EXPLORATION PROJECT CONTRACT
B. & R. MICA COMPANY
Docket No. DMEA-2785

Rubin 2-2

AMENDMENT NO.1

Contract Idm-E 518, DMEA-2785, dated 14th day of May 1953, between the UNITED STATES OF AMERICA, Acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and B. &. R. MICA COMPANY, of Burnsville, North Carolina, hereinafter called "Operator," is amended, effective July 30, 1953, as follows:

Exhibit "A", items 3 and 4 are deleted and the following is substituted: 5. From the bottom of this shaft, drive not more than 140 feet of crosscuts and drifts, 5' x 7' in cross section.

This amendment shall not be construed to increase the estimated total cost of the project, the aggregate total amount which the Gover ment may be obligated to pay, or the percentage of the costs which the Government may be obligated to pay, under the provisions of Article 4 of the contract form.

THE UNITED STATES OF AMERICA
By Robert A. Lawrence
EXECUTIVE OFFICER
DMEA REGION VII

B & R MICA COMPANY
By D.W. Robinson

By _____

sm

cc

cket Copy

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 15 1954

EXPLORATION PROJECT CONTRACT
B & R MICA COMPANY
DOCKET NO. DMEA-2785

AMENDMENT NO. 2

It is agreed this 6th day of January, 1954, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and B & R Mica Company, that Exploration Project Contract Idm-2518, Docket No. DMEA-2785, dated May 14, 1953, as amended, is further amended, effective May 14, 1953, as follows:

1. Amendment No. 1 is rescinded.

2. In Article 4 and Exhibit "A" of the contract, the figures "$8,910.00" and "$9,900.00" are hereby changed to read "$10,485.00" and "$11,650.00," respectively.

3. In Exhibit "A":

(a) Under the heading "Description of the Work," delete items "3" and "4," and substitute item "3" as follows:

"From the bottom of this shaft, drive not more than 190 feet of crosscut and/or drift 5' x 7' in cross section."

(b) Under the heading "Agreed Unit Costs," change the fourth item to read:

"Crosscut and drift 190 feet
($35.00/ft. $6,650.00"

4. Annex II, attached hereto, is substituted for the royalty provisions in Article 6 of the contract.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By C. P. Mitchendorf
Administrator, Defense Minerals Exploration Administration

B & R MICA COMPANY

By Hatie Bennett
Pres.

Approved Holland
Wash
Chairman

EXPLORATION PROJECT CONTRACT
B & R MICA COMPANY
DOCKET NO. DMEA-2785

Defense Minerals Administration
RECEIVED
JUN 15 1954

ANNEX II

The following provisions are in lieu of Article 6 :

Repayment by Operator.--a. Certification.--If at any time the Government considers that a discovery or development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the final report and final account, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

b. Percentage royalty.--The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land described in Article 2,--(1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years (or other period fixed by this contract) from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production (including any bonuses), in whatever form disposed of, including ore, concentrates, or metal, as follows:

(a) One and one-half ($1\frac{1}{2}$) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(b) One and one-half ($1\frac{1}{2}$) per cent of any such net amounts, plus one-half ($\frac{1}{2}$) per cent 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) 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 ($1\frac{1}{2}$) per cent; on a net amount of ten dollars ($10.00) per ton, three and one-half ($3\frac{1}{2}$) per cent.)

c. Definitions.--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 gross income from mining operations for percentage depletion purposes in income tax determination.

d. Lien for Payment.--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.

e. Notice to Purchasers.--The Operator shall notify any purchaser of the production of the Government's royalty interest, and shall authorize and direct the purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets; but failure or refusal by the purchaser to comply shall not relieve the Operator of liability to pay any royalty falling due.

f. No Obligation to Produce.--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.

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

Docket Copy

DEPARTMENT OF THE INTERIOR
Bureau of Mines Administration
RECEIVED
JAN 15 1954

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

See description in Annex I attached

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/ B & R Mica Company

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production (as set forth on the reverse side hereof) and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

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, there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom, until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

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.

4. Changes and added provisions

Dated this 6th day of January, 1954.

E. L. Briggs [Seal]
E. L. Briggs

Eloise Briggs [Seal]
Eloise Briggs

[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.

Repayment by Operator.--a. Certification.--If at any time the Government considers that a discovery or development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the final report and final account, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

b. Percentage royalty.--The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land described in Article 2,--(1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years (or other period fixed by the contract) from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, as follows:

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

(b) 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.)

c. Definitions.--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 gross income from mining operations for percentage depletion purposes in income tax determination.

d. Lien for Payment.--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.

e. Notice to Purchasers.--The Operator shall notify any purchaser of the production of the Government's royalty interest, and shall authorize and direct the purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets; but failure or refusal by the purchaser to comply shall not relieve the Operator of liability to pay any royalty falling due.

f. No Obligation to Produce.--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.

Interior—Duplicating Section, Washington, D. C. 47318

MF-200 (A)
(February 1952)

DOCKET NO. DMEA 2735

COMMODITY Mica

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

Docket copy
IDM-E 518

EXPLORATION PROJECT CONTRACT[1]

(Short Form)

IT IS AGREED this 14th day of May, 1953, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] B & B Mica Company, Burnsville, North Carolina, a corporation duly organized and existing under and by virtue of the laws of the State of 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 that certain land situated in the State of North Carolina, County of Mitchell, described as follows:[3] See Annex I and the map attached hereto, made a part hereof, and entitled "Plat of a Tract of Land near Bandana, Mitchell County, N. C., owned by E. L. Briggs, Showing a Mining Lease,"

the Operator represents and undertakes:[4]

[redacted]

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

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

ARTICLE 3. *Exploration project.*—The Operator, within 60 days from the date of this contract shall commence work on a project of exploration for[5] Mica

in or upon the described land; and shall bring the project to completion within a period of nine (9) 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 $8,910.00, which is 90 percent of $9,900.00, 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 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

B & R MICA COMPANY
(Operator)

By D M Robinson

By C W Mettendorf
Administrator, Defense Minerals Exploration Administration

Robin
Lark
Chamber

I, Mark Bennett, certify that I am the secretary of the corporation named as Operator herein; that D. M. Robinson, who signed this contract on behalf of the Operator, was then President 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.

Mark W Bennett [CORPORATE SEAL]

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

EXPLORATION PROJECT CONTRACT
B & R MICA COMPANY
DOCKET NO. DMMA-2785

ANNEX I

The property referred to in Article 2 was leased to the Operator and Yates Bennett, Mark W. Bennett, and D. N. Robinson, all officers of the said Corporation, by E. L. Briggs and his wife, Eloise Briggs, by an instrument dated January 16, 1953, as amended February 14, 1953. It consists of that certain tract or parcel of land or lands known as the "Half Moon Mine, on the Y. C. Sparks lands," located in Mitchell County adjacent to Abernathy Mica Mine, and near Bandana, North Carolina. It is more particularly described as follows:

> Beginning at an iron stake in the line of the Carolina Mineral Company and running thence a West course with the line of the Carolina Mineral Company 200 feet to an iron stake; thence running a Northerly direction and parallel with the pegmatite vein 300 feet to an iron stake; thence running an Easterly direction 400 feet to an iron stake; thence running a Southerly direction 300 feet to the beginning.

The land described above is part of that certain tract or parcel of land or lands, described in Deed Book 100, Page 136, of Mitchell County, North Carolina, in the conveyance from Nellie Sparks and Y. C. Sparks to E. L. Briggs, dated Nov. 27, 1942.

By an instrument dated April 27, 1953, the aforementioned lease dated January 16, 1953, was duly amended more adequately to describe the property, as follows:

> Beginning on a stake, which said stake is South 10° 30' West 164 feet from a marked 16 inch White Oak in the Carolina Mineral Company's corner, and running thence North 66 East 440 feet to a stake in E. L. Briggs' due East line; thence due East 534 feet with E. L. Briggs' East line to a stake; thence South 68 West 1064.5 feet to a stake in the Carolina Mineral Company's marked line; thence North 10° 30' East 237 feet with the Carolina Mineral Company's line to the point of beginning.

EXPLORATION PROJECT CONTRACT
B & R MICA COMPANY
DOCKET NO. DMEA-2785

EXHIBIT "A"

Description of the Work

The object of this project is to effect exploration at depth for mica shoots in the pegmatite dike previously mined, and in the hanging wall zone (to the west) in parallel pegmatite dikes.

The work described below is indicated schematically on a map entitled "Sketch of Half Moon Mine, Mitchell Co., N. C., DMEA-2785 (Mica)" attached hereto and made a part hereof.

1. Prepare a shaft site by stripping the pegmatite approximately 80 feet along the strike, 50 feet wide, and 20 feet deep.

2. Sink an 80-foot, two-compartment, timbered shaft 5' x 7' in cross section in the pegmatite.

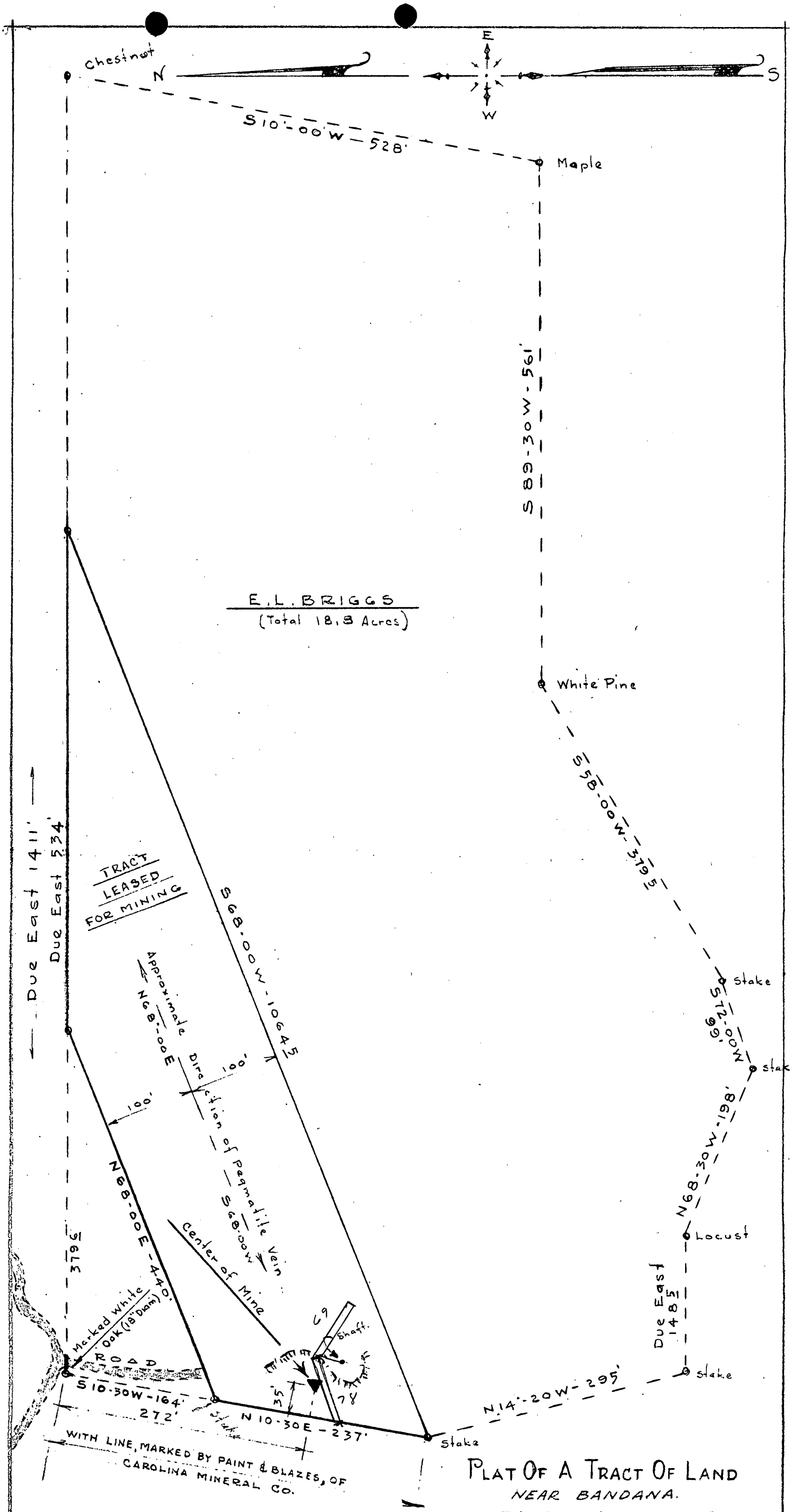
3. From the bottom of this shaft, drive not more than a 40-foot crosscut 5' x 7' in cross section.

