *Title to and disposition of property.* All facilities, buildings, fixtures, equipment, or other items costing more than $50 each, paid for or purchased with funds contributed jointly by the Operator and the Government, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the termination of the contract, if they have any salvage value, shall be disposed of for their joint account unless the Government, in writing, waives its interest in any such items. The Government may require the dismantling, severance from land, and removal of any such items in order to realize its interest in the salvage value thereof, and the cost of any such removal and of the disposal of the items shall be for the joint account of the parties in proportion to their respective interests.

8. *Labor and supervision.* An itemized schedule of labor, by numbers and classes (miners, muckers, millmen, etc.), and of supervisors, by numbers and positions, with the maximum wages or salaries that may be paid to each as an allowable cost of the project is set forth in Exhibit "A" attached hereto.

9. *Rehabilitation and repairs.* A statement of the cost of any necessary rehabilitation or repairs to put existing facilities, buildings, installations, and fixtures into useful and operable condition and which are to be allowed as costs of the project is included in Exhibit "A."

10. *Allowable costs of the project.* The costs of the project in which the Government will participate are limited to the necessary, reasonable, direct costs of performing the exploration work, including the costs of materials, supplies, engineering, power, water, analytical work, accounting, and utilities, including items of equipment costing less than $50 each; and the costs referred to in Articles 5, 6, 8, and 9, and the exhibits annexed to and referred to in this contract. Although the Government may pay part of the cost of new or additional facilities, structures, buildings, and equipment, only the depreciation on such items, computed as indicated in Articles 5 and 6, will be charged as a cost of the project. No items of general overhead, corporate management, interest, taxes, or any other indirect costs not expressly allowed by these provisions, or work performed or costs incurred before the date of this contract, shall be allowed as costs of the project in which the Government will participate.

11. *Accounts and audits.* The Operator shall keep suitable records and accounts of operations, which the Government may inspect and audit at any time. The Government may at any time require an audit of the Operator's records and accounts by a certified public accountant, the cost thereof to be treated as a cost of the project. The Operator shall keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract.

12. *Progress reports.* The Operator shall provide the Government with monthly reports of work performed under the contract upon forms to be provided by the Government. Each monthly progress report shall bear the certification of the Operator and shall constitute the Operator's invoice of costs incurred on the project during the period covered by the report.

13. *Payment to the Operator.* The monthly progress report (invoice), to the extent approved by the Government, shall be processed for payment by the Government. Payment shall be made in the amount of _____ percent of the approved costs incurred; *Provided,* That the aggregate total of all sums paid by the Government under this agreement shall not exceed $_____, which is _____ percent of the agreed estimated total cost of this project, $_____.

14. *Final reports by Operator.* Upon completion of the project or termination of this contract, the Operator shall provide the Government with a comprehensive geologic and engineering report, including an estimate of ore reserves, to the best of his ability. Four copies of all reports shall be furnished to the Government.

15. *Repayment by Operator.* If, upon the completion of the exploration project or termination of the contract, the Government considers that a discovery or development has resulted from the work from which commercial production of ore may be made, the Government, within 6 months thereafter, shall so certify to the Operator, particularly describing and delimiting its estimate of the discovery or the development. Thereafter, if and as ore is produced as a result of such discovery or development, the Operator and his successor in interest shall be and become obligated to pay to the Government a percentage royalty on the net smelter returns or other net proceeds realized from such ore, concentrates, or metal produced within ten (10) years from the date of this contract, until the total amount contributed by the Government, without interest, is fully repaid or said 10 years have elapsed, whichever occurs first, as follows:

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This obligation to repay from net returns or proceeds shall be and remain a claim and lien upon the mineral deposit which is the subject of the exploration project and upon any production resulting from such discovery or development, in favor of the Government, until fully paid, or until said 10-year period has elapsed; and this claim and lien and the Government's right to repayment shall survive any termination of the contract, whether by completion of the exploration project or otherwise. This article is not to be construed as imposing any obligation on the Operator or his successor in interest to produce ore from any such discovery or development.

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17. *Termination and completion.* The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worthwhile discovery and in the opinion of the Government further operations are not justified. Upon the completion of the project or any termination of the contract the Operator shall render to the Government a full and final accounting of his operations under the contract and his expenditures of money; shall dispose of any unused materials, supplies, and equipment for the joint account of the Operator and the Government in the proportion of their respective interests; and shall pay to the Government its pro-rata share of any money remaining.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By _____

Cook Mining Co., Inc.
(Operator)

By E A Ellis
President

U. S. GOVERNMENT PRINTING OFFICE 16—64066-2

MF-200
(June 1951)

Docket No. DMA 1917
Commodity _____

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

EXPLORATION PROJECT CONTRACT [1]

It is agreed this _____ day of _____, 195__, between the United States of America, acting through the Department of the Interior, Defense Minerals Administration, hereinafter called the "Government," and [2] _____

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hereinafter called the "Operator," as follows:

1. *Authority for contract.* This agreement is entered into under the authority of the Defense Production Act of 1950, pursuant to Mineral Order 5, entitled "Regulations Governing Government Aid in Defense Exploration Projects."

2. *Operator's property rights.* The exploration project shall be conducted on that certain property situated in the State of _____, County of _____ described as follows: [3] _____

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with respect to which the Operator represents and undertakes: [4]

(*a*) That he is the sole owner, in possession and entitled to possession, and that the property is subject only to the following claims, liens, or encumbrances as to each of which the subordination agreement of the holder is attached: _____

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(*b*) That he is a lessee, in possession and entitled to possession, and the subordination agreement of the lessor is attached.

3. *Exploration project.* The Operator, within _____ days from the date of this contract shall commence work on a project of exploration for [5] _____; shall prosecute the work efficiently, expertly, in a workmanlike manner, in accordance with good mining standards, with suitable and adequate equipment, materials, and labor, all properly designed to bring the project to completion within a period of [6] _____ from the date of this contract. The exploration project and the work to be performed are more fully described on Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, is made a part of this contract.

