Docket Copy
mica

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 23 1953

Distance
1/30/53
Hollbrand

TERMINATION OF EXPLORATION PROJECT CONTRACT BY AGREEMENT
AFTER COMMENCEMENT BUT BEFORE COMPLETION OF THE WORK

It is agreed this 15 day of January, 1953, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and W. HARLEY ROPER, hereinafter called the "Operator," parties to that certain Exploration Project Contract I-dm-E 433, Docket No. DMEA-2620, dated October 30 - 1952, that the said contract shall be and is hereby terminated as of the first date above written.

Any work prosecuted or costs incurred by the Operator after the date first above written shall be for the sole account of the Operator, except for (a) such necessary and reasonable costs and expenses as may be incurred in preserving and disposing of any facilities, buildings, fixtures, equipment, or other items, to the cost of which the Government has contributed and in which the Government has an equity, and (b) the costs of any reports, accounts, and winding-up and settlement actions provided for in the contract.

The undersigned Operator hereby releases and agrees to save harmless the Government from all claims and demands under or arising out of said Exploration Project Contract, except as herein expressly otherwise provided.

Witness the following signatures as of the day and year first above written.

UNITED STATES OF AMERICA

By Robert A. Laurence EXECUTIVE OFFICER
DIVISION VII

W. Harley Roper
(Operator)

By _____

18262-1

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
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MF-200 (A)
(February 1952)

DOCKET NO. DMEA 2620

COMMODITY Mica

Docket Copy

IDM-E 433

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

EXPLORATION PROJECT CONTRACT[1]

(Short Form)

Aas

IT IS AGREED this 30th day of October, 1952, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] W. Harley Roper
Franklin
North Carolina

hereinafter called the "Operator," as follows:

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

ARTICLE 2. *Operator's property rights.*—With respect to the mineral rights in that certain land situated in the State of North Carolina, County of Macon, described as follows:[3] Being that part of lands held by Operator under lease from Margaret B. McGuire dated October 19, 1949, recorded in office of Registrar of Deeds for Macon County, in Book X-5, page 207, BEGINNING at intersection of Bruce and Wallace Roads, running westerly with Bruce Road 500 yards, thence northerly to Wallace Road, thence southeast with said road to the point of BEGINNING, consisting of 10 acres more or less, the Operator represents and undertakes:

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

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

ARTICLE 3. *Exploration project.*—The Operator, within 30 days from the date of this contract shall commence work on a project of exploration for[5] strategic mica

in or upon the described land; and shall bring the project to completion within a period of 4 months from the date of this contract. The work to be performed is more fully described in Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, are made a part of this contract. The Government will contribute to the cost of this work as hereafter provided. The work shall be performed by the Operator or by independent contractor or contractors efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for workmen's compensation and employers' liability insurance, with suitable and adequate equipment, materials, and labor, to bring the project to completion within the time fixed. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

ARTICLE 4. *Costs of the project.*—The agreed, estimated costs of performing the work, expressed in terms of units of work to be performed (per foot of drifting, per foot of drilling, per cubic yard of material to be moved, etc.) are set forth in Exhibit "A," attached hereto. The Government will pay 90 percent of these agreed, estimated costs, as they accrue, for units of work actually performed that conform with the description or specifications for the work set forth in this contract, in an aggregate total amount not in excess of $3,600.00, which is 90 percent of $4,000.00 the agreed, estimated total cost of the project in which the Government will participate: *Provided,* That until the Operator's final report and final accounting have been rendered to the Government and any final check or auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract. The Government may, as it sees fit, make payments direct to the Operator's independent contractors, if any, for the account of the Operator, rather than to the Operator.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7. *Assignment, transfer, or loss of Operator's interest.*—Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder. The Operator shall not make any voluntary nor permit any involuntary transfer or conveyance of the Operator's rights in the land described in Article 2, without making suitable provision for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof; *Provided,* that mere failure by the Operator to maintain the Operator's rights in the land, without any consideration running to the Operator other than relief from the cost of maintaining such rights (as by surrender of a leasehold, failure to perform assessment work, or failure to exercise an option), coupled with complete abandonment by the Operator of all interest in or operations on the land for a period of 10 years from the date of this contract, shall not constitute such a transfer or conveyance. Should the Operator make or permit any transfer or conveyance in violation of this provision, the Operator shall be and remain liable for payment to the Government of the same amounts, at the same times, as would have been paid under the terms of the percentage royalty on production. If for any reason the net smelter returns, net concentrator returns, or other net amounts realized from the sale or other disposition of such production are not available as a means of measuring the amount of the Operator's liability, the amount thereof shall be estimated as well as may be, and in the event of dispute as to such estimates, the determination thereof by the Administrator of Defense Minerals Exploration Administration or by his successor shall be final and binding upon the Operator.

ARTICLE 8. *Termination and completion.*—The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if, in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worth while discovery and in the opinion of the Government further operations are not justified.

ARTICLE 9. *Changes and added provisions* _____

_____

_____

_____

_____

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

W. Harley Roper
(Operator)

By W Harley Roper

By C. Whitehead
Administrator, Defense Minerals Exploration Administration

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

_____ [CORPORATE SEAL]

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

EXPLORATION PROJECT CONTRACT
W. HARLEY ROPER
DOCKET NO. DMEA-2620

EXHIBIT "A"

Description of the Work

At a location on the land referred to in Article 2 and at an inclination to be specified by the Government, sink a 5' x 7' inclined shaft on the pegmatite to an inclined depth of 50 feet below its collar and drive a drift 5' x 7' in cross section 50 feet along the pegmatite from the shaft bottom.