4. From the bottom of this shaft or from the crosscut, drift not more than 100 feet 5' x 7' in cross section.

The location, direction, and extent of all work shall be specified by the Government.

Agreed Unit Costs

Bulldoze shaft site, 50 hrs. @ $12.00/hr.	$ 600.00
Sink shaft, 80 ft. @ $45.00/ft.	3,600.00
Timber shaft, 80 ft. @ $10.00/ft.	800.00
Crosscut and drift 140 ft. @ $35.00/ft.	4,900.00
Total Estimated Cost of Project	$9,900.00
Government Participation @ 90%	$8,910.00



PLAT OF A TRACT OF LAND

NEAR BANDANA.

MITCHELL COUNTY, N.C.

OWNED BY

E.L. BRIGGS

SHOWING A MINING LEASE

Scale 1" = 100' April 24th, 1953

D.M. Sholes, Engineer
Burnsville, N.C.

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 Mitchell, described as follows:1/ HALF MOON MINE

~~See description in lease attached~~

~~See description in Annex I attached~~

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/ ~~B and R Mica Co.~~

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/$ 8,910.00, 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 12 day of November, 1952.

E. P. Briggs [Seal]

Elaine Briggs [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.)

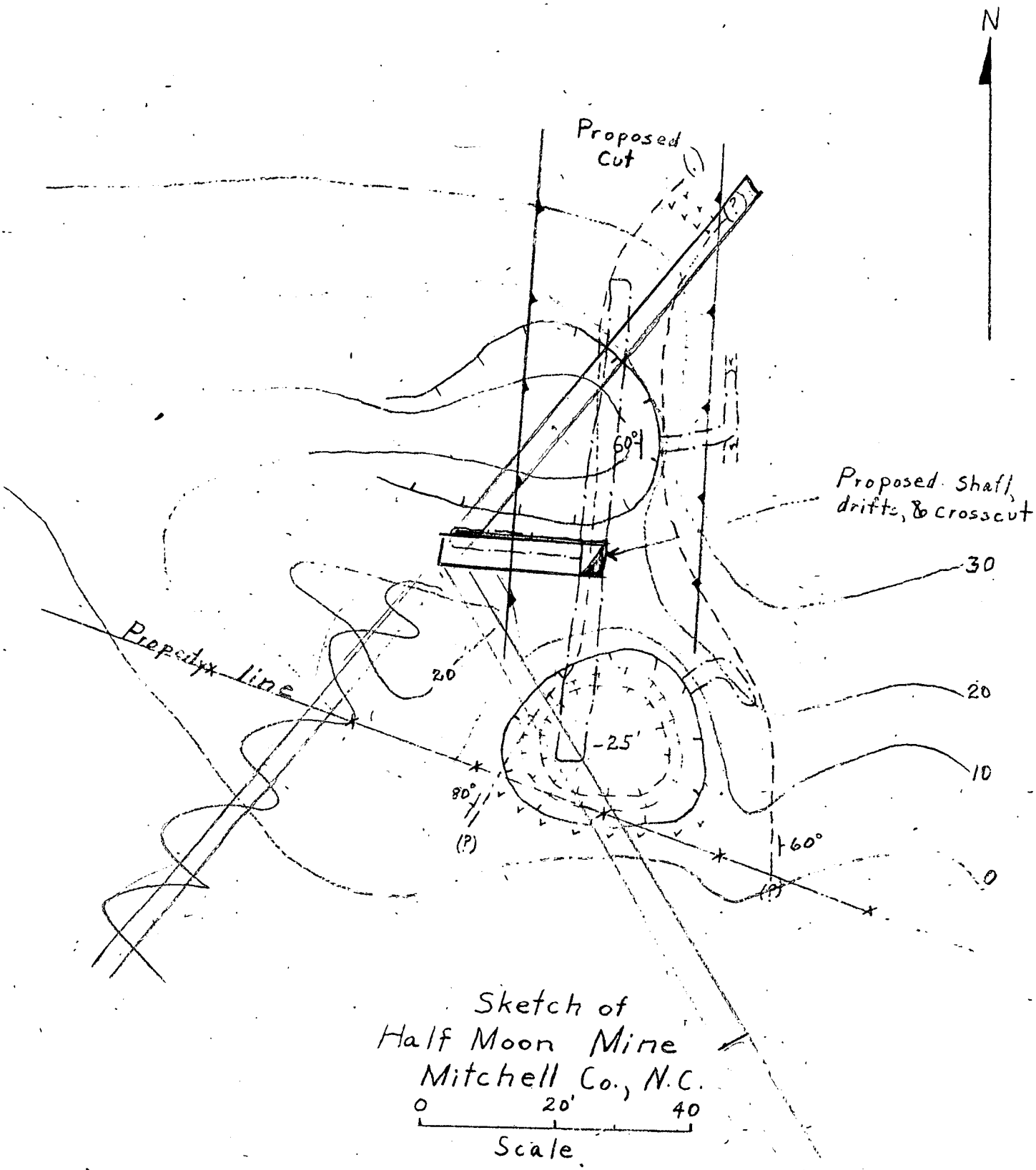
(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is 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.

Interior—Duplicating Section, Washington, D. C. 18264



Sketch of
Half Moon Mine
Mitchell Co., N.C.

0 20' 40
Scale

DMEA-2785 (Mica)

DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 2785

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

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 — Region VI
COPIES TO USGS, USBM. — ONE COPY RETAINED IN/

To:	Code 600, Rm 4637	Date	11/24/52
To:	Fritler	Date	11/24/52
To:	Open Corr	Date	12-10-52
To:	Open Corr	Date	5-13-53
To:	Open Corr	Date	4-9-54
To:	Open Corr	Date	4-12-54
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	

DO NOT DETACH

CONTROLLED DOCUMENT

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

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

Re: Docket No. DMEA-2785 (Mica)
B and R Mica Company
Half Moon Mine
Mitchell County, North Carolina
Contract No. Idm-E518

Dear Mr. Laurence:

Reference is made to the final Field Team report on the subject contract upon which the Government spent $9,763.20.

This project is a good example of why exploration work on the Carolina pegmatites, as near as possible, should be started on and confined to the pegmatite. Whenever the work leaves the pegmatite, its direction usually should be changed to avoid extensive exploration in schistose rock.

We now believe, with our current experience in exploring for mica, that more careful planning and instructing of the operators regarding the terms of the contracts ~~in the future~~ should result in a higher percentage of successes at less cost than heretofore.

Sincerely yours,

APPROVED:

Chairman, Operating Committee

both in the field and in Washington

Member, Bureau of Mines

Member, Geological Survey

FILE COPY
SURNAME:

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

APR 12 1954

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

Re: Docket No. DMEA-2785 (Mica)
B and R Mica Company
Half Moon Mine
Mitchell County, North Carolina
Contract No. Idm-E518

Dear Mr. Laurence:

Reference is made to the final Field Team report on the subject contract upon which the Government spent $9,763.20.

This project is a good example of why exploration work on the Carolina pegmatites, as near as possible, should be started on and confined to the pegmatite. Whenever the work leaves the pegmatite, its direction usually should be changed to avoid extensive exploration in schistose rock.

We now believe, with our current experience in exploring for mica, that more careful planning, both in the field, and in Washington, and instructing of the operators regarding the terms of the contracts should result in a higher percentage of successes at less cost than heretofore.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (24B)

APPROVED:

J. H. Hedges (24B)
Member, Bureau of Mines

D. M. Larrabee (24B)
Member, Geological Survey

LGHouk/FEJohnson/gad/bih
4/9/54
cc to: Docket
Admr. Reading File
Operating Committee
Region VII
Messrs. Dietrich - Room 3061
Larrabee - Room G-232 GSA
Houk
Selfridge
FEJohnson

R.C.J.

File Copy
Surname:
Anderson
Houk
Hutchinson

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

APR 6 1954

Mr. D. M. Robinson, President
B & R Mica Company
Burnsville, North Carolina

Re: Docket No. DMEA-2785 - Mica
Half Moon Mine
Mitchell County, North Carolina
Contract No. Idm-E518

Dear Mr. Robinson:

Reference is made to the narrative portion of your January Monthly Operator's Report.

Please refer to Section (c) of Form MF-104 (Rev.). The narrative statement should be a concise description of the progress made, results accomplished, difficulties encountered, and type of rock penetrated. The amount of pegmatite in the face, and estimate of the amount of mica produced should also be included. We note that you drove 50 feet of drift during the month of January. There seems to be a discrepancy somewhere, since the Field Team reports a total of 222 feet of drifting and crosscutting and 206 feet had been done before January 1, 1954.

It is necessary that you submit an Operator's Final Report which we have not yet received. This report should summarize the work completed, give a statement of the pounds of block mica recovered, and an estimate of the value when sheeted, also a record of any mica sales to the Buying Depot.

Sincerely yours,

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

WCAnderson:gad 4/5/54
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Mr. Dietrich, 3061
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C.y.

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

Project Summary Report

By: Walter C. Anderson April 2, 1954

1. DMEA Docket No. 2785 - Mica
Contract No. Idm-E518
Half Moon Mine
Mitchell County, North Carolina

Operator: B & R Mica Company
Burnsville, North Carolina

Operator's Property Rights
Lease for 5 years, dated 10/20/52
Owner's Consent to Lien, dated 11/12/52

2. Contract - dated 5/14/53
Work authorized -

Bulldoze shaft site, 50 hrs @ $12.00/hr.	$600.00
Sink shaft, 80 feet @ $45.00/ft.	3,600.00
Timber shaft, 80 feet @ $10.00/ft.	800.00
Crosscut and drift, 140 feet @ $35.00/ft.	4,900.00
Total estimated cost of project	$9,900.00
Government participation @ 90%	$8,910.00

Amendments: No. 1 - 5/14/53 - changes separate items of "crosscutting" and "drifting" to one item of "crosscutting and drifting".

No. 2 - 1/6/54 - rescinds Amendment No. 1, allows 50 feet additional drifting and/or crosscutting, and increases cost of project by $1,750.

Work completed:

1370 cu. yds. bulldozing @ $0.093/cu.yd.	$128.00
Shaft sinking, 80 feet @ $45.00/ft.	3,600.00
Timbering shaft, 47 feet @ $10.00/ft.	470.00
Drifting and crosscutting 190 feet @ $35.00/ft.	6,650.00
Total accepted cost	$10,848.00
Government participation @ 90%	$ 9,763.20

Work began on May 25, 1953, and was completed February 14, 1954.

Geological Survey comments: Mica too small and pegmatites too thin to work.

Bureau of Mines comments: Exploration did not show worthwhile deposit of mica.

3. Audit certification - issued April 6, 1954. (No exceptions)

4. Certification of Discovery - none issued.

5. Comments:

How conducted - This exploration project was an example of blind prospecting. The contract specified that shaft sinking should be done in the pegmatite. The pegmatite bottomed at 3 feet and the remainder of the 80 feet of shaft was in country rock. The contract authorized 40 feet of crosscutting and 100 feet of drifting. It was amended to 190 feet of crosscutting and drifting, after 182 feet of crosscutting and some drifting had been completed. Additional drifting was done by the Operator on his own account.

Operation - Work progress was satisfactory except at times when drilling difficulties were encountered.

Engineering - Reports by Operator were inadequate.