4. *Performance of the work.* The work shall be performed by the Operator, under his sole direction and control: *Provided,* That with the consent of the Government and its written approval of the contract or contracts, all or any part of the work may be performed by the Operator through contract or contracts with independent contractors. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

5. *Fixtures and improvements.* The Operator shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of the exploration project without any allowance for the use, rental value, depreciation, depletion, or other cost of acquiring, owning, or holding possession thereof. Any additional facilities, buildings, and fixtures, to be purchased, installed, or erected by the Operator, with the estimated cost of each, to which the Government will contribute currently its agreed pro rata share, are listed in Exhibit "A" attached hereto. The difference between the cost of such additional facilities, buildings, or fixtures, and the salvage value thereof at the conclusion of the work, shall be charged as a cost of the project to which the Government has contributed its pro rata share.

6. *Operating equipment.* Any operating equipment to be rented, purchased, or furnished by the Operator, with the allowable rental, purchase price, or depreciation, as the case may be, is listed under appropriate headings in Exhibit "A" attached hereto. As to equipment purchased for the project, the Government will contribute its agreed pro rata share of the cost thereof, and the difference between the cost and the salvage value at the conclusion of the work shall be charged as a cost of the project to which the Government has contributed its pro rata share.

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] State name, address, and nature of organization if any.
[3] Give legal description or enough to identify the property.
[4] Strike out the provision not applicable.
[5] Name of mineral.
[6] Not in excess of 2 years.

7. *Title to and disposition of property.* All facilities, buildings, fixtures, equipment, or other items costing more than $50 each, paid for or purchased with funds contributed jointly by the Operator and the Government, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the termination of the contract, if they have any salvage value, shall be disposed of for their joint account unless the Government, in writing, waives its interest in any such items. The Government may require the dismantling, severance from land, and removal of any such items in order to realize its interest in the salvage value thereof, and the cost of any such removal and of the disposal of the items shall be for the joint account of the parties in proportion to their respective interests.

8. *Labor and supervision.* An itemized schedule of labor, by numbers and classes (miners, muckers, millmen, etc.), and of supervisors, by numbers and positions, with the maximum wages or salaries that may be paid to each as an allowable cost of the project is set forth in Exhibit "A" attached hereto.

9. *Rehabilitation and repairs.* A statement of the cost of any necessary rehabilitation or repairs to put existing facilities, buildings, installations, and fixtures into useful and operable condition and which are to be allowed as costs of the project is included in Exhibit "A."

10. *Allowable costs of the project.* The costs of the project in which the Government will participate are limited to the necessary, reasonable, direct costs of performing the exploration work, including the costs of materials, supplies, engineering, power, water, analytical work, accounting, and utilities, including items of equipment costing less than $50 each; and the costs referred to in Articles 5, 6, 8, and 9, and the exhibits annexed to and referred to in this contract. Although the Government may pay part of the cost of new or additional facilities, structures, buildings, and equipment, only the depreciation on such items, computed as indicated in Articles 5 and 6, will be charged as a cost of the project. No items of general overhead, corporate management, interest, taxes, or any other indirect costs not expressly allowed by these provisions, or work performed or costs incurred before the date of this contract, shall be allowed as costs of the project in which the Government will participate.

11. *Accounts and audits.* The Operator shall keep suitable records and accounts of operations, which the Government may inspect and audit at any time. The Government may at any time require an audit of the Operator's records and accounts by a certified public accountant, the cost thereof to be treated as a cost of the project. The Operator shall keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract.

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Of net smelter returns or other net proceeds not in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent.

Of net smelter returns or other net proceeds in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent, plus one-half (½) percent for each additional full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

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Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By _____

Cook Mining Co., Inc.
(Operator)

By E A Ellis
President

U. S. GOVERNMENT PRINTING OFFICE 16—64066-2

MF-200
(June 1951)

Docket No. DMA 1917
Commodity _____

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DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

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Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By _____

Cook Mining Co., Inc.
(Operator)

By E. A. Ellis
President

U. S. GOVERNMENT PRINTING OFFICE 16—64066-2

MF-200
(June 1951)

Docket No. DMA 1917
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DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

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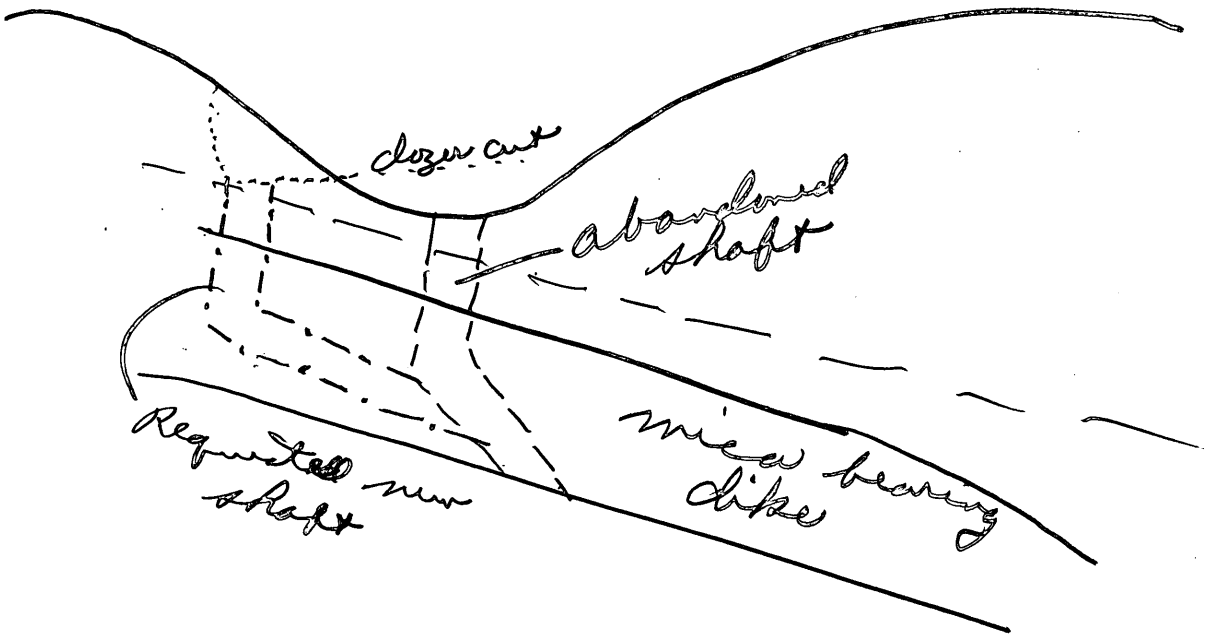
Cook Mine


dozer cut
abandoned shaft
Requested new shaft
mica bearing dike

COOK MINING COMPANY, INC.