Agreed Estimated Costs

50' inclined shaft @ $45/ft.	$2,250.00	
50' drift @ $35/ft.	1,750.00	
Total Cost of Project		$4,000.00
Government Participation @ 90%		$3,600.00

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of NORTH CAROLINA, County of MACON, described as follows:1/ ~~The that part of lands held by W. H. Roper under lease from Margaret B. McGuire dated October 10, 1949, recorded in Book 2-5, page 207, BEGINNING at intersection of Bruce and Wallace Roads, running southerly with Bruce Road 500 yards, thence northerly to Wallace Road, thence southeast with said road to the point of BEGINNING. Consisting of 10 acres, more or less~~

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

2/ G. HARLEY ROSS
FRANKLIN, N. C.

hereinafter called the "Operator"; and

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

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 5,000.00, or ten years have elapsed from the date of the contract.

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

Dated this _____ day of _____, 195 ___.

Margaret B. McGuire [Seal]

_____ [Seal]

_____ [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

DMA Form

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMEA ~~DMA~~ Docket No. 2620

DO NOT DETACH THIS SLIP

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

This document has been recorded as

EXPLORATION PROJECT

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

Copies to USBM, USGS, and Region VII.

To:	Code 600, Rm. 4637	Date	7-21-52
To:	Hearne	Date	7/22/52
To:	Op Com	Date	8-29-52
To:	Op Com	Date	10-24-52
To:		Date	
To:		Date	
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DO NOT DETACH

CONTROLLED DOCUMENT

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

January 23, 1953

Memorandum

To: Operating Committee, D M E A- Washington

From: Field Team, D M EA, Region 7

Subject: Final Report on DMEA-2620, Idn-E 433 (mica) Roper-Ray Mine.

Transmitted here with are four copies of the above subject report. The Field Team concurs in the denial of certification of this exploration.

Robert A. Laurence,
Executive Officer, DMEA-Reg.7

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

case
1-26

Reviewed by
DMEA OPERATING COMMITTEE
1-30-53
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT

DMEA-2620, ROPER-RAY MINE
(mica)
Macon County, N. C.

By

Kefton H. Teague, Geologist
U. S. Geological Survey
-
-
Lawrence E. Shirley, Mining Engineer
U. S. Bureau of Mines

January 23, 1953

Reviewed by
DMEA OPERATING COMMITTEE
1-30-53
(date)

FINAL REPORT
On
ROPER-RAY MINE, (mica)

DMEA-Docket No. 2620, Idm-E433
Operator: W. Harley Roper, Franklin, N.C.

The Roper-Ray mica mine is located near the headwaters of Wallace Branch, 3.4 airline miles and 4.5 miles by road due west of Franklin, Macon County, North Carolina.

This project was terminated by mutual consent on January 15, 1953, because it became apparent that no worthwhile deposit of strategic mica would be found. No certification of discovery should be issued.

This project was designed to explore a pegmatite which strikes N. 50° E, dipping near vertical, and where exposed on the outcrop has a thickness of 7 feet. A shaft 23.5 feet deep was sunk on the pegmatite. At about the 10-foot level the quartz core pinched out and at 17 feet there was no evidence of pegmatite at all. From the 17 to 23.5-foot level only decomposed mica gneiss was encountered. It is apparent that the pegmatite on which this shaft was sunk is a small lens-like pod, with limited lateral and vertical extent. The field examiners are in full accord with the Operator in that there is no possibility of finding a worthwhile deposit of strategic mica at this place.

The project began November 17, 1952, and was terminated by mutual consent on January 15, 1953.

Expenditures:

(a)	Total Approved	$4,000.00
(b)	Total Cost of project	1,057.00
(c)	Government's share of cost	951.75
(d)	Government's share unexpended	2,648.25
(e)	Value of proudction during operation -	None

The operation was conducted in a competent and efficient manner.

No equipment or facilities were purchased under this contract, thus there is no salvage.

January 23, 1953

Kefton H. Teague, USGS

L. E. Shirley, USBM

zm

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 23 1953

January 21,1953

Memorandum

To: Operating Committee, D M E A- Washington

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

Subject: DMEA-2620, Idm-E433 (mica) W. Harley Roper. Termination of Contract.

Enclosed herewith are 3 signed copies of the agreement of termination on the subject exploration contract. The pegmatite has pinched out in the bottom of the shaft and it is obvious that there is no probability of a discovery resulting from further work. Operator is in full agreement with this.

Final voucher and reports will be sent in as soon as they are received.

Robert A. Laurence
Robert A. Laurence, Executive Officer
Executive Officer, DMEA Field Team.

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

RECEIVED
JAN 28 1953
GENERAL COUNSEL
DEFENSE MINERALS
ADMINISTRATION

1/23/53

2620

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 31 1952

INTERIM REPORT

DMEA-2620 Idm-E433 (mica) ROPER-RAY MINE

OPERATOR: W. Harley Roper, Franklin, North Carolina

LOCATION: Near the headwaters of Wallace Branch, 3.4 airline miles and 4.5 miles by road due west of Franklin, Macon County, North Carolina.

W. Harley Roper and Mr. Patton accompanied the field examiner on this trip to the mine. The shaft, at time work ceased, was down to 23½ feet. Since that time it has filled at least 1 foot. Only 7½ feet of shafting was accomplished in the last two weeks of work. Operator stated that after passing through a narrow pegmatite stringer, liquified clay and silt and water was encountered. Extreme difficulty was experienced in trying to handle this muck and very little progress was made. Mr. Roper is of the opinion that this clay and silt condition is prevalent for at least 30 to 40 feet.

As a result of the above conditions, coupled with the fact that the operator suffers frequent illness, it is suggested by the operator that this project be discontinued.

What do you think? Might not blow contract.

L. E. Shirley

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

December 19, 1952

INTERIM REPORT

DMEA-2620, Idm-E433 (mica) ROPER-RAY MINE

Operator: W. Harley Roper, Franklin, N.C.

Location: Near the headwaters of Wallace Branch, 3.4 miles airline and 4.5 miles by road due west of Franklin, Macon County, N. C.

This project commenced on November 17, 1952. Work in progress at the time of the visit consisted of preparing the shaft for sinking the incline.