Geological premises - The premise that the geology at the adjoining Abernathy mine would continue in the Half Moon mine proved wrong at the very beginning of shaft sinking, when the pegmatite bottomed at 3 feet. At this point a re-appraisal of the deposit should have been made instead of blindly going down another 77 feet and crosscutting 183 feet in country rock.

Geological criteria -

1. Pegmatite varying in thickness from 10 feet to 30 feet.

2. Occurrence of good quality mica along pegmatite contacts.

Geological criteria developed during the exploration - Pegmatite bottomed at a shallow depth and while probable pegmatites were found their mica content was scant.

Future possibilities - Mica occurrence not sufficient to support a mining operation.

Recommendations:

1. No additional exploration warranted.

2. Concur with field team that no certification be made.

3. Inasmuch as no reply has been received to request for Operator's Final Report it is recommended that no closing letter be sent to the Operator.

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

Defense Minerals Administration
RECEIVED
APR - 1 1954

March 31, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2785

Contract Number: Idm-E518

Applicant: B & R Mica Company

Name and Location of Property: Half Moon Mine
Mitchell County, North Carolina

Date of Field Team Final Report: March 19, 1954

Date Rec'd by Ceramic & Fert. Mats. Branch: March 29, 1954

Field Team Recommendation:

1. No certification of discovery or development.

Comments:

1. Exploration by 80-foot shaft, 222-foot crosscut and drift.

2. The examiners and operators are of the opinion that the deposit will not support a profitable operation.

3. Four separate pegmatite dikes were encountered but contain small grade, poor quality mica.

4. Exploration did not show any worthwhile deposit of mica.

5. Expenditures -

Total approved	$11,650.00
Total cost	10,848.00
Government share	9,763.20
Value	None

Recommendation:

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

W. F. Dietrich

W. F. Dietrich

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

March 31, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2785

Contract Number: Idm-E518

Applicant: B & R Mica Company

Name and Location of Property: Half Moon Mine
Mitchell County, North Carolina

Date of Field Team Final Report: March 19, 1954

Date Rec'd by Ceramic & Fert. Mats. Branch: March 29, 1954

Field Team Recommendation:

1. No certification of discovery or development.

Comments:

1. Exploration by 80-foot shaft, 222-foot crosscut and drift.

2. The examiners and operators are of the opinion that the deposit will not support a profitable operation.

3. Four separate pegmatite dikes were encountered but contain small grade, poor quality mica.

4. Exploration did not show any worthwhile deposit of mica.

5. Expenditures -

Total approved	$11,650.00
Total cost	10,848.00
Government share	9,763.20
Value	None

Recommendation:

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

Signed

W. F. Dietrich

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

Defense Minerals
APR - 1 1954

March 31, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2785

Contract Number: Idm-E518

Applicant: B & R Mica Company

Name and Location of Property: Half Moon Mine
Mitchell County, North Carolina

Date of Field Team Final Report: March 19, 1954

Date Rec'd by Ceramic & Fert. Mats. Branch: March 29, 1954

Field Team Recommendation:

1. No certification of discovery or development.

Comments:

1. Exploration by 80-foot shaft, 222-foot crosscut and drift.

2. The examiners and operators are of the opinion that the deposit will not support a profitable operation.

3. Four separate pegmatite dikes were encountered but contain small grade, poor quality mica.

4. Exploration did not show any worthwhile deposit of mica.

5. Expenditures -

Total approved	$11,650.00
Total cost	10,848.00
Government share	9,763.20
Value	None

Recommendation:

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

Signed

W. F. Dietrich

IN REPLY REFER TO:

G-MD-CNK

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

March 23, 1954

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2785 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: B & R Mica Company, Burnsville, North Carolina
Name of property: Half Moon mine.
Location of property: Mitchell County, North Carolina
Date of field team report: March 18, 1954.
Authorship of field team report: K. H. Teague, L. E. Shirley, and D. H. Amos.
Field team's recommendation:
1. Completion of project.
2. No certification be made.
Comments: Mica C.K. but too small, and pegmatites too thin to be worked.
ACTION RECOMMENDED:
Follow field team's recommendation.

D. M. Larrabee

cc: DMEA 3

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

IN REPLY REFER TO:
G-MD-CNM

March 23, 1954

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2785 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: B & R Mica Company, Burnsville, North Carolina
Name of property: Half Moon mine.
Location of property: Mitchell County, North Carolina
Date of field team report: March 18, 1954.
Authorship of field team report: K. H. Teague, L. E. Shirley, and D. H. Amos.
Field team's recommendation:
1. Completion of project.
2. No certification be made.
Comments: Mica O.K. but too small, and pegmatites too thin to be worked.
ACTION RECOMMENDED:
Follow field team's recommendation.

D. M. Larrabee

cc: DMEA 3

IN REPLY REFER TO:

G-MD-CNM

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 24 1954

March 23, 1954

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2785 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: B & R Mica Company, Burnsville, North Carolina
Name of property: Half Moon mine.
Location of property: Mitchell County, North Carolina
Date of field team report: March 18, 1954.
Authorship of field team report: K. H. Teague, L. E. Shirley, and D. H. Amos.
Field team's recommendation:

1. Completion of project.
2. No certification be made.

Comments: Mica O.K. but too small, and pegmatites too thin to be worked.

ACTION RECOMMENDED:

Follow field team's recommendation.

D. M. Larrabee

D. M. Larrabee

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

GOS
4/7/54

March 19, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, D M E A - Region VII - Knoxville, Tenn.

Subject: DMEA-2785, Idm-E 518 (mica) Half Moon Mine, Mitchell Co., N. C.
Final Examination Report

Enclosed are four copies of the final report on the subject exploration project.

Although several small pegmatites were cut by the exploratory workings, they do not appear to be commercially workable, and we agree with the examiners' recommendation that certification of discovery should not be made.

Robert A. Laurence

Robert A. Laurence

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

Reviewed by
DMEA OPERATING COMMITTEE
3-26-54
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

gcl
4/7/54

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT

By
FIELD TEAM, REGION VII

On

DMEA-2785, Idm-E 518, HALF MOON MINE
Mitchell County, North Carolina

By

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

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

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

March 18, 1954

Reviewed by
DMEA OPERATING COMMITTEE
3-26-54
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
[redacted]

22 [illegible]

FINAL REPORT
On
DMEA-2785, Idm-E 518, HALF MOON MINE
(mica)

Applicant: B. & R. Mica Company, c/o D. M. Robinson, Burnsville, N. C.

The Half Moon mine is about one mile west of the Bandana Post Office, Mitchell County, North Carolina. It is on the steep slope north of Toe River and 100 feet northeast of the Abernathy Mica mine.

Results from this project do not indicate the presence of a worthwhile deposit of mica. Four thin mica-bearing pegmatites were encountered, but none of them contained sufficient mica to justify further work. No certification of discovery should be issued.

The project began on May 25, 1953 and was completed on February 14, 1954. Work conducted under the contract consisted of 18 hours of bulldozer time in shaft preparation, sinking of a 5' x 8', 2 compartment shaft to 80 feet, and driving 222 feet of crosscut and drifts from the 76-foot level in the shaft.

The shaft was spotted on a 4-foot pegmatite exposed during shaft site preparation. This pegmatite bottomed 3 feet from the surface and did not reappear in either the shaft or crosscuts. Rock exposed in the remainder of the shaft consisted of weathered to fresh mica schist. Timber was required to 47 feet in the shaft.

The crosscut in a N. 20° W. direction disclosed no pegmatite. It was entirely in mica schist.

The crosscut to the southeast (S. 55° E.) cut three pegmatites and one sheared zone in which some pegmatite occurs. These pegmatites have been given numbers on the attached map, and these numbers are used in the following discussion.

Pegmatite No. 1 is at a point 23 feet from the shaft. It is conformable and from 1 to 1.5 feet in thickness, is composed of plagioclase feldspar, small quartz, and muscovite in sizes less than 2 inches in diameter. The mica is of good quality, but the pegmatite is too thin and the mica too small to be workable.

Pegmatite No. 2 is 18 feet southeast of No. 1. It is in a zone of movement; the mica has been badly sheared and the pegmatite is broken

and smeared. This zone is from 4 to 6 feet thick.

Pegmatite No. 3 is 30 feet southeast of No. 2. This pegmatite ranges in thickness from 9 inches to 30 inches. Mica is distributed at random in the pegmatite. The pegmatite is composed of plagioclase feldspar, scattered quartz, and muscovite mica in books up to 6 inches in diameter occur and the larger books are more numerous in the thicker portion of the intrusion. After driving drifts to the northeast and southwest on this pegmatite, the Operators were of the opinion that the pegmatite would not support a profitable operation.

Pegmatite No. 4 is 31 feet southeast of No. 3. This pegmatite is about 4 feet thick, contains much mica, but it is small and stained with biotite inclusions. It appears that the crosscut intersects the pegmatite near its crest; however, insufficient work was conducted on it to verify this opinion.

All of the pegmatites are emplaced in mica schist and are conformable to the foliation. The wall rock trend from N. 45° - 60° E., dipping from 40° - 60° SE.

Results from this project have shown that in this area ~~the~~ a pegmatite is known to occur 30 feet west of the shaft at the 50-foot level, but it was not encountered in either the shaft or the northwest crosscut. An adit from the adjacent property was driven on this pegmatite at the 50-foot level. Also, the pegmatite on which the shaft was collared bottomed abruptly. None of the four pegmatites cut in the northwest crosscut crop out at the surface.

The operator has not attempted to continue this operation. It is their opinion that the deposit will not support a profitable operation. The examiners are of the same opinion, thus we do not recommend certification.

Expenditures:

(a)	Total approved	$11,650.00
(b)	Total cost of project	10,848.00
(c)	Government's share of cost	9,763.20
(d)	Government's share unexpended	721.80
(e)	Value of production during project - None	

This project was conducted in an efficient and satisfactory manner. The operator was cooperative at all times and followed suggestions well. No equipment was purchased for the project.

March 18, 1954

K. H. Teague and D. W. Amos, Geologists
U. S. G. S.

L. E. Shirley, Mining Engineer, USBM.

z

File Copy
Surname:

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

MAR 11 1954

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

Dear Mr. Laurence:

We wish to call your attention to the following dockets, the completion dates of which may require extension by amendment:

Docket	Contract	Completion date
DMEA-2784	Idm-E519	February 14, 1954
DMEA-2785	Idm-E518	February 14, 1954
DMEA-2840	Idm-E507	February 9, 1954
DMEA-2872	Idm-E559	February 28, 1954
DMEA-2873	Idm-E562	March 2, 1954
DMEA-2917	Idm-E561	March 2, 1954
DMEA-2921	Idm-E548	February 15, 1954
DMEA-3008	Idm-E560	March 2, 1954

In those cases where this will be necessary and you approve, will you please furnish us copies of such amendments.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (GWS)

Approved:

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

D. M. Larrabee
Member, Geological Survey (DMB)

WCAnderson:gad 3/8/54
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C.S. 3-11-54

FILE COPY
SURNAME:

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

JAN 25 1954

Anderson
Houk
Robin
Selfridge

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

Subject: Docket No. DMEA-2785 - Mica
B & R Mica Company
Half Moon Mine
Mitchell County, North Carolina
Contract No. Idm-E518

Dear Mr. Laurence:

This will acknowledge receipt of six copies of executed new Owner's Consent to Lien for attachment to Amendment No. 2 to subject contract.

We are returning three of the copies for distribution as indicated.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (24B)

Approved:

J. H. Hedges (24B)
Member, Bureau of Mines

D. M. Larrabee
Member, Geological Survey (24B)

Enclosures 3

WCAnderson:gad 1/19/54
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C.S. 1-25-54

FILE COPY
SURNAME:

Anderson
Houk

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

January 19, 1954

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Amendment No. 2 - Docket No. DMEA-2785 - Mica
B & R Mica Company
Half Moon Mine
Mitchell County, North Carolina
Contract No. Idm-E518

The purpose of this amendment is to allow 50 feet of additional drifting along the strike of pegmatites cut in the southeastern crosscut at the 26 and 60 foot points from the shaft.