Spruce Pine, North Carolina

WASHINGTON COUNSEL

C. B. Collins
1025 Vermont Avenue, N. W.
Washington 5, D. C.

NAtional 7808

Form MF-103
(April 1951)

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.
Approval expires 6-30-51.

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950

DO NOT FILL IN THIS BLOCK

Docket No. dma-1917

Date received 8/3/51

Participation

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 3 1951

Cook Mining Co., Inc.
c/o E. A. Ellis
Spruce Pine, North Carolina

Name and address of applicant

Date

FILL IN THIS BLOCK

Date of application August 1, 1951

Estimated cost

Mineral or metal Mica

Percentage of Government participation 90%

Location of mine 1½ miles northwest of Spruce Pine, N. C.

Date of filing MF-100 Not filed

DMA Docket Number, if available

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four signed copies of the application to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive officer thereof, with your name and address on each sheet of the application and all accompanying papers. If any question is inapplicable, or if you cannot answer it, so state on the form. Where the space provided for answer is insufficient, answer on a separate sheet, annex it to the application form, and refer to it in space for answer. If the application is approved, you will be presented with an exploration project contract on Form MF-200, for your signature.

THE APPLICANT

*1. Is applicant an individual, partnership, or corporation?
*2. If a partnership, state names and addresses of partners.
*3. If a corporation, state names and addresses of officers, directors, and five largest stockholders.
*4. Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who will manage the project.
*5. Are you the owner or the lessee of the property?
6. If owner, state what claims, liens, or encumbrances, if any, are against the property.
7. If lessee, attach a copy of the lease and state if it is in good standing.

NOTE.—It will be necessary to procure and attach to the exploration project contract agreements of claimants, lienors, encumbrances and lessors subordinating their interests in the property to the interest of the Government under the contract.

8. Furnish current financial statement, showing assets and liabilities, and a profit and loss statement.
9. How much money is applicant prepared to invest in proposed project? Is it sufficient to pay your part of the cost of the project as detailed in question 23 of this application form, in accordance with the regulations on Government participation (Section 9 of Mineral Order 5)?

*If you have already answered these questions on MF-100, you are not required to answer the questions for this application.

16—64067-1

THE PROPERTY

10. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property.
    (*b*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

    NOTE.—If both areas are the same, so state. The only obligation to repay the Government is from the net earnings from any commercial discovery made in the area specified in (*b*) above in which the exploration is to be conducted, and the expenditure of funds which may be charged as costs of the project must be limited to that area or to work necessary to perform the exploration in that area.

*11. State the present and former names of the property, if any.

*12. State, in detail, the location of the property with reference to towns, railroads, roads, shipping points, including distances and directions and kinds and conditions of roads.

*13. State source and quantity of water available for operations and its sufficiency at all seasons.
State amount of power to be used, rate per hour or other cost, and source.

*14. Describe any existing useable facilities, equipment, buildings, or structure now on the property that will be devoted to the exploration work.

15. State in detail how the ore could be shipped and how and where milled.

*16. History:
    (*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for any past suspensions of operations.
    (*b*) State briefly the known history and production of adjoining and neighboring properties.
    (*c*) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development, and metallurgical investigations.

*17. Production:
    (*a*) If mine is in production, furnish the following information:

	Tons per day	*Grade or analysis*	*Cost per ton*	*Net value per ton*
(1) Mining				
(2) Milling				
(3) Shipped or sold				

*18. Ore or mineral reserves: (If property is or has been operating.)
    (*a*) Describe the ore or mineral deposits briefly.
    (*b*) Submit available maps and assay data.
    (*c*) Give estimated tonnage and grade of each class of ore reserves.

19. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

THE EXPLORATION

20. For what mineral or minerals and for what types of deposits and ores will the exploration be conducted?

21. Describe briefly, but concisely, the proposed work and the estimated time required to complete it.

    NOTE.—The Government will not participate in a project that will require more than 2 years to complete.

22. Furnish statement of the geological basis of the project with particular emphasis on factors leading the operator to expect the finding of commercial ore bodies. This statement should be accompanied by supporting maps such as geological maps, maps of the proposed openings and assay maps, sample lists, and other pertinent data.

THE REQUIREMENTS AND COSTS

23. Tabulate in the form of an itemized statement with a sum for each item the estimated requirements and costs of the project so that the total will give the estimated cost of the project in which the Government will participate, as follows:
    (*a*) Labor, by numbers and classes (miners, muckers, millmen, etc.), with wages of each.
    (*b*) Supervisors, by numbers and positions, with salaries of each.
    (*c*) Cost of necessary repairs to existing facilities, structures, and buildings.
    (*d*) Cost of necessary installation or construction of additional facilities, structures, and buildings.
    (*e*) Cost of items of equipment, not now owned by the applicant which must be purchased for operations at a cost of $50 or more each.
    (*f*) Cost of rental for equipment which the operator proposes to rent.
    (*g*) Rental value of items of equipment which the operator now owns and which will be devoted to the work.
    (*h*) Cost of materials and supplies, including items of equipment costing less than $50 each.
    (*i*) Cost of power, water, utilities, and any other items not provided for above.

24. Furnish a time schedule of the project, stated in terms of months after project is approved, showing progress expected to be accomplished and the money expected to be spent.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and accompanying papers is correct and complete to the best of their knowledge and belief.

Cook Mining Co., Inc.
(Name of company)

By /s/ E. A. Ellis
(Signature of authorized official)

August 1, 1951
(Date)

President
(Title)

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.