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

November 17, 1952

FILE COPY
SURNAME:

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

OCT 30 1952

Hearne
Houk
Fallert

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

Subject: Docket No. DMEA-2620 - Mica
W. Harley Roper
Macon County, North Carolina

Dear Mr. Laurence:

Please find herewith the original and five copies of a contract covering the subject exploration project which have been signed by this office for the Government with register number and effective date as shown.

If the contract meets with your approval, present it to the operator for his approval and signature. If any provisions are unsatisfactory to the operator, return all copies to this office along with suggested changes for consideration.

After signing of the contract, one copy is to be given to the operator, one copy retained for your files, one copy for the Regional Finance Officer, and the remaining copies, including the original, are to be returned to this office as soon as possible.

10-30-52

Sincerely yours,

(signed) FRANK E. JOHNSON
(FE)

Chairman, Operating Committee

Approved:

Charles N. Merrill (JHB)
Member, Bureau of Mines

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

LFHearne:gad 10/23/52
Copy to: Adm. R. File
Docket File
Operating Committee (2)
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Houk

Enclosures 7

P.S. The enclosed map from the Field Team report is not included in Exhibit "A" because the shaft location has been changed from the footwall to the pegmatite.

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

October 23, 1952

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Review of Docket No. DMEA-2620 - Mica
W. Harley Roper
Roper- Ray Mine
Franklin, North Carolina

7/18/52 Received application dated July 16, 1952.
7/22/52 USGS memo recommends field investigation.
7/25/52 USBM memo recommends field investigation.
8/29/52 Referred to Region VII for investigation
9/22/52 Received report of field examination dated Sept. 11,1952.
9/26/52 Requested applicant to have "Owner's Consent to Lien" increased to $5,000.
9/29/52 USGS memorandum suggests following Field Team's recommendation.
10/7/52 USBM memorandum concurs in Field Team's recommendation.
10/16/52 Memorandum from Region VII states that either an inclined shaft on the pegmatite or a vertical shaft in the footwall will be acceptable.

Laurance F. Hearne

Laurance F. Hearne
Nonmetallic Minerals Division

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

Room 13, Post Office Building
Knoxville, Tennessee

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 16 1952

October 13, 1952

To: L. G. Houk, Chief, Non-Metallic Minerals Division
Thru: Operating Committee, DMEA

From: Field Team, DMEA - Region 7

Subject: Exploration Program, DMEA-2620 (mica) W. Harley Roper Applicant. Macon Co., N.C.

The possibility of changing the proposed exploration program at this prospect, discussed on October 8, 1952, in a telephone conversation has been reviewed by the Field Team.

The main reason for recommending a vertical shaft in place of an inclined shaft down the pegmatite was the possibility of utilizing the exploration shaft for mining at the completion of exploration. There is no assurance that the dip of the pegmatite is uniform, thus the incline will likely roll, making for poor hoisting of muck. From past experience, it is evident that, should a discovery result from this project, future mining would utilize the available openings, with no regards to the possible efficiency of methods involved.

It is true that the inclined shaft on the pegmatite would involve a possible savings of $1400 on the estimated cost of the project. Also, the character of the pegmatite could be determined for the entire length of the incline, whereas, with the vertical shaft only the 25-foot and 50-foot levels could be examined.

It is apparent from the foregoing statements that the Field Team has no special preference for the two possible approaches to the exploration. The objectives are the same in both programs.

Wm. A. Beck

Wm. A. Beck, Acting Executive Officer
DMEA- Region 7

K. H. Teague

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

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

OCT 8 1952

October 7, 1952

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2620, Mica, Roper-Ray Mine, Macon County, Franklin, North Carolina

I concur in the field team's recommendation for an exploration program in the amount of $5,400.

W. F. Dietrich

W. F. Dietrich

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 3 1952

SEP 26 1952

Mr. W. Harley Roper
General Delivery
Franklin, North Carolina

Subject: Docket No. DMEA-2620 - Mica
W. Harley Roper
Roper-Ray Mine
Macon County, North Carolina

Dear Mr. Roper:

Reference is made to the above-captioned application.

Since the estimated total cost of the proposed project is being increased to $5,400.00, of which the Government's share would be $4,860.00, the Owner's Consent to Lien forms in the amount of $4,000.00, which were forwarded by Mr. Siersma under date of August 15, 1952, are insufficient. It is, therefore, requested that the consent be raised to $5,000.00 and eight copies thereof are enclosed for the owner's signature. Please retain one signed copy, give one to the owner, and return the remaining six to this office.

Sincerely yours,

Lawrence G. Houk

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

Enclosures 8

IN REPLY REFER TO:

G-MD-CNM

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

Mrs Hearnes

September 29, 1952

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 30 1952

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2620 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: R. E. Van Alstine, U. S. Geological Survey
Applicant: W. Harley Roper, Franklin, North Carolina
Name of property: Roper-Ray mine
Location of property: Near head waters of Wallace Branch, 3.4 airline miles and 4.5 miles by road due west of Franklin, Macon County, North Carolina.
Date of field team report: September 19, 1952
Authorship of field team report: K. H. Teague, A. L. Peyton, L. E. Shirley
Field team's recommendation: Approve modified exploration proposal (50-foot shaft, 15-foot crosscut at 25-foot level, 25-foot crosscut at 50-foot level, 50-feet of drifting on 50-foot level).
Comments:

If pegmatite dips steeply northwest, as stated on page 2 of report, the proposed drifting on the 50-foot level, as indicated on the sketch map, should be shown northwest, not southeast, of the pegmatite as mapped. Specify whether shaft is to be vertical or inclined?

ACTION SUGGESTED:

Follow field team's recommendation.

R. E. Van Alstine

R. E. Van Alstine

FILE COPY
SURNAME:

Hearne
Houk
RJ

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

SEP 26 1952

Mr. W. Harley Roper
General Delivery
Franklin, North Carolina

Subject: Docket No. DMEA-2620 - Mica
W. Harley Roper
Roper-Ray Mine
Macon County, North Carolina

Dear Mr. Roper:

Reference is made to the above-captioned application.