The Nonmetallic Minerals Division feels that the amendment as written and executed is justified because of the occurrence of considerable strategic mica at these points.

W. C. Anderson
Nonmetallic Minerals Division

WCAnderson:gad 1/19/54

Copy to: Admr. R. File
Docket File
Mr. Houk

R.C.H.
1-22-54

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

January 19, 1954

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Amendment No. 2 - Docket No. DMEA-2785 - Mica
B & R Mica Company
Half Moon Mine
Mitchell County, North Carolina
Contract No. Idm-E518

The purpose of this amendment is to allow 50 feet of additional drifting along the strike of pegmatites cut in the southeastern crosscut at the 26 and 60 foot points from the shaft.

The Nonmetallic Minerals Division feels that the amendment as written and executed is justified because of the occurrence of considerable strategic mica at these points.

W. C. Anderson

W. C. Anderson
Nonmetallic Minerals Division

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

January 13, 1954

Memorandum

To: Operating Committee, D M E A - Washington

From: Executive Officer, DMEA - Region 7

Subject: Amendment No. 2. DMEA-2785, Idm-E 518. B & R Mica Company

Transmitted herewith are three signed copies of the above subject amendment, along with six copies of signed form MF-203.

The usual distribution of the Amendment copies has been made.

Robert A. Laurence

Robert A. Laurence

RECEIVED
JAN 11 1954

January 8, 1954

Mr. D. M. Robinson
B & R Mica Company
Burnsville, North Carolina

Re: DM A-2785, Idm-E 518 (mica)
Half Moon Mine, Mitchell Co., N.C.

Dear Mr. Robinson:

Amendment No 2 on the subject mine was received from the Washington office today. We are attaching the six copies of this amendment for signature. Please sign all six copies, keep the one marked "Operator's Copy" and return the original and four copies to this office.

It is also necessary to have a new Owner's Consent to Lien executed, 8 forms are enclosed for the signatures of Mr. E. L. Briggs and Eloise Briggs. One copy may be retained for your files, and one should be given Mr. Briggs. Please return the original and five copies to this office.

Amendment No. 1, dated July 30, 1953 has been rescinded as you will note in "1" in amendment No. 2. Please note this on your copy of Amendment No. 1 in your files.

Yours very truly,

Robert A. Laurence, Executive Officer
DM A Field Team, Region VII

sm.
cc:
Opr. Com.

Laurence
Lynch
Beck
Finance Office

FILE COPY
SURNAME:

Anderson
Houk
Champlin
Selfridge

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

JAN - 6 1954

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

Subject: Docket No. DMEA-2735 - Mica
B & K Mica Company
Half Moon Mine
Mitchell County, North Carolina
Contract No. Idm-5518

Dear Mr. Laurence:

Please find herewith the original and five copies of Amendment No. 2 to the subject contract which have been signed by the Government.

If the amendment meets with your approval present it to the Operator for approval and signature. Please note the amendment specifies that Amendment No. 1 (prepared in your office) is rescinded. This is done to avoid any possible conflicts between the two amendments. It will be necessary, however, to have a new Owner's Consent to Lien executed.

After execution of the amendment, the copies are to be distributed in the usual manner.

Sincerely yours,

George C. Selfridge (GHB)
Chairman, Operating Committee

Approved:

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

D. M. Larrabee (GHB)
Member, Geological Survey

Enclosures 6

WCAnderson:gad 1/5/54
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

1-6-54

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

December 23, 1953

Memorandum

To: Chairman, Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region 7

Subject: Amendment No. 1, on DMEA-2785, Idm-E 518- B. &. R. Mica Co.

Transmitted herewith are three properly executed copies of the subject amendment. Customary distribution of the other copies has been made.

Robert A. Lawrence

Robert A. Lawrence

12-28

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

December 11, 1953

Memorandum

To: Operating Committee, D M E A- Washington

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

Subject: DMEA-2785, Idm-E 518 (mica) B. &. R. Mica Co. Half Moon Mine

Reference is made to your letter of December 9, requesting additional information concerning the proposed additional work.

After the total footage provided in the contract was completed, the Operator conducted some work on his own in and from the southeastern crosscut. Four pegmatites were cut in this crosscut. These pegmatites are at 26 ft., 41 ft., 60 ft., and 95 feet from the shaft. Short drifts were driven on the 26-foot, 60-foot, and 95-foot pegmatites from the crosscut. The pegmatites contained no strategic mica at 26 feet and 41 feet.

The pegmatite that is 60 feet from the shaft has been explored for about 25 feet on its strike. In the southwest face it is about 9 inches thick and in the northeast face 30 inches thick. It appears to be thickening to the northeast and the size and abundance of mica is greater. The mica is distributed at random in the pegmatite, is ruby colored and of strategic grade. Sizes up to 5 inches across occur. Approximately 200 pounds of mica were recovered from this pegmatite. Additional exploration appears justified.

Please note that this amendment, if approved, should be designated Amendment No. 2, as amendment No. 1 is being prepared in this office to provide for substitution of some cross-cut footage for drifting, as authorized by the Field Team some time ago on the basis of interim field examinations.

Robert A. Laurence
Robert A. Laurence, Executive Officer
DMEA Field Team, Region 7

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

FILE COPY
SURNAME:

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

140

DEC 9 - 1953

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

Subject: Docket No. DMEA-2785 (Mica)
B & R Mica Company
Mitchell County, North Carolina

Dear Mr. Laurence:

Reference is made to your memorandum of October 26, 1953, to the Operating Committee proposing to increase the contract amount by $1,750.00 to permit additional drifting at $35.00 a foot unit cost. The Nonmetallic Minerals Division was unable to contact Mr. Laurence on his recent visit to Washington to discuss this matter with him.

You will find enclosed a memorandum from the Geological Survey which indicates the additional information which is necessary before deciding whether to grant the additional funds for further exploration. The Bureau of Mines memorandum on the merits of the proposed amendment has not yet been received.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

LGHouk/HCRubin/ema 12-8-53
Copy to: Adm. R. File
Docket
Op. Comm.
Mr. Thayer
Mr. Hedges
L. G. Houk
H. C. Rubin
J. L. Hofflund
Chron.
Pending.

Enclosures 2

Approved:

J. E. Hedges
Member, Bureau of Mines

R. P. Thayer
Member, Geological Survey

R.C.L.
12-9-53

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

Defense Minerals Administration
RECEIVED
DEC 9 - 1953

December 7, 1953

Memorandum

To: Chairman, Operating Committee, D M E A - Washington

From: Acting Executive Officer, DMEA - Region 7

Subject: Docket No. 2785, Idm-E 518 (mica) B & R Mica Co.
Half Moon Mine, Mitchell County, N. C.

Please refer to our memo of October 26, 1953, requesting that an amendment to the original contract be made providing for 50 feet of additional drift and advise us what action you have taken on this request.

We have had several telephone calls from the Operator who is anxious to go ahead with this work if you approve.

Wm. A. Beck

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 7 - 1953

December 4, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2785, Mica

Contract Number: Idm-E 518
Applicant: B & R Mica Company
Name and Location of Property: Half Moon Mine, Mitchell County, North Carolina

Field Team Request:

1. Additional funds in the amount of $1,750

Comments:

1. Contract for this project was sent to the regional office on May 13, 1953.
2. Shaft sinking was completed to a depth of 80 feet on about August 13.
3. Two crosscuts were driven simultaneously through a muscovite-biotite schist. The "northeast" crosscut was driven 69 feet and did not encounter pegmatite material. The "southeast" crosscut was driven 78 feet and a pegmatite dike was encountered that showed mica of good quality.

Recommendation:

I concur in the field team's recommendation that exploration be continued from the "southeast" crosscut. It is suggested the field team present a specific exploration plan and a breakdown of the cost estimate.

W. F. Dietrich

W. F. Dietrich

INTERIM REPORT

DMEA-2785 Idm-E518 (mica) HALF MOON MINE

OPERATOR: B & R Mica Company, Burnsville, North Carolina.

LOCATION: About one mile west of Bandana Post Office, Mitchell County, N. C. on the steep slope north of North Toe River at an elevation of 2600 ft. and 100 ft. northeast of "A" Workings" of the Abernathy Mica Mine.

Crosscutting and drifting continues on this contract. Crosscuts to the northeast and southwest total 183 feet. The "northeast" crosscut has been driven 82 feet, but no pegmatite has been encountered to date in this work. No additional work is recommended because of property line interception in this direction. The "southwest" crosscut has been driven 101 feet and has intercepted workable pegmatites at 27, 60 and 81 feet from the shaft. Short drifts to the northeast and southwest from the crosscut on these bodies totals 23 feet. Although the pegmatites at 27 and 60' do not exceed 24" in width they are possible producers of strategic mica. The pegmatite encountered recently at 81' from the shaft is about 5 feet in width and with additional work may prove to be the biggest producer of the three bodies. It was suggested that additional work be concentrated on drifting, if an amendment to the present contract allowing additional drift footage, is approved.

L. E. Shirley

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

November 5, 1953

IN REPLY REFER TO:

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 30 1953

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

October 28, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2785 (Mica).

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. A. Brobst, U. S. Geological Survey
Applicant: B & R Mica Co.
Name of property: Half Moon Mine
Location of property: 1 mile west of Bandana Post Office, Mitchell County, North Carolina.
Date of field team report: October 26, 1953.
Authorship of field team report: R. A. Laurence and W. A. Beck
Field team's recommendation: Add an amendment to contract Idm E 518 for an additional 50 feet of drift to explore the pegmatites cut at the 26 and 60 foot points in the SE crosscut. This will increase the cost of the project by $1750.

Comments:

Before approving this requested amendment, could any information be supplied by the field team concerning A) the size of the target sought and B) what is the indicated potential of strategic mica in the 2 pegmatites to be explored further?

ACTION SUGGESTED:

Return to the field team for further information.

D. A. Brobst

D. A. Brobst

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D.C.~~
~~EXECUTIVE OFFICER~~
DMEA REGION VII
Knoxville, Tenn.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 28 1953

October 26, 1953

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region 7

Subject: Docket No. 2785, Idm-E 518 (mica) B & R Mica Co., Half Moon Mine
Mitchell County, North Carolina

Work as provided in subject contract has been completed. To date three pegmatites have been cut in the southwestern crosscut of points, 26, 37 and 60 feet from the shaft. The 26-foot and 60-foot pegmatites are from 18 to 24 inches thick and contain mica of strategic grade in sizes up to 4 inches across. The middle pegmatite is about two feet thick, but contains non-strategic mica.

No pegmatite has been found in the 79-foot crosscut to the northwest, although the heading has been advanced beyond the point where pegmatite occurs in the upper levels.

The Field Team believes that additional work is justified on two of the three pegmatites found by the southeastern crosscut. It is recommended that an additional 50 feet of drift be provided in the contract to permit additional exploration of the pegmatites cut at the 26 and 60-foot points in the southeastern crosscut.

We recommend that an amendment be prepared for the signature of the Administrator, providing for the additional work at the same unit costs as in the original contract, thereby increasing the total amount by $1,750.00.

Robert A. Lawrence
~~EXECUTIVE OFFICER~~
DMEA REGION VII

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

zm.

INTERIM REPORT

DMEA-2785 Idm-E518 (mica) HALF MOON MINE

OPERATOR: B & R Mica Company, Burnsville, North Carolina.

LOCATION: About one mile west of Bandana Post Office, Mitchell County, N. C. on the steep slope north of North Toe River at an elevation of 2600' and 100' northeast of "A Workings" of the Abernathy Mica Mine.