*Same as footnote on page 1.

16—64067-1 U. S. GOVERNMENT PRINTING OFFICE

Form MF 103

Defense Minerals Administration

Cook Mining Company
c/o E. A. Ellis
Spruce Pine, North Carolina

Cook Mine
Mitchell County, N. C.

1. Corporation. See Exhibit A

2. Not a partnership

3. See page 3 of Exhibit A

4.

E. A. Ellis	President	See Exhibit B
Frank E. Ellis	Vice Pres.	Exhibit C
Fletcher Phillips	Secty-Treas.	Exhibit D

5. Lessee. See Exhibit E

6. Not owner

7. Lease is in good standing. See Exhibit E

8. New Corporation

9. Operator will donate rental on the items listed below or the value of the rental of them, at the option of DMA. Any additional amount needed to aggregate 10% will be supplied in cash.

1 double drum hoist	$1500
1 much truck	700
1 International pickup truck	700

10. (a) Legal description of property is set forth in lease which is attached as Exhibit E.

(b) Exploration is to be conducted within 500 feet of abandoned mine shaft on the mine site leased.

11. Known for past several years as Cook Mine.

12. Mine is located approximately 1½ miles northwest of Spruce Pine. Condition of roads, location of towns, railroads, etc. is indicated on State Highway map attached to original copy of this application as Exhibit F.

13. Strategic sheet mica mine. No flow operations contemplated.

14. None

15. Ore will not be milled. Mica books will be shipped by truck to Spruce Pine which is approximately 4 miles by road from mine. Hard surface road within ¼ mile from mine. Good road from hard surface to mine.

16. Sheet mica of strategic grade from the mine was sold to Colonial Mica Corporation during World War II.

17. See answer to 16.

18. Mica deposits cannot be assayed as to their sheet or strategic grade content. This mine produced large quantities of strategic mica during World War II, as can be ascertained from the records of Colonial Mica Corporation. It is estimated that mica of like amounts and quality is still in the immediate vicinity. Mining operations ceased only when the price of sheet mica fell from six dollars a pound to less than twenty cents a pound.

19. None

20. Sheet mica

21. It is proposed to begin at a point approximately 350 up the hill from the abandoned mine shaft, and at that point make a dozer cut 300 feet long to remove the overburden which is expected to be from 10 to 40 feet deep.

After the overburden has been removed, a shaft 6 x 6 feet will be sunk through the dike to a depth sufficient to contact mica bearing ore. Once the mica ore is contacted, the shaft will continue down through the dike to determine the mineralization of that ore and its percentage of sheet mica content.

The pencil drawing at Exhibit G will show the location of the abandoned shaft which is now unsafe. The president of the applicant corporation worked this mine during World War II, and it is his opinion that the new shaft will strike the ore body further up the dike making it possible to follow the pitch of the dike to the old mine face by intercepting the abandoned slanting tunnel as indicated on the drawing at Exhibit G.

22. Production possibilities are of record with the U. S. Bureau of Mines, U. S. Geological Survey, and R.F.C. files. All of these records show that mica of strategic quality has been removed from this ore body.

23.

	Per Week	12 Week Period
(a) 2 muckers at $60	$120	$ 1,440
1 hoist operator at $70	70	840
1 jack hammer operator at $70	70	840
(b) 1 supervisor at $100	100	1,200
(c) None		
(d) Tool shed		250
(e) 1 Electric pump 220 V 3 phase		750
1 air compressor		3,500
1 jack hammer		350
200 feet 2" pipe		120
200 feet 1" pipe		60
Drill steel and bits		500

(f) None

(g) See answer to question 9.

(h) Misc hand tools		200
(i) Electricity	15	180
dynamite and caps	45	540
gas and oil	10	120
		$10,690
20 days of dozer work at 12 per hour		1,920
		$12,610

24. It is expected to take a total of twelve weeks after the dozer operation is complete. If overburden is light, it will not take 20 days to remove it.

CERTIFICATE OF INCORPORATION

of

Cook Mining Co., Inc.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a corporation under the laws of the State of North Carolina, and do hereby certify:

FIRST: That the name of the said corporation is:

Cook Mining Co., Inc.

SECOND: That the purposes for which said corporation is formed are:

(a) To initially engage in the primary business of exploring, prospecting, developing, mining and milling mica and minerals of every character and description.

(b) To purchase or otherwise acquire, to own, hold, lease, sell or otherwise dispose of, deal in and improve real estate, and to mortgage, convey in trust or otherwise encumber the same and to erect, manage, care for, maintain, extend and alter buildings thereon and other improvements.

(c) To purchase or otherwise acquire, to own, hold, lease, sell or otherwise dispose of, deal in and improve real estate, and to mortgage, convey in trust or otherwise encumber or hypothecate the same.

(d) To enter into partnerships or into any arrangement for sharing profits, union of interest, corporation, joint adventure, reciprocal concession, or otherwise, with any person, partnership, firm or corporation, in any business or transaction in which this corporation is authorized to carry on or engage in so as to directly or indirectly benefit this corporation.

(e) To take, acquire by purchase, exchange or otherwise, and to own, hold, deal in, sell or otherwise dispose of, mortgage, hypothecate or otherwise encumber, letters patent and inventions and shares of stock or bonds, and while the owner of said shares to vote the same.

(f) To borrow money and to execute and deliver its secured promissory note or notes or other evidences of indebtedness therefor.

(g) To issue bonds, notes, debentures, certificates, script or other corporate obligations or evidences of debt, and to secure the payment therefor by mortgage, pledge or deed of trust of or upon the whole or any portion of the corporate property, funds, credits and franchises and to sell, pledge or otherwise use or dispose of the same.

(h) To exercise in respect to all such bonds, notes, mortgages, shares of capital stock and other securities and other obligations, any and all rights, powers and privileges of individual owners thereof; including the right to vote upon any shares of stock held by it to the same extent that a natural person might or could do.

(i) To carry on business in states outside of North Carolina and to purchase and hold real and personal property in said states.