Since the estimated total cost of the proposed project is being increased to $5,400.00, of which the Government's share would be $4,860.00, the Owner's Consent to Lien forms in the amount of $4,000.00, which were forwarded by Mr. Sierma under date of August 15, 1952, are insufficient. It is, therefore, requested that the consent be raised to $5,000.00 and eight copies thereof are enclosed for the owner's signature. Please retain one signed copy, give one to the owner, and return the remaining six to this office.

Sincerely yours,

Signed

L.H. 9-26-52

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

Enclosures 8

LHearne:gad 9/25/52

Copy to: Admin. Reading File
Docket File
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Houk
Field Team, Region VII

600

SEP 2 6 1952

Mr. W. Harley Roper
General Delivery
Franklin, North Carolina

Subject: Docket No. DMEA-2620 - Miss W. Harley Roper
Roper-Ray Mine
Macon County, North Carolina

Dear Mr. Roper:

Reference is made to the above-captioned application.

Since the estimated total cost of the proposed project is being increased to $5,400.00, of which the Government's share would be $4,860.00, the Owner's Consent to Lien forms in the amount of $4,000.00, which were forwarded by Mr. Sierema under date of August 15, 1952, are insufficient. It is, therefore, requested that the consent be raised to $5,000.00 and eight copies thereof are enclosed for the owner's signature. Please retain one signed copy, give one to the owner, and return the remaining six to this office.

Sincerely yours,

Signed

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

Enclosures 8

LHearne:gad 9/25/52

Copy to: Admin. Reading File
Docket File
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Houk
Field Team, Region VII

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

Room 13, Post Office Building
Knoxville 2, Tennessee

SEP 22 1952

September 19, 1952

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region 7, Knoxville, Tennessee

Subject: Field Examination Report, DMEA-2620 (mica) W. Harley Roper, applicant

Enclosed herewith are 4 copies of the Field Examination report on the subject application, and 6 extra copies of the map.

The Field Team concurs in the recommendation for exploration on this pegmatite.

Attention is directed to the fifth paragraph of the report, concerning the indefinite wording of the lease with respect to renewal.

Robert A. Laurence

R. A. Laurence,
Executive Officer, DMEA
Region 7

Wm A Beck

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

SEP 22 1952

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

DMEA-2620, ROPER-RAY MINE (mica)

Applicant: W. Harley Roper, Franklin, N. C.

By

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

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

September 19, 1952

Field Examination Report on

DMEA-2620, Roper-Ray Mine, (Mica)

Applicant: W. Harley Roper, Franklin, N. C.

A 7-foot pegmatite has been slightly prospected at this place. Books of mica up to 6 inches in diameter and weighing up to six pounds were recovered from a shallow pit recently. The Field Team believes that the exposures warrent exploration and recommend the following program:

50-foot shaft in footwall @ $45/ft.	$2250.00
15-foot crosscut at 25-foot level @ $35/ft	525.00
25-foot " at 50-foot level @$35/ft	875.00
50 feet of drifting from crosscut on 50-foot level @ $35/ft.	1750.00
Estimated total cost	$5400.00

Estimated time 75 shifts

The Field Team examined the property on September 11, 1952, accompanied by W. Harley Roper, Mr. Patton, and Mr. Coffin. Three hours were spent on the examination.

The Roper-Ray mine is near the headwaters of Wallace Branch 3.4 airline miles and 4.5 miles by road due west of Franklin, Macon County, North Carolina. The prospect is on the west bank of a small stream. Access to the property is satisfactory. This is not the Ray Cove mine, but is on the same property.

The Applicant has had a lifetime of mica mining experience.

The Applicant holds the property under lease. The lease dated October 19, 1949 is for a period of one year Next to the last paragraph of the lease agreement states "....., at the expiration of the lease, to renew it for a further period of one year upon the same terms and conditions by written notice before October 1st of the then current year; thereafter the Lessee shall have the right and upon the same terms and conditions." Does this mean that the lease can be renewed for one year periods for an indefinite time as long as the conditions of the lease are met?

There are no buildings or facilities on the property.

This property was originally prospected by Jess Ray numerous years ago by a shallow shaft and a short crosscut. Recently Roper and Patton have cut a shallow bulldozer trench in the branch bank. This

work exposed a pegmatite about 7 feet thick, striking about N. 50° E., and dipping at a steep angle to the northwest.

The pegmatite is zoned, consisting of a medial core of massive milky quartz and feldspathic pegmatite on both sides of the core. The feldspathic portion of the pegmatite is weathered.

Wall rock appears to be conformable to the pegmatite. It is a granitized hornblende gneiss, weathered in part, but with numerous unweathered bands.

The program proposed by the Applicant of bulldozing and benching is unacceptable. The rocks are too hard to cut successfully with a bulldozer and the open cut operation would be unsafe because of a high bank of semi weathered country rock on the north side of the pegmatite exposure. A program of shaft sinking, crosscutting and drifts was discussed with the applicant and he is agreeable to the program.

The mica at this place occurs frozen to the handing wall side of the quartz core.. It is hard, flat, free-splitting ruby colored mica. A small number of the books examined contained a few scattered black (biotite ?) spots. It would appear that considerable strategic mica may be found at this place.

The Field Team recommends that a shaft be sunk on the property at approximately the position shown on the attached map. This position is on the footwall of the pegmatite because of the high bank to the north which appears unstable. When the shaft is to 25 feet, a crosscut should be driven northwestward to and through the pegmatite to determine its characteristics. If the mica content if favorable the shaft should then be deepened to 50 feet and a crosscut driven to the pegmatite. Drifts should then be driven on the pegmatite.

Estimates of cost, time required, and extent of project are given in the first part of this report.