This contract has been completed, in so far as footage allowable by contract is concerned, without reaching the objective. A shaft was sunk for a total depth of 80 feet and was timbered satisfactorily to the required depth. Crosscuts have been driven to the northeast and southwest from the 76 ft. level for a combined distance of 147 feet. The "northeast" crosscut was driven for 69 feet; none of the work encountered pegmatite material and was driven in biotite-muscovite schist. No additional work appears justified on this crosscut because the proposed location of the target has been passed. The "southeast" crosscut was driven for 78 feet and encountered narrow pegmatites at 26', 37.5' and at 60'. None of these bodies exceeded 24" in thickness, but the 1st and 3rd appear to have possibilities; both contain small mica of good quality. Additional work will be necessary if these pegmatites are to be explored. The Field Examiners believe that the objective can be reached if an amendment is granted allowing this extra drift footage.

Work performed under this contract has been conducted very satisfactorily and the operators have been cooperative at all times.

L. E. Shirley

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

K. H. Teague

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

October 19, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 10 1953

INTERIM REPORT

DMEA-2785 Idm-E518 (mica) HALF MOON MINE

OPERATOR: B & R Mica Company, Burnsville, North Carolina.

LOCATION: About one mile west of Bandana Post Office, Mitchell County, N. C. on the steep slope north of North Toe River at an elevation of 2600 ft. and 100 ft. northeast of "A" Workings of the Abernathy Mica Mine.

Crosscutting continues on this contract and both crosscuts now total 93.5 feet. Present heading of the "northwest" crosscut is at 56 ft., and has been driven in biotite schist with occasional 1" quartz stringers; no pegmatite material has been encountered to date. The "southeast" crosscut has been driven for 37.5 feet and has encountered narrow pegmatite bodies at two points. The present face shows from 4 to 6" of reworked pegmatite material containing small mica. Country rock encountered is biotite-muscovite schist. Progress on both crosscuts has been hampered by improper gauging of drill steel, which has now been corrected.

It was suggested that the separated manway be extended to the shaft bottom in the very near future, replacing the temporary ladders, and that both crosscuts be scaled thoroughly after shooting.

L. E. Shirley

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

K. H. Teague

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

October 5, 1953

DEPARTMENT OF THE INTERIOR
Defense Materials Administration
RECEIVED
OCT 6 1953

INTERIM REPORT

DMEA-2785 Idm-E518 (mica) HALF MOON MINE

OPERATOR: B & R Mica Company, Burnsville, North Carolina.

LOCATION: About one mile west of Bandana Post Office, Mitchell County, N. C. on the steep slope north of North Toe River at an elevation of 2600' and 100' northeast of "A" Workings" of the Abernathy Mica Mine.

Crosscutting continues on this contract and now totals 80 feet. The "northwest" crosscut is at 44 feet and the present face is in muscovite-biotite schist; no pegmatite has been encountered to date. The "southeast" crosscut is at 36 feet and has been driven principally in schist. At a point 27.5 feet from the turnoff a pegmatite zone from 12-18" in width was picked up, which contained small sizes of muscovite mica. No changes are anticipated in the targets of these crosscuts at the present and driving will continue in the same general directions.

Mr. Robert A. Laurence, Executive Officer of DMEA, Region VII, accompanied the field examiners on this visit to the mine.

L. E. Shirley

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

K. H. Teague

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

September 24, 1953

INTERIM REPORT

DMEA-2785 Idm-E518 (mica) HALF MOON MINE

OPERATOR: B & R Mica Company, Burnsville, North Carolina.

LOCATION: About one mile west of Bandana Post Office, Mitchell County, N. C. on the steep slope north of North Toe River at an elevation of 2600 ft. and 100 ft. northeast of "A" Workings of the Abernathy Mica Mine.

Crosscutting continues on this contract and the combined footage of the two crosscuts being driven simultaneously is 57 feet. The "northwest" crosscut has been driven in a N 20° W direction for 34 feet in a muscovite-biotite schist. No pegmatite has been encountered to date. The "southeast" crosscut has been driven for 23 feet in muscovite-biotite schist with an occasional pod of pegmatite and quartz stringers. The mine has made very little recent progress because of drilling difficulties.

It was suggested that the separate partition, ladders and landings be installed as soon as practicable. A temporary ladder extends to the bottom.

L. E. Shirley

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

K. H. Teague

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

September 10, 1953

INTERIM REPORT

DMEA-2785 Idm-E518 (mica) HALF MOON MINE

OPERATOR: B & R Mica Company, Burnsville, North Carolina

LOCATION: About one mile west of Bandana Post Office, Mitchell County, N. C. on the steep slope north of North Toe River at an elevation of 2600 ft. and 100 ft. northeast of "A Workings" of the Abernathy Mica Mine.

Crosscutting is under way on this contract and drifts total 37.5 ft. Two crosscuts are being driven simultaneously; the "southeast" heading is at 15 feet and the "northwest" heading is at 22.5 feet. No pegmatite material has been encountered in either drift and both headings show country rock, a tough, muscovite-biotite schist. Some quartz material was picked up at 12 feet in the "southeast" heading.

The mechanical ventilation system has been improved with newer transmission lines and some timbering on the mayway has been accomplished. Progress on this contract is good.

L. E. Shirley

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

August 27, 1953

DEPARTMENT OF THE INTERIOR
Bureau of Mines
RECEIVED
AUG 21 1953

INTERIM REPORT

IMEA-2785 Idm-E518 (mica) HALF MOON MINE

OPERATOR: B & R Mica Company, Burnsville, North Carolina

LOCATION: About one mile west of Bandana Post Office, Mitchell County, N. C. on the steep slope north of North Toe River at an elevation of 2600 feet and 100 feet northeast of "A Workings" of the Abernathy Mica Mine.

Shaft sinking has been completed on this contract to a reported depth of 80 feet. Actual measurement was 76 feet, at which point a turnoff was made to the southeast and a crosscut driven for 10.3 feet in a biotite-muscovite mica schist.

Timbering has been accomplished to about 40 feet, with separated manway, ladders and landings. Temporary ladders are in use from this point to the bottom. The mine foreman stated that the manway will be extended to the bottom within the coming week. Progress on this contract has been good.

L. E. Shirley

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

K. H. Teague

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

August 13, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 12 1953

INTERIM REPORT

DMEA-2785 Idm-E518 (mica) HALF MOON MINE

OPERATOR: B & R Mica Company, Burnsville, North Carolina

LOCATION: About one mile west of Bandana Post Office, Mitchell County, N. C. on the steep slope north of North Toe River at an elevation of 2600 ft. and 100 ft. northeast of "A" Workings" of the Abernathy Mica Mine.

Shaft sinking continues on this contract and is now at 71 feet. Material encountered is a fresh, tough mica schist that requires heavy shooting. A new gasoline powered hoist has recently been installed to replace an old hoist which was causing trouble. Mechanical ventilation is being provided to the working space by a No. 5 Buffalo blower. 9 ft. of shafting remains to be sunk on this contract. Progress on this project has been good.

L. E. Shirley

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

K. H. Teague

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

July 30, 1953

918

INTERIM REPORT

DMEA-2785 Idm-E518 (mica) HALF MOON MINE

OPERATOR: B & R Mica Company, Burnsville, North Carolina

LOCATION: About one mile west of Bandana Post Office, Mitchell County, N. C. on the steep slope north of North Roe River at an elevation of 2600 ft. and 100 ft. northeast of "A Workings" of the Abernathy Mica Mine.

Shaft sinking continues on this contract and is now at 59.5'. The bottom is in tough biotite schist and has required heavy shooting. The shaft has been cribbed solid to this depth and a separate manway with staggered ladders and landings extend to about 35 feet.

Progress on this contract has been good. All safety suggestions and other recommendations made have been accepted and complied with.

L. E. Shirley

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

K. H. Teague

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

July 16, 1953

INTERIM REPORT

DMEA-2785 Idm-E518 (mica) HALF MOON MINE

OPERATOR: B & R Mica Company, Burnsville, North Carolina

LOCATION: About one mile west of Bandana Post Office, Mitchell County, N. C. on the steep slope north of North Toe River at an elevation of 2600 ft. and 100 ft. northeast of "A Workings" of the Abernathy Mica Mine.

Shaft sinking continues on this project and is now down to 39.5 feet, having been cribbed to about 37 feet. Ladderways and platforms have been installed with the exception of the last section. material encountered, since last report, is a hard mica schist that requires drilling and shooting.

Progress on this contract is satisfactory.

L. E. Shirley

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

K. H. Teague

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

June 29, 1953

INTERIM REPORT

DMEA-2785 Idm-E518 (mica) HALF MOON MINE

OPERATOR: B & R Mica Company, Burnsville, North Carolina

LOCATION: About one mile west of Bandana Post Office, Mitchell County, N. C. on the steep slope north of North Toe River at an elevation of 2600 ft. and 100 ft. northeast of "A Workings" of the Abernathy Mica Mine.

Shaft sinking has begun on this contract and is now down to 25 feet. The cross sectional opening is 5' x 7' and the shaft has been cribbed solid with 3" x 6" sawed timbers to present depth. A separated manway has been installed; ladders have been constructed, but not hung. Material encountered for first three feet was pegmatite but remaining footage has been in country rock, a mica schist.

Equipment on the job consists of a straight leg and boom pole as hoisting frame, gasoline powered hoist and a new 105 c.f.m. air compressor with hammer, drills, etc. The hoist and compressor are housed and powder and detonator magazines have been constructed.

Progress on this project has been good.

L. E. Shirley

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

June 18, 1953

K. H. Teague

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

INTERIM REPORT

DMEA-2785 Idm-E518 (mica) HALF MOON MINE

OPERATOR: B & R Mica Company, Burnsville, North Carolina

LOCATION: About one mile west of Bandana Post Office, Mitchell County, N. C. on the steep slope north of North Toe River at an elevation of 2600 ft. and 100 ft. northeast of "A Workings" of the Abernathy Mica Mine.

This project began on May 25, 1953. Preparation of a shaft site by bulldozing has been completed and required approximately 18 hours of machine work. The bulldozer work exposed some pegmatite material and several pieces of muscovite mica were picked up during the operation.

Location of the shaft was made and shaft sinking will begin in the very near future.

L. E. Shirley

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

K. H. Teague

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

June 1, 1953

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D. C.~~
Room 13, Post Office Building
Knoxville 2, Tennessee

May 27, 1953

Memorandum

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

From: Executive Officer, DMEA, Region VII

Subject: Signed Contract - DMEA-2785, Idm-E 518 (mica)
B & R Mica Company, Burnsville, North Carolina

Transmitted herewith are three signed copies of the above subject contract.

A copy was retained by the Operator, one by the Field Team, and one sent to the Regional Finance Officer.

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

Enclosures 3

cc
5/29

FILE COPY
SURNAME:

Feitler
Houk
Chamberlin
Martin

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

MAY 14 1953

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

Subject: Docket No. DMEA-2785 - Mica
B & R Mica Company
Half Moon Mine
Mitchell County, North Carolina

Dear Mr. Laurence:

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

If the contract meets with your approval, insert the time for starting and completing the work in Article 3 of the contract and present it to the Operator for his approval and signature. Please explain to the Operator that the contract, when executed, is a firm commitment under the terms of which it is obligated to complete the work outlined at the agreed unit cost. If any part of this contract does not have either your approval or that of the Operator and cannot be amended within your delegated authority, then the original and all copies of the contract are to be returned to this office, together with the proposed changes for consideration.

After execution of the contract, the copies are to be distributed in the usual manner.

S.H. 5-14-53

Sincerely yours,

W. S. Martin (JHB)

ACTING Chairman, Operating Committee

Approved:

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

T. P. Thayer (JHB)
Member, Geological Survey

SAFeitler:gad 5/11/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

Enclosures 6

B & R MICA CO.
BURNSVILLE, N. C.

April 29, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 1 1953

Mr. Lawrence G. Houk, Chief
Nonmetallic Minerals Division
Washington 25, D. C.

Re: Docket No. DMEA-2785-Mica
Half Moon Mine
Mitchell County, N. C.

Dear Mr. Houk:

With reference to your letter of April 7, I enclose herewith six copies of a map which indicates the lands conveyed from Nellie and Y. C. Sparks to E. L. Briggs and delineates that portion thereof leased to the owner and described by metes and bounds.