(j) To engage in any all all lawful business other than those above specified which may be permitted by any law or laws of the State of North Carolina now in force or hereinafter enacted, and for which no special authorization or permit is necessary.

(k) To do and perform all things whatsoever that shall be necessary or proper for the full and complete execution of the foregoing purposes.

(l) To act as guarantor or surety on contracts, notes, bonds, mortgages, deeds of trust or other securities.

THIRD: That the principal office for the transaction of the business of this corporation is to be located in Spruce Pine, N. C. . That the name and address of the agent authorized to accept service on the corporation in the State of North Carolina is E. A. Ellis, Spruce Pine, N. C. .

FOURTH: That this corporation is authorized to issue only one class of shares of stock, the total number of which is 3 shares with no par value.

FIFTH: That the number of directors of said corporation shall be three (3) who must be shareholders and the names and addresses of the persons who are appointed to act as the first directors and to hold office until the selection and qualification of their successors are as follows:

E. A. Ellis, President	Spruce Pine, N. C.
Frank E. Ellis, Vice Pres.	Spruce Pine, N. C.
Fletcher Phillips, Secty-Treas.	Spruce Pine, N. C.

SIXTH: That the duration of this corporation shall be 100 years; original capital to commence business to be $30.00.

SEVENTH: That the following shares of stock have been subscribed by the incorporators:

E. A. Ellis	Spruce Pine, N. C.	(1) share
Frank E. Ellis	Spruce Pine, N. C.	(1) share
Fletcher Phillips	Spruce Pine, N. C.	(1) share

EIGHTH: That the number of persons named above shall constitute the number of directors in the corporation until changed by amendment to the by-laws.

NINTH: Said corporation shall not have the power to levy assessments upon the shares or shareholders thereof.

TENTH: The shareholders of said corporation shall have preemptive rights to subscribe to any and all issues of shares of securities.

IN WITNESS WHEREOF, The persons named herein as directors have hereunto set their hands this day of

/s/ E. A. Ellis

/s/ Frank E. Ellis

/s/ Fletcher Phillips

STATE OF NORTH CAROLINA)
) ss.
MITCHELL COUNTY)

On this 11 day of July 1951 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared
E. A. Ellis
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

/s/ Tess Burleson
Notary Public of said County and State
My Commission expires: Jan. 17, 1952

STATE OF NORTH CAROLINA)
) ss.
MITCHELL COUNTY)

On this 11 day of July 1951 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared
Frank E. Ellis
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

/s/ Tess Burleson
Notary Public of said County and State
My Commission expires; Jan. 17, 1952

STATE OF NORTH CAROLINA)
) ss.
MITCHELL COUNTY)

On this 11 day of July 1951 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared
Fletcher Phillips
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

/s/ Tess Burleson
Notary Public of said County and State
My Commission expires: Jan. 17, 1952

EDWARD A. ELLIS

Edward A. Ellis was born at Mitchell County, North Carolina, October 8, 1884, and has lived most of his life in the Spruce Pine area except for a few years when he lived in Birmingham, Alabama.

Mr. Ed Ellis finished the seventh grade at the Bandana Grammer School, and was unable to further his formal education due to his father's death when he was 14 years old.

From 1898 to 1904 he farmed his widowed mother's farm, and in 1904 to 1909 he worked as a laborer on the construction detail for the Clinchfield Railroad. In 1909 he was made foreman of a construction crew in which capacity he worked until 1915.

In 1915 he was appointed mining manager for the Clinchfield Products Company which was a subsidiary of the Clinchfield Railroad. His mining experience was gained in the following mines -- Pressnell, Yancey County; Bowdich, Yancey County; Hickey, Mitchell County; Old Dake, Mitchell County; Hawkins, Mitchell County. He left his employment in 1926 to start the Mayland Motor Company.

He has operated the Mayland Motor Company which holds the Pontiac automobile, International truck, International Harvester Farm Equipment dealerships. In 1940 this business was incorporated and Mr. Ed Ellis was elected president and general manager which job he has held to date.

His mine interests and experience is as follows:

1941 - 1946	Cook Mine operated by Mr. Ed. Ellis as an individual, on the property of the Cook heirs in Mitchell County.
1942 - 1945	One of three partners in the partnership of E. A. Ellis, Frank E. Ellis and B. G. Thomas, Charles Robinson Mine on the property of E. A. Ellis and Frank E. Ellis.
1942 - 1943	E. A. Ellis and Frank E. Ellis, Little Hawk Mine owned by Ashville Mica Company located approximately 15 miles northeast of Spruce Pine.
1942 - 1945	One of three partners in the partnership of E. A. Ellis, Frank E. Ellis and B. G. Thomas in the operation of "No. 12" Mine on the property of the Bailey heirs, Mitchell County, approximately 5 miles west of Spruce Pine.

* * * * * *

References:

G. G. Fortner
Spruce Pine, North Carolina
W. G. Pippin, Real Estate Broker
Spruce Pine, North Carolina
Dr. C. A. Peterson, Physician
Spruce Pine, North Carolina

C

FRANK E. ELLIS

Frank E. Ellis was born in Birmingham, Alabama, June 19, 1908, but before he entered grammer school his parents moved to Spruce Pine, N. C. He finished grammer school at Spruce Pine, and was later graduated from Harris High School, Spruce Pine, in 1926.

In 1926, Mr. Ellis commenced work for his father, Ed Ellis, who was operating as the Mayland Motor Company. Mr. Frank was an automobile mechanic and salesman for his father, in which capacity he work until 1940.

In 1940 Frank's father incorporated the Mayland Motor Company at which time Mr. Frank Ellis purchased stock and was elected secty-treas. for the Corporation, in which capacity he has served since that date.

In addition to his business interests in the Mayland Motor Company, Mr. Ellis' mining experience is as follows:

1942 - 1945	One of three partners in the partnership of E. A. Ellis, Frank E. Ellis and B. G. Thomas, Charles Robinson Mine on the property of E. A. Ellis and Frank E. Ellis.
1942 - 1943	E. A. Ellis and Frank E. Ellis, Little Hawk Mine owned by Ashville Mica Company located approximately 15 miles northeast of Spruce Pine.
1942 - 1945	One of three partners in the partnership of E. A. Ellis, Frank E. Ellis and B. G. Thomas in the operation of "No. 12" Mine on the property of the Bailey heirs, Mitchell County, approximately 5 miles west of Spruce Pine.