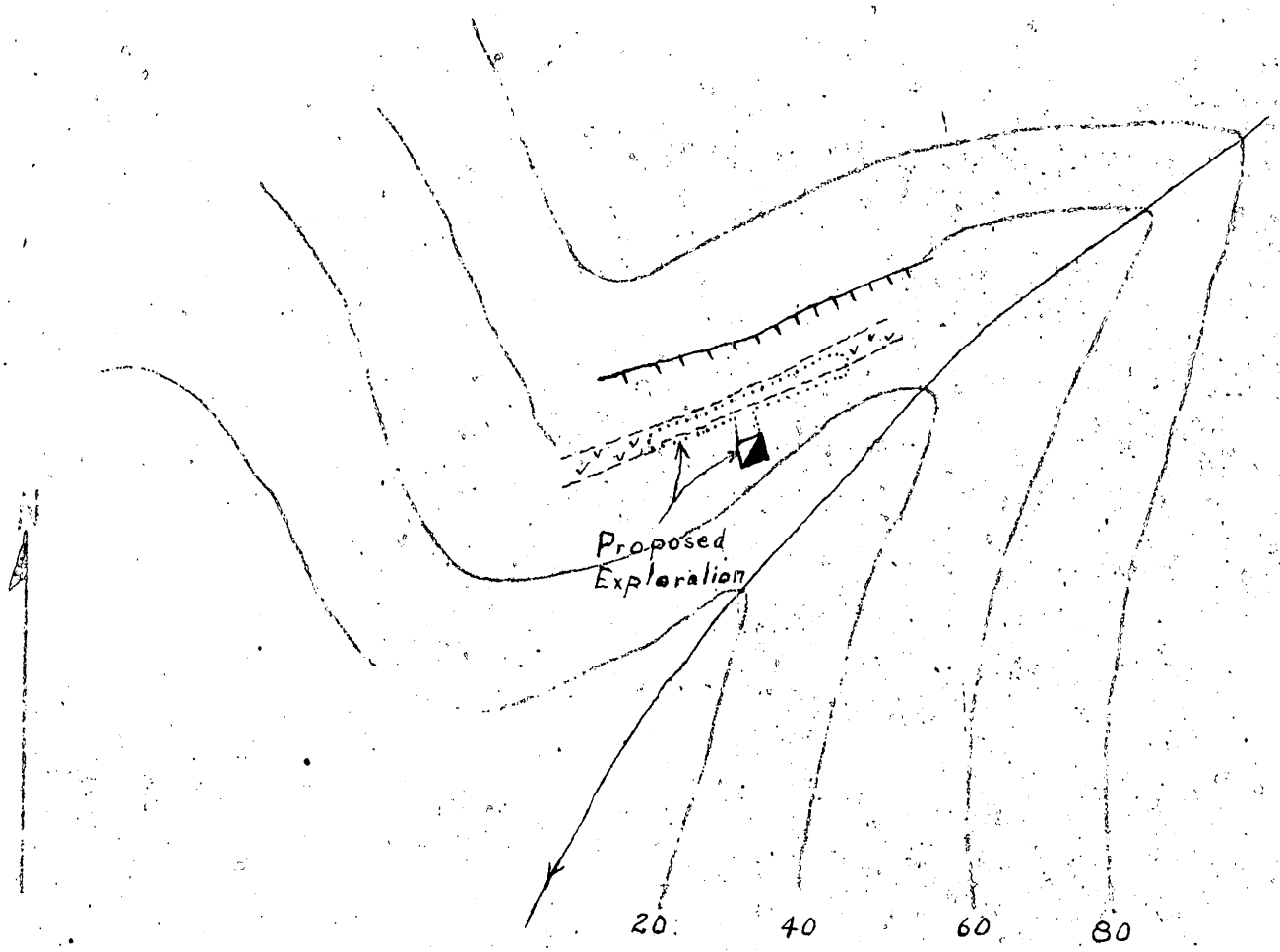
September 11, 1952.

K. H. Teague, USGS

A. L. Peyton, USBM

L. E. Shirley, USBM

zm



Sketch of
Roper - Ray Mine
Macon Co., N.C.

0 40' 80'
Scale

DMEA-2620 (mica)

FILE COPY
SURNAME:

Hearne
Houk

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

AUG 29 1952

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

Subject: Docket No. DMEA-2620 - Mica
Roper-Ray Mine
Mason County, North Carolina

Dear Mr. Laurence:

It is requested that a Field Team examination be made in connection with the subject application.

Pertinent memoranda from the U. S. Geological Survey and the Bureau of Mines are enclosed.

Possibly the proposed work could be altered somewhat, in order to make it more definitely an exploration project.

Sincerely yours,

ACTING W. F. Keller (JB)
Chairman, Operating Committee

J.N. 8-29-52

Approved:

C. N. Johnson (JB)
Member, Bureau of Mines

D. W. Lemmon (JB)
Member, Geological Survey

LFHearne:gad 8/27/52

Copy to: Admin. Reading File
Docket File
Operating Committee (2)
Mr. Norton, G-232 GSA Bldg.
Mr. Dietrich, 3526
Mr. Houk

Enclosures: 2

FILE COPY
SURNAME:

Hearne
Hook
Lemmon
Miller

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

AUG 29 1952

Mr. W. Harley Roper
General Delivery
Franklin, North Carolina

Subject: Docket No. DMEA-2620 - Mica
Roper-Ray Mine
Macon County, North Carolina

Dear Mr. Roper:

Your application is being referred to Mr. Robert A. Laurence, Executive Officer, DMEA Field Team, Region VII, Room 13, Post Office Building, Knoxville 2, Tennessee, for further information.

Sincerely yours,

C. O. Mittendorf (for) 8-29-52

Acting Administrator

LFHearne:gad 8/27/52

Copy to: Admin. Reading File
Operating Committee (2)
Field Team, Region VII
Mr. Norton, G-232 GSA Bldg.
Mr. Dietrich, 3526
Mr. Hook

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

Mr. Hearne.