Also enclosed an amendment to the original lease which describes the property lease more fully. This amendment has been duly executed and recorded in the register of deeds office of Mitchell County in book 79 page 275. If after checking this, you find any additional information is needed please do not hesitate to call us.

Thanking you very much for your cooperation, I remain

Yours very truly,

B & R MICA COMPANY

Mark W Bennett

Mark W. Bennett, Secretary

MWB:nb
Enclosures

RECEIVED
MAY 4 1953
GENERAL COUNSEL
DEFENSE MINERALS
ADMINISTRATION

B & R MICA CO.
BURNSVILLE, N. C.

April 29, 1953

Mr. Lawrence G. Houk, Chief
Nonmetallic Minerals Division
Washington 25, D. C.

Re: Docket No. DMEA-2785-Mica
Half Moon Mine
Mitchell County, N. C.

Dear Mr. Houk:

With reference to your letter of April 7, I enclose herewith six copies of a map which indicates the lands conveyed from Nellie and Y. C. Sparks to E. L. Briggs and delineates that portion thereof leased to the owner and described by metes and bounds.

Also enclosed an amendment to the original lease which describes the property lease more fully. This amendment has been duly executed and recorded in the register of deeds office of Mitchell County in book 79 page 275. If after checking this, you find any additional information is needed please do not hesitate to call us.

Thanking you very much for your cooperation, I remain

Yours very truly,

B & R MICA COMPANY

Mark W Bennett

Mark W. Bennett, Secretary

MWB:nb
Enclosures

STATE OF NORTH CAROLINA

COUNTY OF MITCHELL

THIS AMENDMENT TO LEASE made and entered into on this the 27th. day of April, 1953, by E. L. BRIGGS and wife, ELOISE BRIGGS, of the County of Yancey and State of North Carolina, hereinafter called parties of the first part, and YATES BENNETT, MARK W. BENNETT and D. M. ROBINSON, individually and B. & R. MICA COMPANY, INC. of Burnsville, North Carolina, a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal place of business at Burnsville, North Carolina, hereinafter called parties of the second part.

W I T N E S S E T H:

FOR THAT WHEREAS, on the 16th. day of January, 1953, the parties of the first part executed a Lease to the parties of the second part, which Lease is recorded in Deed Book 79 at page 171, Records of Deeds for Mitchell County, North Carolina, and in said Lease the property was described by reference only. AND WHEREAS, it is the desire of the parties hereto that a more specific description be had.

NOW, THEREFORE, the parties to this instrument hereby agree and do amend the Lease of January 16th, 1953, by inserting the following description of property which it was intended to include in said original Lease by inserting the specific description.

> Situated near Bandana in the County of Mitchell and adjacent to what is known as the Abernathy Mine and being described as follows:
>
> BEGINNING on a stake, which said stake is South 10° 30' West 164 feet from a marked 18 inch White Oak in the Carolina Mineral Company's corner, and running thence North 68 East 440 feet to a stake in E. L. Briggs' due East line; thence due East 534 feet with E. L. Briggs' East line to a stake; thence South 68 West 1064.5 feet to a stake in the Carolina Mineral Company's marked line; thence North 10° 30' East 237 feet with the Carolina Mineral Company's line to the point of BEGINNING.

With the exception of this Amendment the original Lease of January 16th, 1953, is in all respects to remain the same.

IN TESTIMONY WHEREOF, the parties of the first part and the individuals mentioned as parties of the second part have hereunto set their hands and seals and the B. & R. Mica Company, Inc. has caused its corporate name to be signed to this instrument by its President, attested by its Secretary, all on the day and year first above written.

E. L. Briggs (SEAL)

Eloise Briggs (SEAL)

Yates Bennett (SEAL)

Mark W Bennett (SEAL)

D M Robinson (SEAL)

B. & R. MICA COMPANY, INC.

By Yates Bennett
Vice President

ATTEST:

Mark W Bennett
Secretary

STATE OF NORTH CAROLINA

COUNTY OF YANCEY

Personally came before me this day E. L. Briggs and wife, Eloise Briggs; Yates Bennett; Mark W. Bennett and D. M. Robinson, to me well known to be the persons who signed the foregoing Amendment to Lease, who acknowledged the due execution of said instrument by themselves for the purposes therein expressed.

Witness my hand and notarial seal this the 28 day of April, 1953.

Bernie King
Notary Public

My commission expires the
8 day of Sept., 1954

STATE OF NORTH CAROLINA

COUNTY OF YANCEY

Yates Bennett, being first duly sworn, deposes and says:

That he is Vice-President of B. & R. Mica Company, Inc. and that Mark W. Bennett is Secretary of said corporation; that he, the said Yates Bennett, signed the foregoing instrument as Vice-President and the said Mark W. Bennett signed the same as Secretary of said corporation in attestation thereof and in the presence of said Vice-President; that said instrument is the authority and deed of said corporation and executed by the Vice-President and Secretary of said corporation by authority duly given.

Witness my hand and notarial seal this the 28 day of April, 1953.

Bernie King
Notary Public

My commission expires the
8 day of Sept., 1954

Book 79
Page 275

AMENDMENT TO LEASE

E. L. BRIGGS and wife,
ELOISE BRIGGS

To

B. & R. MICA COMPANY, INC.

Filed for Registration 28th
1953 at 8:45 A. M. and Registered in
the office of the Register of Deeds of Mitchell County,
N. C. this ____ day of ____ 19____ at ____
o'clock ____ M., in Book 79 of Deeds, on Page
275 etc.

Mae Elizabeth Snyder
Deputy Register of Deeds

YANCEY MICA MINES, Inc.

Burnsville, N. C.

March 17, 1953

Mr. Lawrence G. Houk, Chief
Nonmetallic Minerals Division
Defense Minerals Administration
Washington 25, D. C.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 19 1953

Subject: Docket # DMEA-2785--Mica
B & R Mica Mine
Half Moon Mine
Mitchell County, North Carolina

Dear Mr. Houk:

On February 16, 1953, I inadvertently failed to enclose an amendment to the lease of the above mentinned mine that was dated on the fourteenth day of February, 1953, and forwarded to your Knoxville Office. This amendment was made in accordance with the suggestion of Mr. Teague.

Your recent letter requests that a new lease be written so as to "describe the Half Moon Mine by metes and bounds," and I believe the enclosed amendment will answer your purpose. This lease is recorded in Mitchell County, and the original is on file at our office in Burnsville, North Carolina.

The owner of the property is reluctant to sign additional copies of MF-203, and he states that he has signed quite a few of these copies in blank, leaving the filling in to be made in accordance with the contract that will be approved. He further states that he hesitates to sign an additional Consent to Lean in which is set out the description of the property, because he does not know whether or not this will be satisfactory. Therefore, I request that you accept copies of the owners consent that we have heretofore mailed you and that can be signified by the owner when the contract is submitted for execution.

Yours very truly,

D. M. Robinson

D. M. Robinson

DMR/h
Encls.

FILE COPY
SURNAME:

Feitler
Houk.

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

600

APR 7 1953

Mr. D. M. Robinson, President
D & R Mica Company
Burnsville, North Carolina

Re: Docket No. DMMA-2745 - Mica
Half Moon Mine
Mitchell County, North Carolina

Dear Mr. Robinson:

Reference is made to the inadequate property description submitted with the subject application for exploration assistance.

The location "iron stake in the line of the Carolina Mineral Company" which begins the metes and bounds description in the lease amendment dated February 14, 1953, is too indefinite. This can be corrected by the submission of six copies of a map which indicates the lands conveyed from Nellie and Y. C. Sparks to E. L. Briggs and delineates that portion thereof leased to the Operator and described by metes and bounds in the lease amendment dated February 14, 1953.

Sincerely yours,

SIGNED

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

S.N.
4/7/53

SAFeitler:gad 4/7/53

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

UNITED STATES 140
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

April 2, 1953

Memorandum

To: The Administrator
Through: L. G. Houk

From: Chief Counsel

Subject: B & R Mica Company, DMEA-2785

There is attached in satisfactory legal form for execution, a contract covering the above-described project, subject to the attachment of a map which shall be referred to in Annex I, and which shall indicate the lands conveyed from Nellie and Y. C. Sparks to E. L. Briggs and delineate that portion thereof leased to the Operator and described by metes and bounds in Annex I. This is necessary because there is no way of telling where there is located the "iron stake in the line of the Carolina Mineral Company" which begins the description.

Albert Kane
J. L. Hofflund
Chief Counsel

Attachments

Above done - 5/8/53

FILE COPY
SURNAME:

140

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

April 2, 1953

Memorandum

To: The Administrator
Through: L. G. Houk

From: Chief Counsel

Subject: B & R Mica Company, DMEA-2785

There is attached in satisfactory legal form for execution, a contract covering the above-described project, subject to the attachment of a map which shall be referred to in Annex I, and which shall indicate the lands conveyed from Nellie and Y. C. Sparks to E. L. Briggs and delineate that portion thereof leased to the Operator and described by metes and bounds in Annex I. This is necessary because there is no way of telling where there is located the "iron stake in the line of the Carolina Mineral Company" which begins the description.

AEKane
for J. L. Hofflund
Chief Counsel

Attachments

AEKane/em

Copy to: Mails and Files
L. G. Houk
J. L. Hofflund
A. E. Kane
chron.

DMEA 2785

STATE OF NORTH CAROLINA

COUNTY OF MITCHELL

THIS AMENDMENT TO LEASE made and entered into on this the 14th. day of February, 1953, by E. L. Briggs and wife, Eloise Briggs, of the County of Yancey and State of North Carolina, hereinafter called parties of the first part, and Yates Bennett, Mark W. Bennett and D. M. Robinson, individually, and B. & R. Mica Company, Inc. of Burnsville, North Carolina, a corporation organized and existing under and by virtue of the laws of the State of North Carolina with its principal place of business at Burnsville, North Carolina, hereinafter called parties of the second part.

W I T N E S S E T H:

FOR THAT WHEREAS on the 16th. day of January, 1953, the parties of the first part executed a Lease to the parties of the second part, which Lease is recorded in Deed Book 79 at page 171, Records of Deeds for Mitchell County, North Carolina, and in said Lease the property was described by reference only. AND WHEREAS, it is the desire of the parties hereto that a more specific description be had.

NOW, THEREFORE, the parties to this instrument hereby agree and do amend the Lease of January 16th, 1953, by inserting the following description of property which it was intended to include in said original Lease by inserting the specific description.

> Situated near Bandana in the County of Mitchell and adjacent to what is known as the Abernathy Mine and being described as follows:
>
> BEGINNING at an iron stake in the line of the Carolina Mineral Company and runs thence a West course with the line of the Carolina Mineral Company 200 feet to an iron stake; thence running a Northerly direction and parallel with the pegmatite vein 300 feet to an iron stake; thence running an Easterly direction 400 feet to an iron stake; thence running a Southerly direction 300 feet to the BEGINNING.

And with the exception of this Amendment the original Lease of January 16th, 1953, is in all respects to remain the same.

IN TESTIMONY WHEREOF, the parties of the first part and the individuals mentioned as parties of the second part have hereunto set their hands and seals and the B. & R. Mica Company, Inc. has caused its corporate name to be signed to this instrument by its President, attested by its Secretary all on the day and year first above written.

E. L. Briggs (SEAL)

Eloise Briggs

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 19 1953

Yates Bennett (SEAL)

Mark W Bennett (SEAL)

D M Robinson (SEAL)

B. & R. Mica Company, Inc.

By Yates Bennett, Vice President

ATTEST:

Mark W Bennett
Secretary

STATE OF NORTH CAROLINA

COUNTY OF YANCEY

Personally came before me this day E. L. Briggs and wife, Eloise Briggs; Yates Bennett; Mark W. Bennett and D. M. Robinson, to me well known to be a part of the persons who signed the foregoing Amendment to Lease; who acknowledged the due execution of said instrument by themselves for the purposes therein expressed.

Witness my hand and notarial seal this the 14 day of February, 1953.

Bernie King
Notary Public

My commission expires the
8 day of September, 1954.