* * * * * *

References:

Bill Lee, Cashier,
Northwestern Bank, Spruce Pine, N. C.
F. H. Robbins, President
Robbins Knitting Co., Spruce Pine, N. C.
Carroll Rogers, General Manager,
Feldspar Flotation Co., Spruce Pine, N. C.

FLETCHER O. PHILLIPS

Fletcher O. Phillips is 46 years old, a native of the Spruce Pine area, and has lived in that mining district most of his life.

He has 26 years of mining experience, and at present is mining mica and feldspar on a commercially profitable basis in the Dogwood Flat near Yellow Mountain in the Spruce Pine area. This mine is presently producing one thousand pounds of mica of punch or better quality per week and approximately seventy-five tons of feldspar.

During World War II, Mr. Phillips was one of three partners in the mica fabricating plant of "Carpenter and Phillips Mica Company" which employed from 90 to 180 persons. One of his duties was to purchase mica for fabricating. That experience has thoroughly schooled Mr. Phillips in appraising and grading blocks and sheets of mica.

His two years mining education at North Carolina State College is one of his greatest assets in that it helps him to evaluate out croppings and to follow "leads" once mining operations have commenced.

His past employment record is as follows:

Bennidict Coal Co.	St. Charles, Va.	1927 - 1928
Mining School	State College, N. C.	1928 - 1930
Bennidict Coal Co.	St. Charles, Va.	1930 - 1932
Hoot Owl Mine	Spruce Pine, N. C.	1934 - 1936
Mining for self	Spruce Pine, N. C.	1936 - 1941
Carpenter & Phillips Mica Co. (partner)	Spruce Pine, N. C.	1941 - 1945

* * * * * *

References:

Mr. Ernest Poteat, Cashier,
Northwestern Bank, Bakersville, N. C.
Mr. Roy Welds, Manager,
Harris Clay Co., Spruce Pine, N. C.
Mr. J. P. McKinney, Mine Manager,
United Feldspar & Minerals, Spruce Pine, N. C.

MINING LEASE

State of North Carolina Mitchell County:

This indenture made this 11 day of July, 1951

between Mayland Motor Co.

of _____ County and State of North Carolina, as party of the

first part, and known as lessor___, and Cook Mining Co.

of Mitchell County and State of North Carolina, party of the

second part and known as lessee.

WITNESSETH, That the part____ of the first part in consideration of One Dollar in hand received and hereby acknowledged by the lessor___, 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 on a poplar tree at the Branch, Marion Cooks corner and runs N 63° W with old line 26 poles to a Red Oak in Bailey's line: thence N 28° W 100 poles to a Black gum, thence S 63° E with the old line 128 poles to a stake in old line: thence S 1½° W 51 poles to a small Black Oak, Marion Cook's corner: thence N 63° W with said Cook line 76 poles to a Black Pine and Locus thence N 76° W 18 poles and 17 links to a Poplar at the head of a branch; thence down the branch and with its meander 40 poles to a Spruce Pine at the mouth of said branch: thence up the large branch and with its meander 31½ poles to the Beginning containing 56 acres, more or less: being the Sarah Cook land from Hattie Wiseman recorded Registrar of Deeds of Mitchell County Book 76 page 441.

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 conditions 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 operations 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 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 **one eighth (1/8) on all mica and 50¢ per ton (2240 lbs)**

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 part___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 eastate described and set forth in this lease for a total purchase price of $ **No Option** , 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 that 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:

/s/ Mayland Motor Co. (Seal)

/s/ F. O. Phillips

/s/ E. A. Ellis (Seal)

/s/ F. E. Ellis, Secty-Treas. (Seal)

NORTH CAROLINA, Mitchell COUNTY:

The execution of the foregoing instrument was this day acknowledged before me by E. A. Ellis and Frank E. Ellis the grantor___ for the purposes therein expressed. Let the same, with this certificate, be registered. This 11 day of July, 1951.

/s/ Tess Burleson
Notary Public
My Commission Expires: 1-17-52

******

NORTH CAROLINA, _____ COUNTY:

I, _____, do certify that _____ and _____, his wife personally appeared before me this day, and acknowledged the execution of the annexed mining lease and the said _____ being by me privately examined separate and apart from her said husband, touching her voluntary execution of the same; doth state that she signed the same free and voluntarily, without fear or compulsion of her said husband, or of any other person, and that she doth still voluntarily assent thereto. This _____ day of _____, 1951.

_____

_____

******

NORTH CAROLINA, _____ COUNTY:

The foregoing certificate of _____ of _____ County is adjudged to be correct and sufficient. Let the instrument, with the certificate be registered.