August 25, 1952

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2620, Mic, Roper-Ray Mine, Macon County, North Carolina

No data are available in this office on subject property. It is located in a general area in which ruby mica is known to be the characteristic variety. On the basis of the applicant's description of present exposures, a field team investigation is recommended.

W. F. Dietrich

W. F. Dietrich

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
[illegible]
AUG 26 1952

IN REPLY REFER TO:
G-MD-CNM

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

July 22, 1952

Memorandum

REVIEW OF APPLICATION DMEA-2620 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: P. L. Weis, U. S. Geological Survey
Applicant: W. Harley Roper.
Name of property: Roper-Ray (Ray Cove) Mine.
Location of property: Macon County, North Carolina.
Estimated cost of project: $3,773.
Summary of applicant's proposal: To remove the weathered pegmatite by bulldozing and blasting, in a series of benches 250 to 400 feet long.
Sources of information on applicant's property: Jahns, R. H., Pegmatites of the Blue Ridge Province, North Carolina and Georgia. U. S. Geological Survey Prof. Paper (in preparation).
Comments:
1) Jahns states that the mica in this deposit is of excellent quality, but mostly in small books.
2) The applicant has described an effective method of mining the pegmatite, but the proposal hardly comes under the classification of exploration.

RECOMMENDATION:
Investigation by the field team, to work out a proper exploration plan with the applicant.

Paul L. Weis

Paul L. Weis

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
JUL 23 1952

EXPLORATION

Subject: DMEA-2620
Re: Exploration Loan
Roper-Ray Mine
July 21, 1952

Mr. W. Harley Roper
General Delivery
Franklin, North Carolina

My dear Mr. Roper:

This will acknowledge receipt of your application dated July 16, 1952, for a loan under the Defense Production Act of 1950.

Your application was assigned Docket Number DMEA-2620 and referred to the Non-Metallic Minerals Division.

Kindly refer to DMEA-2620 in any future correspondence relating to your application.

Sincerely yours,

ROBERT E. ADAMS

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

7862

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

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

Not to be filled in by applicant

Docket No. DMEA-2620
Metal or Mineral
Date Received 7-18-52
Estimated Cost
Participation (Government %)

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address:

W. HARLEY ROPER
GENERAL DELIVERY
FRANKLIN, N. C.

(*b*) If other than an individual, add to your name above whether a corporation, partnership, etc., and the name of the State in which incorporated or otherwise organized.

(*c*) If a corporation, add to above statement, titles, names and addresses of officers.

(*d*) If a partnership, add to the above statement the names and addresses of all partners.

2. *General.*—Read DMEA Order 1, "Government Aid in Defense Exploration Projects," before completing this application. Submit this application and all accompanying papers in quadruplicate (four copies), with your name and address on each sheet of the application and on all accompanying papers. Where sufficient space is not provided on the form for all required information, state it on an accompanying paper, with a reference in each case to the instruction to which it refers by number. Comply with all applicable instructions; or, if not applicable, so state. File the application with Defense Minerals Exploration Administration, Department of the Interior, Washington 25, D. C., or with the nearest field executive officer thereof.

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract Being that part of lands held by Applicant under lease from Margaret B. McGuire dated Oct. 19, 1949, recorded in Book X-5, page 207, BEGINNING at intersection of Bruce and Wallace Roads, running with Bruce Rd., westerly 500 yards then northerly to Wallace Road thence southeast with said road to point of BEGINNING.

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

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

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

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

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

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

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

(*c*) Describe the geologic features of the property, including mineralization, type of deposit (vein, bedded, etc.), and your reasons for wishing to explore. Illustrate with maps or sketches. Send with your application (but not necessarily as a part of it) any geologic or engineering report, assay maps, or other technologic information you may have, indicating on each whether you require its return to you.

(*d*) State the facts with respect to the accessibility of the project: Access roads, distances to shipping, supply and residence points.

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
JUL 18 1952

5. *The exploration project.*—(*a*) State the mineral or minerals for which you wish to explore STRATEGIC RUBY MICA

(*b*) Describe fully the proposed work, including a map or sketch of the property showing a plan (and cross sections if needed) of any present mine workings, and the location of the proposed exploration work as related to such features as contacts, veins, ore-bearing beds, etc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Money ☐ Use of equipment owned by you ☐ Other

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated JULY 16, 1952, 195...

W Harley Pope
(Applicant)

By.....

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

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

3. (b) The ROPER-RAY mine, recently named, is part of the Ray Cove mines.
(d) Copy of lease attached. Owner's Consent to Lien is being prepared and will be forwarded upon receipt of Docket No.

4. (a) Applicant has recently dozed a cut into side and exposed a vein
(b) 7 feet wide; quartz, kaolin and mica. Extracted 2 blocks of mica,
(c) hygrade ruby, weighing 5 pounds and 5½ pounds from which has been sheeted 1/2 pound of No. 3, 1 pound of No. 4 and 1 pound of No. 6; in accordance with present GSA stockpiling requirements. Considerable mica has been left in vein to be viewed on examination. A past open-cut, 8 feet deep, 10 feet wide and 200 feet long was utilized in this recent work.
The mine is easily accessable for examination.
Some little prospecting had been done years ago, in the vicinity of the present workings, but records of same are dim. Applicant reopened an old tunnel but discovered the ground too soft to hold; hence this application to explore as will be outlined.

(d) State and access road lead to the property; 4 miles NW of Franklin, supply, shipping and residence points.
(e) Power not required. All other items are available.

5. (b) Because the ground surrounding the pegmatite of this mine is soft, it presents an unusual problem for exploration or operation. It is capped over the entire surface. This must be removed and operated by a benching method; that is, to begin at the lower end of the cut, after 10 days dozing to remove the capping, and put in a series of "doby" and "pot" shots - by hand drilling - to loosen and remove the quartz, kaolin, etc., for a distance along the cut of about 25 feet and 5 feet deep. As this is removed to the dump, the mica is hand extracted. Upon completion of the first section or "bench", the same procedure must continue throughout the length of the cut and vein, 250 feet to 400 feet.