STATE OF NORTH CAROLINA

COUNTY OF YANCEY

Yates Bennett, being first duly sworn, deposes and says:

That he is Vice-President of B. & R. Mica Company, Inc. and that Mark W. Bennett is Secretary of said corporation; that he, the said Yates Bennett, signed the foregoing instrument as Vice-President and the said Mark W. Bennett signed the same as Secretary of said corporation in attestation thereof and in the presence of said Vice-President; that said instrument is the authority and deed of said corporation and executed by the Vice-President and Secretary of said corporation by authority duly given.

Witness my hand and notarial seal this the 14 day of February, 1953.

Bernie King
Notary Public

My commission expires the
8 day of September, 1954.

RECORDED
REGISTER OF DEEDS

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 30 1953

January 28, 1953

Memorandum

To: Operating Committee - D M E A- Washington

From: Acting Executive Officer, D M E A - Region 7

Subject: Lease on Half Moon Mine Property, Mitchell County, N.C. DMEA-2785 (mica). B & R Mica Company, Applicants.

Enclosed is a copy of the lease on the subject property which was received in this office today. The applicant stated that the original is in the office of the Register of Deeds, Mitchell County, and will be returned to their office in Burnsville, and if we desire registration data they will be glad to forward it to us later.

Wm. A. Beck

Wm. A. Beck

NORTH CAROLINA

MITCHELL COUNTY

THIS MINING LEASE made and entered into this 16th. day of Jan. 1953 by and between E.L.Briggs and wife Eloise Briggs, of Yancey County, N.C. parties of the first part and(2) B & R Mica Co. Inc. Burnsville, N.C., D.M.Robinson Mars Hill, N.C. Pres., Yates Bennett, Burnsville, N.C. V-Pres., Mark Bennett, Burnsville, N.C. Sec. & Treas., parties of the second part.

W I T N E S S E T H

That the parties of the first part for and in consideration of the performance of the conditions and agreements and the payments of royalties as hereinafter set forth have bargained and leased, and by these presents doth bargain, lease and grant unto the parties of the second part for mining purposes only, for a period of Five Years from this date, that certain tract or parcel of land or lands, (2) described in Deed Book 100, Page 136 of Mitchell County, North Carolina in the conveyance from Nellie Sparks, & T.C. Sparks to E.L.Briggs, dated Nov. 27th. 1942. Said property benig located near Bandana, Mitchell Co. and containing the Half Moon Mine that is adjasent to the abermathy Mine of Mitchell County.

TO HAVE AND TO HOLD This mine for mining purposes only unto the parties of the second part, their heirs and assigns, for a period of Five Years upon the full compliance with eath and all of the following terms and conditions as set forth herewith.

1. MINING RIGHTS.

The parties of the second part shall have the right as independent contractors to search for and obtain Mica, Feldspar and any other minerals that may be found in the vein or veins of the Half Moon Mica Mine with the right to follow these veins ~~of this~~ in any direction they may lead on the property of the parties of the first part, but it is understood and agreed to by all parties that the parties of the first part are to have the right to lease any other mica mines or veins on this property to other persons or parties, the parties of the second part are to at all times mine this property in a workman like manner and to leave the mine in a good, clean, and workable condition when they shall cease working same.

They are to also have the right to dump waste or muck on the lands of the parties of the first part, also the rights of ingress, and engress to said mine for mining purposes, the right to use roads or build roads for mining purposes, the right to use water and timber (merchantible timber excepted) for mining purposes only.

2. MANNER OF WORK.

The parties of the second part are at all times to use machinery, equiptment and labor sufficient to operate the mine or mines in a workman like manner. Work in said mines shall commence within 15 days from this date and shall not cease for more than 30 days unavoidable accidents and acts of God excepted. If any of the above conditions and terms are violated then the parties of the first part, their heirs or assigns may at their option declare this lease null and void and of no futher effect and thereupon the parties of the first part, their heirs or assigns shall have the right of re-entry and immediate possesion of the mines without further notice to the parties of the second part.

3. ROYALTIES.

The parties of the second part hereby expressly agree to pay the parties of first part their heirs or assigns a royalty of one-eight, (12 1/2) per cent of the sale price of any and all mica mined

and sold from said mines, 75 cents per long ton for all Feldspar mined and sold, and the usual and customary royalty on all other minerals sold. All mica mined from said mines is to be weighed each day it is mined and is to be stored in a safe place in Yancey County, N.C. or some other place agreed upon by all parties and the parties of the first part are to be furnished a copy of said weights at any time they should demand same.

The parties of the first part their heirs or assigns shall have the right to visit and inspect the mines and the mica houses where the mica is stored or being worked for the market, all mica mined from this mine is to be kept separate and apart from any mica mined from other mines by the parties of the second part or any that is mined by the Yancey Mica Mines, Inc. The parties of the first part their heirs or assigns shall have the right to inspect the books of the parties of the second part pertaining to any thing in connection with this mine.

All royalties are to be paid immediately after each and every sale made of any minerals and a duplicate copy of each bill of sale shall be furnished the parties of the first part their heirs or assigns each time any royalty is paid. This lease cannot be sold or assigned without first obtaining the written consent of the parties of the first part their heirs or assigns.

4. COVENANTS.

IN WITNESS WHEREOF, the parties to this lease have this day signed their names and affixed their seals.

E L Briggs (Seal)

Eloise Briggs (Seal)

D M Robinson (Seal)

Yates Bennett (Seal)

Mark W Bennett (Seal)

NORTH CAROLINA

YANCEY COUNTY.

Personally came before me this day E.L.Briggs and wife Eloise Briggs, Yates Bennett, Mark Bennett, and D.M.Robinson, all being parties to this lease and instrument, to me well known to be the persons who signed same, and who acknowledged the due execution of this instrument for the purposes therein expressed.

Witness my hand and seal this the 16th. day of January, 1953.

J Bernie Long
Notary Public.

Seal.

My Commission expires the 8th. day of ~~April~~ Sept, 1954

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

MAR 9 1953

Mr. E. F. Robinson, President
B & R Mica Company
Burnsville, North Carolina

Re: Docket No. DMEA-1705 (Mica)
Half Moon Mine
Mitchell County, North Carolina

Dear Mr. Robinson:

Reference is made to your lease dated January 16, 1953, from Mr. and Mrs. E. L. Briggs.

In the first paragraph of the lease you are apparently granted the right to mine on all the property described in the recorded deed. However, under the heading "Mining Rights", the lease limits the mining rights to the "Half Moon Mine" with the further right to follow its veins in any direction that they may lead on the property, and reserves to the lessors the right to lease the mining rights in other mica mines on the property to others. Consequently, the lease should be corrected or a new lease written which will describe the Half Moon Mine by metes and bounds.

A new Owner's Consent to Lien should also be submitted. It should refer to "the property described in a lease to the operator, hereinafter referred to, dated (being the date of the corrected lease or the new lease) or give the actual description of the property as set forth in the corrected or new lease. The latter method will avoid the necessity of attaching a copy of the lease to each copy of the Owner's Consent to Lien. Enclosed are eight copies of this form for your use but only six copies need be executed and returned to this office.

Very truly yours,

SIGNED

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

Enclosures 8
EAFeitler:ALKane:ema: 3/6/53
cc: Adm. R. File
Mails & Files
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Houk
J. L. Hoffland
A. L. Kane
Chron.

FILE COPY
SURNAME:

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

140

Rewritten by

S.A.Feitler
A.E.Kane
Hofflund
Houk

MAR 9 1953

Mr. D. M. Robinson, President
B & R Mica Company
Burnsville, North Carolina

A.C. 3/9/53

Re: Docket No. DMEA-2785 (Mica)
Half Moon Mine
Mitchell County, North Carolina

Dear Mr. Robinson:

Reference is made to your lease dated January 16, 1953, from Mr. and Mrs. E. L. Briggs.

In the first paragraph of the lease you are apparently granted the right to mine on all the property described in the recorded deed. However, under the heading "Mining Rights", the lease limits the mining rights to the "Half Moon Mine" with the further right to follow its veins in any direction that they may lead on the property, and reserves to the lessors the right to lease the mining rights in other mica mines on the property to others. Consequently, the lease should be corrected or a new lease written which will describe the Half Moon Mine by metes and bounds.

A new Owner's Consent to Lien should also be submitted. It should refer to "the property described in a lease to the operator, hereinafter referred to, dated" (being the date of the corrected lease or the new lease) or give the actual description of the property as set forth in the corrected or new lease. The latter method will avoid the necessity of attaching a copy of the lease to each copy of the Owner's Consent to Lien. Enclosed are eight copies of this form for your use but only six copies need be executed and returned to this office.

Sincerely yours,

SIGNED

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

Enclosures 8
#AFeitler:AEKane:ema: 3/6/53
cc: Adm. R. File
Mails & Files
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Houk
J. L. Hofflund
A. E. Kane
Chron.

FILE COPY
SURNAME:

Feitler
Houk

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

600

FEB 2 7 1953

Mr. D. M. Robinson
B and R Mica Company
Burnsville, North Carolina

Subject: Docket No. DMRA-2785 - Mica
B and R Mica Company
Half Moon Mine
Mitchell County, North Carolina

Dear Mr. Robinson:

Your letter of February 17, 1953 has been received but the copy of the amended lease was not enclosed.

If the lease in question is the one dated January 16, 1953, from Mr. and Mrs. Briggs to D. M. Robinson, Yates Bennett and Mark W. Bennett, it will not be necessary to submit a copy as one has been received from the Knoxville Office.

2/27/53

It appears that this lease should be recorded in Mitchell County rather than Yancey County as stated in the last paragraph of your letter.

Sincerely yours,

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

SAFeitler:gad 2/26/53

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

YANCEY MICA MINES, Inc.

Burnsville, N. C.

February 17, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 19 1953

Mr. Lawrence G. Houk, Chief
Non-Metalic Minerals Division
Defense Minerals Administration
U. S. Dept. of Interior
Washington, D. C.

Subject: Docket DMEA 2785
Half Moon Mine

Dear Mr. Houk:

You will find enclosed a copy of anamended lease for the above mentioned mine. This amendment is made in accordance with the suggestions of Mr. Teague of the Knoxville Office.

If there is any additional information that you desire, we shall be more than glad to furnish you with it.

The original lease is now being recorded in Yancey County.

Yours very truly,

YANCEY MICA MINES, INC.

D M Robinson

D. M. Robinson, Sec. and Treas.

DMR/h
Encls.

No Enclosures rec'd. in Nonmetallic Minerals Div.
gad
2-19-53

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

February 10, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 11 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2785, Mica, Half Moon Mine, Mitchell County, North Carolina

I concur in the field team's recommendation for an exploration program in the amount of $9,900.00.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

G-MD-CNM

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

February 5, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 6 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2785 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: J. J. Norton, U. S. Geological Survey
Applicant: B and R Mica Company, c/o D. M. Robinson, Mars Hill, North Carolina.
Name of property: Half Moon.
Location of property: 1 mile west of Bandana Post Office, Mitchell County, North Carolina.
Date of field team report: January 16, 1953.
Authorship of field team report: K. H. Teague.
Field team's recommendation:

1. Bulldozer stripping 20 by 50 by 80 feet.
2. 80-foot shaft.
3. 140 feet of drifts and crosscuts.

ACTION SUGGESTED:
Follow field team's recommendation.

JJNorton
J. J. Norton

Mr. Feider

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D.C.~~
Room 13, Post Office Building
Knoxville 2, Tennessee

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 4 1953

February 2, 1953

Memorandum

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

From: Executive Officer, DMEA Field Team, Region VII

Subject: Lease on Half Moon Mine Property,
Mitchell County, North Carolina, DMEA-2785 (mica)
B & R Mica Company, applicant

The lease on the subject application which was transmitted to you from this office on January 28 was recorded on January 26, 1953, in Book 79, Page 171, in the office of the Register of Deeds at the Court House in Bakersville, Mitchell County, North Carolina.