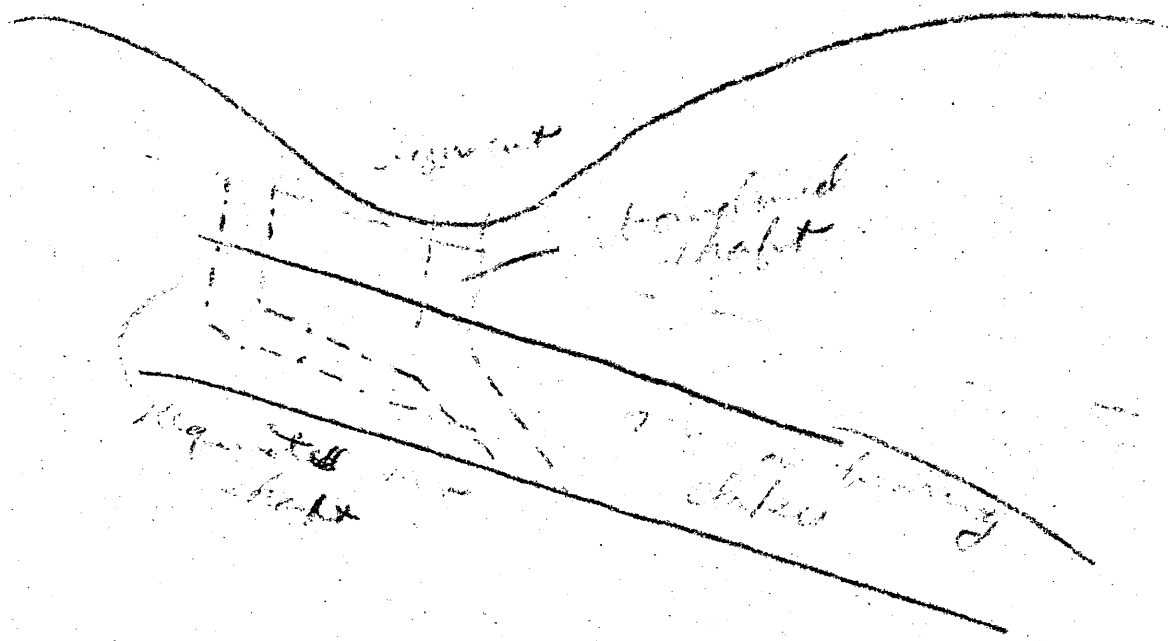
Witness my hand and official seal, this _____ day of _____, 1951.