The purpose of this exploratory application is to proceed with at least 8 sections of benching or 200 feet, to establish the existence of commercial ore bodies and prepare the mine for long time operation. This method will be more fully explained by Applicant to Field Team.

(c) The work will start upon signing of contract and should be completed within 50 working days.

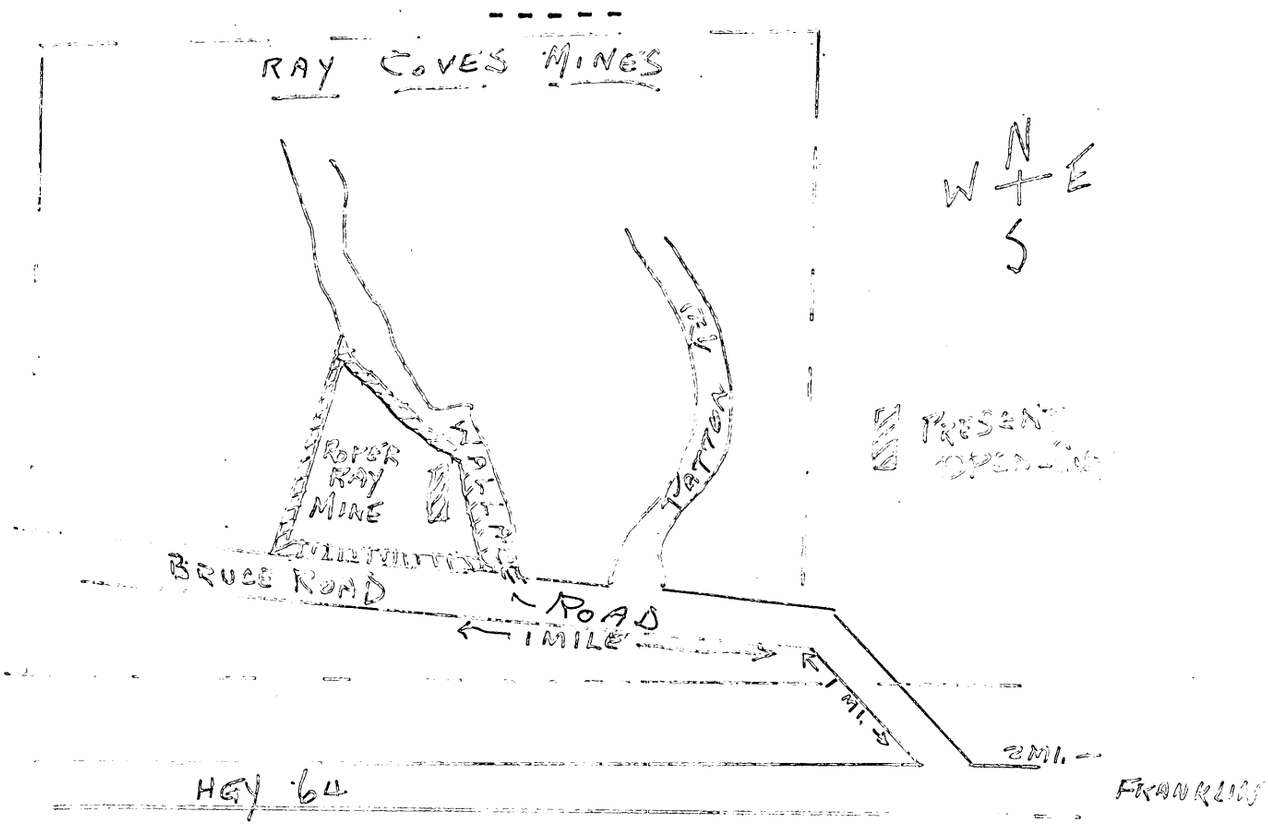
(d) Applicant is one of the old and most experienced mica miners in this district. He has prospected probably every property in a radius of 25 miles from Franklin and has successfully operated for years. During the last war he sold considerable quantities of mica to Colonial Mica Company; supervising all details of mining, sheeting, classing, grading, etc., at all methods of which he is considered to be an expert. He has held a lease on the Ray Cove Mines since October 19, 1949 and since that time has carefully covered the 400 acres, examining it to locate the mine (there are 14) for profitable operation. In selecting the ROPER-RAY mine he has done so after being convinced it will produce large commercial quantities of the hyghest grade of RBY mica which will now be acceptably to the government.

7. (b) APPLICANT - W. HARLEY ROPER - will act as Working Foreman on this project and supervise, full time, the total exploration. His share of costs will be furnished in cash.

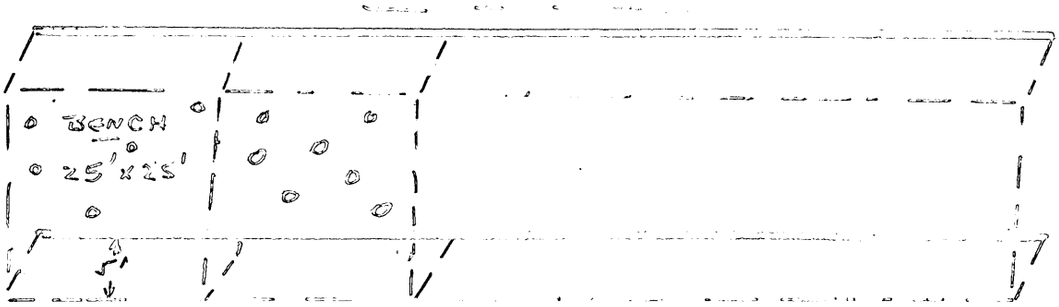
6. ESTIMATE OF COSTS:

(a)	Rental, dozer - 80 hours @ $10.00 per hour		$ 800.00
(b)	Working Foreman, 60 days @ $15.00 per day	$900.00	
	1 Miner, 50 days @ $10.00 per day	500.00	
	3 Muckers, 50 days each @ $8.00 per day each	1200.00	2600.00
(c)	Hand tools, picks, wheelbarrows, etc.	$80.00	
	Powder, explosives, etc.	75.00	155.00
(g)	Accounting and analytical work	$90.00	
	Payroll Taxes	38.00	
	Compensation Insurance	88.00	218.00
	TOTAL COST OF PROJECT		3,773.00

- - - - -



FORM OF BENCHING



"DOBY"
"POT" HOLES

STATE OF NORTH CAROLINA)
COUNTY OF MACON)

MINING LEASE

THIS INDENTURE, Made and entered into in duplicate this 19th day of October, 1949, by and between MARGARET B. MCGUIRE, widow, of said county and state, party of the first part, hereinafter called the " Lessor", and W. H. ROPER, party of the second part, hereinafter called the "Lessee",

W I T N E S S E T H :

That the Lessor, in consideration of the agreements hereinafter contained on the part of the Lessee to be kept and performed, hereby bargains and leases to the Lessee, for a period of one year from date hereof, upon the terms and conditions hereinafter specified, the exclusive reight to mine any and all minerals upon the tract of land, containing 400 acres more or less, conveyed to W. J. Zachary by W. B. McGuire, with reservation of minerals interest and mining privileges, by deed recorded in Book of Deeds J-4 at Page 473, in the Office of the Register of Deeds for Macon County, and to exercise, in so far as necessary in connection with operations under this lease, the mining rights and privileges reserved to W. B. McGuire in said deed from W. B. McGuire to W. J. Zachary.

The Lessee agrees to pay as royalty: 10% of the gross selling price of feldspar but not less than fifty cents (50¢) per ton of 2,000 lbs; 12-1/2 % of the gross selling price of all sheet and punch mica (mica sheeted and graded, N.C. grading) and scrap mica; and 10% of the gross selling price on all other minerals mined, removed and marketed from said property.

All royalties upon all minerals marketed during the preceding calendar month shall be due and payable on or before the 20th day of each calendar month. Royalties shall be based upon the transportation carrier weights; and bills of lading or purchasers" receipts, or duplicate or certified copies thereof, shall be furnished to the Lessor on or before the time payment is made, upon request of the Lessor. The Lessee shall at all times keep accurate and true accounts of all minerals mined and sold and of all operations and transactions under this lease, and, upon reasonable request of the Lessor, shall permit the Lessor or her agents to inspect such records. The gross selling price of the minerals marketed shall in no case be less than the current market price or other best price obtainable.

It is expressly understood and agreed that in the event the Lessee shall cease mining operations of a permanent character upon said property for a period of sixty days, then this lease shall be null and void and the Lessee shall have no further rights hereunder.

The Lessee shall at all times operate the property to the fullest extent and shall employ upon the property all men and equipment the property will justify being used.

The Lessee shall conduct all operations hereunder according to approved mining standards, shall not commit any waste of the premises or minerals, or do any unnecessary damage to said premises.

Neither this lease nor any interest therein shall be assignable by the Lessee, but the same in its entirety shall remain vested in the Lessee as long as it subsists; provided, however, that in the event the Lessor consents in writing to an assignment of this lease, the Lessor shall not demand the payment of any money as a condition of such consent.

The Lessee will indemnify and save harmless the Lessor from and against any and all damages, losses and expenses sustained by the Lessor on account of any and all claims, suits or judgments against the Lessor on account of the operations of the Lessee hereunder and against any liens arising out of said operations; and upon demand the Lessee will furnish reasonable bond or insurance against such claims, suits, judgments or liens.

Upon the failure of the Lessee to pay the royalties provided in this lease, the same shall immediately terminate; and upon the failure of the Lessee to do or perform any of the other covenants and conditions of this lease, the same may be terminated by giving the Lessee 30 days written notice thereof; in which 30 day period, however, the Lessee shall have the right to comply with such other terms of the lease and thus keep the lease in force.

Upon the expiration or other termination of this lease, the Lessee shall have the right to remove any and all buildings, equipment, machinery, improvements and minerals actually mined, provided all amounts due the Lessor are paid.

In the event that the Lessee has complied with the terms and provisions of this lease, then the Lessee shall have the right, at the expiration of the lease, to renew it for a further period of one year upon the same terms and conditions by written notice before October 1st of the then current lease year; thereafter the Lessee shall have the right and upon the same terms and conditions.

IN WITNESS WHEREOF, the party of the first part has hereunto affixed her hand and seal, and the party of the second part has hereunto affixed his hand and seal, this the day and year first above written.

s/ Margaret B. McGuire (SEAL)

s/ W. H. Roper (SEAL)

MINE & MINERAL
CONSULTANT

TELEPHONE 791
MAIL ADDRESS:
P. O. BOX 336

FRANK SIERSMA
SUITE 19 BANK BUILDING
FRANKLIN, NORTH CAROLINA

August 15, 1952

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

Re: DMEA 2620
Harley Roper - Mica

Gentlemen:

Enclosed herewith are six copies of Owner's consent to Lien in connection with the above application.

Very truly yours,

Frank Siersma

Frank Siersma

FS:hs

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
AUG 18 1952

DMEG 2620

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of NORTH CAROLINA, County of MACON, described as follows: 1/ BEING that part of lands held by W. H. Roper under lease from Margaret B. McGuire dated October 19, 1949, recorded in Book X-5, page 207, BEGINNING at intersection of Bruce and Wallace Roads, running westerly with Bruce Road 500 yards, thence northerly to Wallace Road, thence southeast with said road to the point of BEGINNING. Consisting of 10 acres, more or less

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

2/ W. HARLEY ROPER

FRANKLIN, N. C.

hereinafter called the "Operator"; and

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

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

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

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

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

Dated this 15th day of August, 195 2.

Margaret B. McGuire [Seal]

_____ [Seal]

_____ [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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