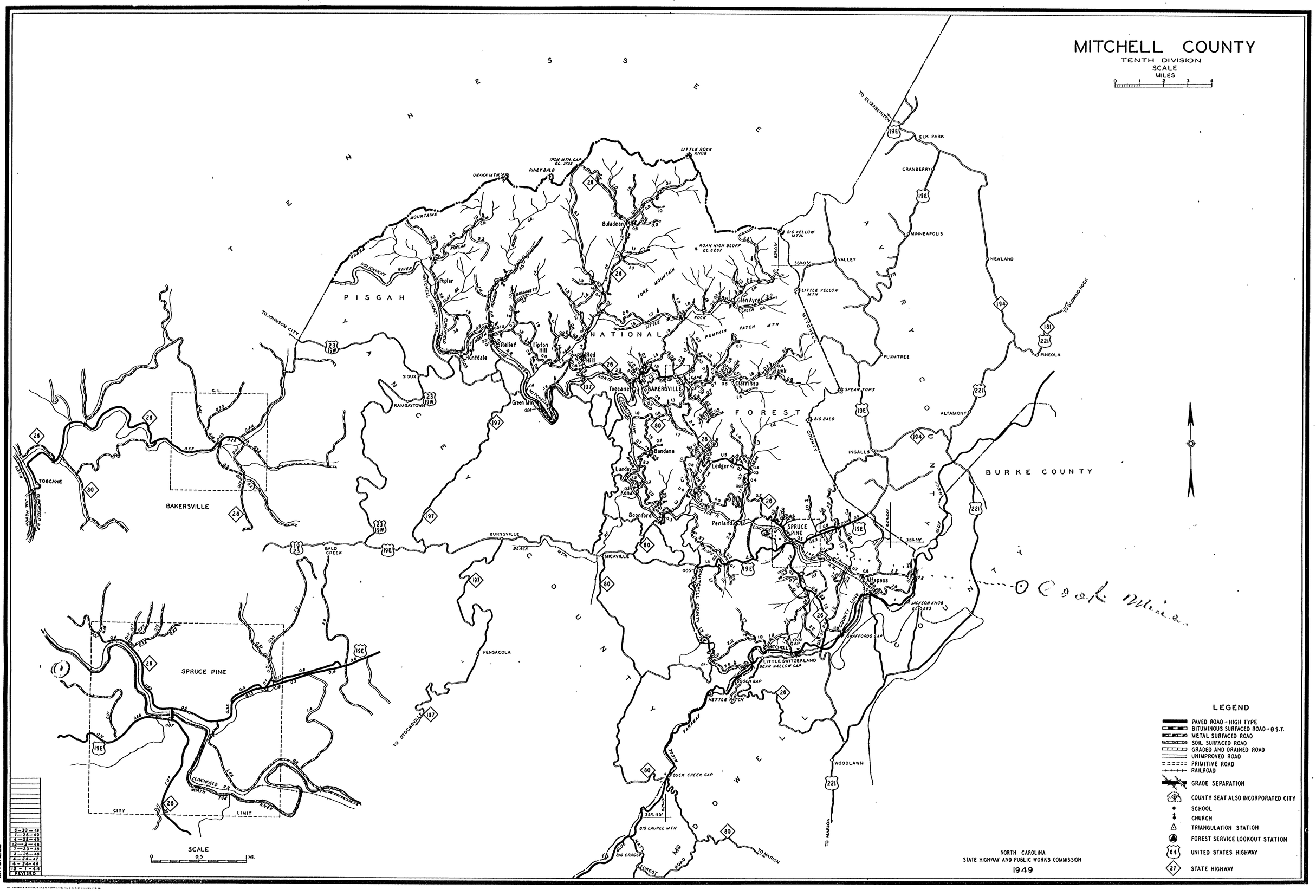
_____
Clerk Superior Court

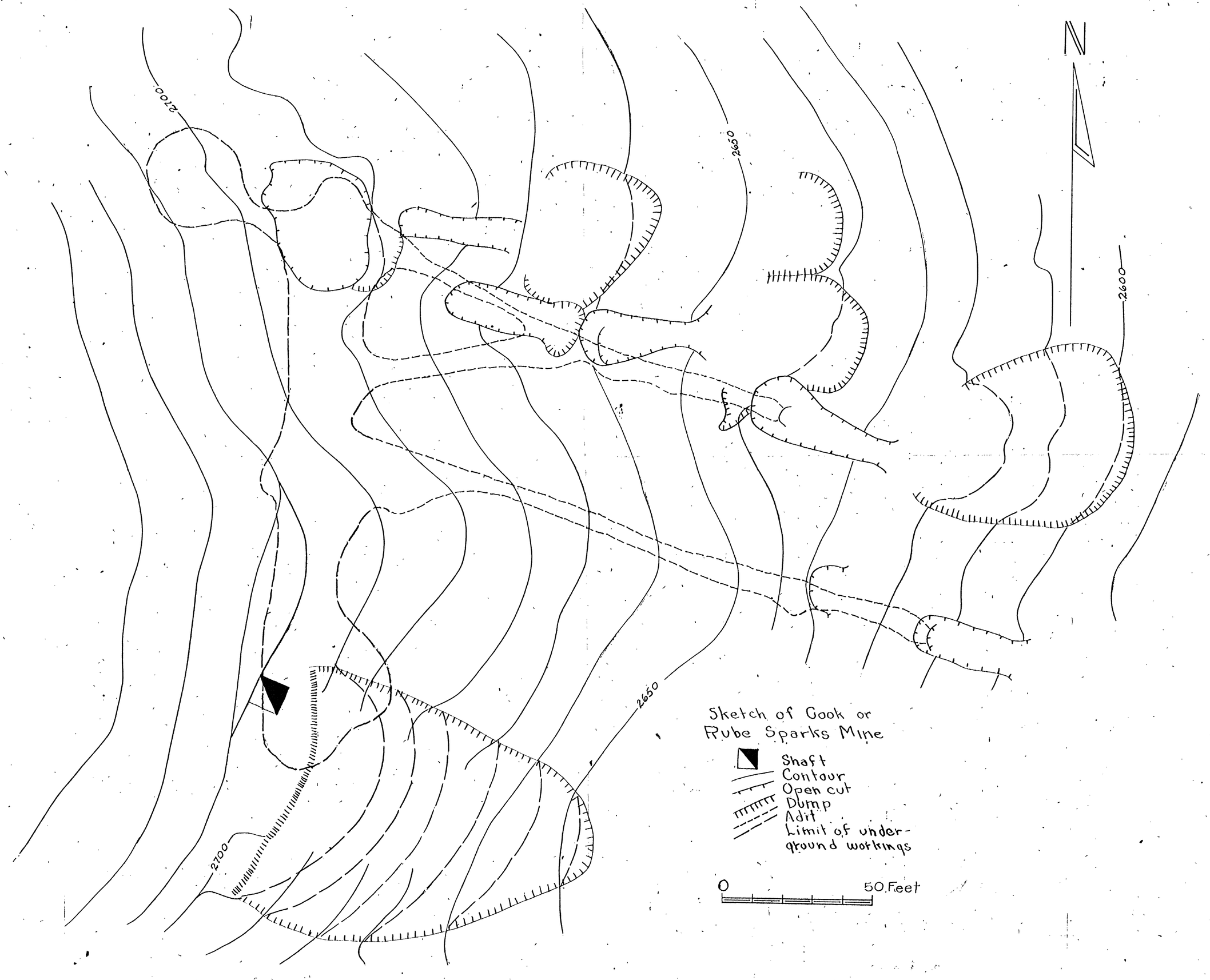
HIGHWAY MAP SHOWING CONDITION OF ROADS

and location of mine site relative to Spruce Pine and other towns in its vicinity, distance from railroads, etc is attached to the original application at Exhibit F.

Cook Mine




MITCHELL COUNTY
TENTH DIVISION
SCALE
MILES
0 1 2 3 4
PISGAH
NATIONAL
FOREST
BURKE COUNTY
TO ELIZABETHTON
ELK PARK
CRANBERRY
MINNEAPOLIS
NEWLAND
VALLEY
PLUMTREE
PINEOLA
TO BLOWING ROCK
ALTAMONT
INGALLS
SPEAR TOPS
BIG BALD
BIG YELLOW MTN.
LITTLE YELLOW MTN
ROAN HIGH BLUFF EL. 6267
LITTLE ROCK KNOB
IRON MTN. GAP EL. 3725
PINEY BALD
UNAKA MTN.
UNAKA MOUNTAINS
KOLOCHUCKY RIVER
POPLAR
Poplar
MITCHELL COUNTY LINE
TO JOHNSON CITY
SIOUX
RAMSAYTOWN
Huntdale
Relief
Tipton Hill
Red Hill
Green Mtn
Buladean
FORK MOUNTAIN
LITTLE ROCK
PUMPKIN
PATCH MTN
Glen Ayre
GREEN CR.
Hawk
Clarissa
Toecane
BAKERSVILLE
Bandana
Lunday
Ledger
Boonford
Penland
SPRUCE PINE
McCAVILLE
BURNSVILLE
BALD CREEK
BLACK MTN.
PENSACOLA
TO STOCKSVILLE
Altapass
JACKSON KNOB EL. 2933
SHAFFORDS GAP
LITTLE SWITZERLAND
BEAR WALLOW GAP
LOCK GAP
KETTLE GAP
BUCK CREEK GAP
BIG LAUREL MTN
BIG CRAGGY
WOODLAWN
TO MARION
TOECANE
BAKERSVILLE
SPRUCE PINE
CLINCHFIELD R.R.
NORTH FOR RIVER
CITY LIMIT
SCALE
0 .5 MI.
LEGEND
PAVED ROAD - HIGH TYPE
BITUMINOUS SURFACED ROAD - B.S.T.
METAL SURFACED ROAD
SOIL SURFACED ROAD
GRADED AND DRAINED ROAD
UNIMPROVED ROAD
PRIMITIVE ROAD
RAILROAD
GRADE SEPARATION
COUNTY SEAT ALSO INCORPORATED CITY
SCHOOL
CHURCH
TRIANGULATION STATION
FOREST SERVICE LOOKOUT STATION
UNITED STATES HIGHWAY
STATE HIGHWAY
NORTH CAROLINA
STATE HIGHWAY AND PUBLIC WORKS COMMISSION
1949
6-30-49
1-28-49
4-28-49
12-2-43
1-29-48
2-26-48
4-24-47
4-24-46
12-1-45
REVISED
MITCHELL


N
2600
2650
2700
2700
2650
Sketch of Cook or
Rube Sparks Mine
Shaft
Contour
Open cut
Dump
Adit
Limit of under-
ground workings
0
50 Feet