Robert A. Laurence

Robert A. Laurence
Executive Officer
Region VII

Mr. Feitler
gad

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 22 1953

January 19, 1953

Memorandum

To: Operating Committee, D M E A - Washington

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

Subject: Field Examination Report on DMEA-2785 (mica). B & R Mica Co., Applicant. Half Moon Mine. Mitchell County, N. C.

Transmitted herewith are 4 copies of the field examination report on the subject mine. The Field Team concurs in these recommendations.

The applicants are obtaining a new lease on the deposit covering the points outlined in the Operating Committee's letter to the Field Team, dated December 11, 1952. As soon as this new lease is received it will be sent to you.

Enclosed are 6 extra copies of a sketch of the mine for your use.

Robert A. Laurence

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

Wm A Beck

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

Reviewed by
DMEA OPERATING COMMITTEE

1-26-53
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

DMEA-2785, HALF MOON MINE (mica)

Mitchell County, N. C.

By

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

January 16, 1953

Reviewed by
DMEA OPERATING COMMITTEE

1-26-53
(date)

Field Examination Report
on
DMEA-2785, HALF MOON MINE (mica)

Applicant: B and R Mica Company, c/o D.M. Robinson
Mars Hill, North Carolina

The Half Moon Mine is situated at an elevation of approximately 2600 feet on the steep slope north of North Toe River about one mile west of Bandana Post Office, Mitchell County, North Carolina.

The Half Moon Mine is located about 100 feet northeast of " A Workings" at the Abernathy Mica Mine. Two large circular pits have been worked at this place. The deposit appears to justify exploration. It is recommended that the surface be stripped from an area 80 feet long, 50 feet wide, to a depth of 20 feet, and an 80-foot shaft sunk at the approximate position shown on the attached sketch, and a total of 140 feet of drifting and cross-cuts driven from the bottom of the shaft.

This mine was examined January 10, 1953. The applicants, Mark Bennett, Yates Bennett, and D. M. Robinson accompanied the field examiner on the examination which required three hours.

Access to the mine is good at all seasons of the year. About one mile of gravel mine road extends from the mine to the paved highway.

The applicants hold the property by lease. A new lease is being drawn to the B and R Mica Company and will be sent to Washington as soon as received at this office. Area covered by the lease is adequate to provide adequate working and dumping space. The applicants are competent to conduct the project.

Existing development at the mine consist of two circular pits on the pegmatite, and one short crosscutting adit which explores a small parallel pegmatite. These openings are shown on the attached sketch. None of the openings are more than 30 feet deep.

In general the geology is a continuation of the geology at the Abernathy mine. The pegmatite is intruded in mica schist which trends in general a little east of north and dips to the southeast; however, locally there are variations in strike and reversal of dips.

At the south end of the area the pegmatite is at least 30 feet thick, but to the northeast it narrows to about 10 feet thick. Where the thickness is greatest the southeast contact dips about 60° SE and the western contact dips 80° NW. In the area of the proposed shaft the pegmatite appears to be near vertical.

Composition of the pegmatite is similar to that at the Abernathy Mine. There seems to be no large quartz mass presently exposed. In general the composition of the pegmatite consists of coarse blocky microcline, some plagioclase, quart, and muscovite and biotite mica. The mica occurs mainly along the pegmatite contacts.

The mica is hard, generally flat, clear, deep ruby colored, and splits well. Much of it is slightly to heavily ruled. Where observed the pegmatite is very rich in mica, but mostly in small sizes. Many of the books display intergrowth of biotite with muscovite, but this defect does not appear excessive or does it do any appreciable damage to the sheet mica.

The field examiner recommends that exploration assistance be granted on this deposit. Exploration should consist of stripping the pegmatite for a distance of 80 feet along the pegmatite strike over a width of 50 feet, and to a depth of 20 feet. This work is necessary in order to make the shaft site safe. Following the stripping a shaft site should be selected and an 80-foot 5' x 7' timbered shaft sunk on the pegmatite. From the bottom of the shaft drifts should be driven on the pegmatite. As there is a possibility that parallel pegmatites occur west of the one exposed it is recommended that a 40-foot crosscut be driven to the northwest and short drifts made on any pegmatites that may be found.

Estimated Cost:

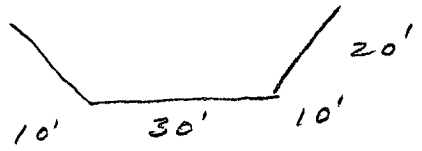
Bulldozing, 50 hrs. @ $12.00/hr.	$ 600.00
80-foot shaft, 5' x7', @ $55.00/ft.	4400.00
40 feet of crosscut @ $35.00/ft.	1400.00
100 feet of drift @ $35.00/ft.	3500.00
Estimated Total cost.....	$9900.00

>25¢/c.y.

Estimated time required 140 shifts.

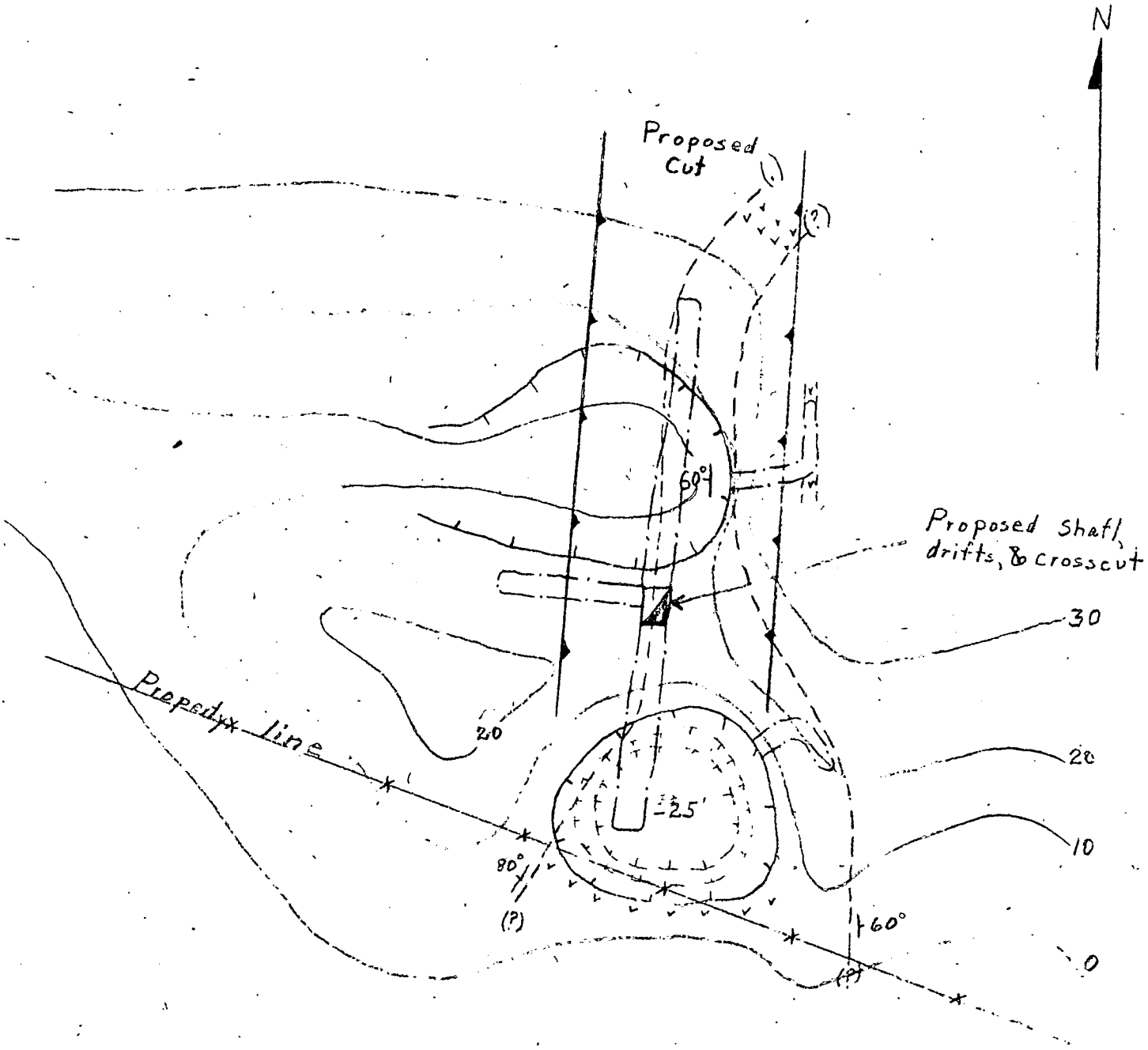
January 16, 1953.

Kefton H. Teague, USGS



zm $\frac{40 \times 20 \times 80}{27} = 2370$ cy

600 ÷ 2370 = 25¢/c.y.



Sketch of
Half Moon Mine
Mitchell Co., N.C.

0 20' 40
Scale

DMEA-2785 (Mica)

FILE COPY
SURNAME:

Feitler
Hardy
Stin

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 630

DEC 11 1952

Mr. D. M. Robinson, President
B & R Mica Company
Burnsville, North Carolina

Subject: Docket No. DMEA-2785 - Mica
B & R Mica Company
Mars Hill, North Carolina
Half Moon Mine
Mitchell County, North Carolina

Dear Mr. Robinson:

Reference is made to the subject application for exploration assistance at the Half Moon Mine in Mitchell County, North Carolina.

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 (fw)

Administrator

S.H.
12-11-52

SAFeitler:gad 12/10/52

Copy to: Admr. R. File
Docket File
Operating Committee (2)
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Houk

FILE COPY
SURNAME:

Feitler
Houk

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

DEC 11 1952

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

Subject: Docket No. DMEA-2785 - Mica
B & R Mica Company
D. M. Robinson, President
Mars Hill, North Carolina
Half Moon Mine
Mitchell County, North Carolina

Dear Mr. Laurence:

Reference is made to the subject application for exploration assistance at the Half Moon Mine near Bandanna, Mitchell County, North Carolina.

Please arrange for a field examination and report on this mine. If an exploration program is recommended, the Operator should be asked to submit the following:

1) A new lease or an amendment to the present lease which includes:

a) A description of the land of which the lease is part. (County, Book, and Page of record will suffice.)

b) A clear description of a definite part of the above land which includes the Half Moon Mine. (The Field Team should verify the adequacy of the lease area.)

2) An assignment of the lease by Bennett, Bennett, and Robinson to B & R Mica Company.

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

Sincerely yours,

Ernest Wm. Ellis (JHB)

Chairman, Operating Committee

Approved:

J. H. Hedges (JHB) ACTING

Member, Bureau of Mines

A. R. Kinkel, Jr. (JHB)

Member, Geological Survey

Enclosures 2

SAFeitler:gad 12/10/52
Copy to: Admr. R. File
Operating Committee (2)
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Houk
Docket File

12-11-52

IN REPLY REFER TO:
G-MB-CNM

Mr. Fiellos

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

December 1, 1952

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 2 1952

Memorandum

REVIEW OF APPLICATION DMEA-2785 (mica).

To: L. W. Houk, Defense Minerals Exploration Administration
From: P. L. Weis, U. S. Geological Survey
Applicant: B and R Mica Company
Name of Property: Half Moon Mine
Location of property: Mitchell County, North Carolina

Estimated cost of project: $5,500.

Summary of applicant's proposal: Applicant proposes to construct 1000 feet of access road with bulldozer, bulldoze off overburden to expose the pegmatite, and sink a shaft 60 feet deep and drive a drift 50 feet.

Sources of information on applicant's property: None

RECOMMENDATION: Examination by the field team.

JJ Norton for
Paul L. Weis

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration

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

NOV 24 1952

Not to be filled in by applicant

Docket No. DMEA-2785
Metal or Mineral
Date Received 11-24-52
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: B & R Mica Company (Half Moon Mine), Burnsville, 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

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

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

(*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.

5. *The exploration project.*—(*a*) [redacted]te the mineral or minerals for which you w[redacted]o explore .....

.....

(*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 November 19, 1952

B & R Mica Company
(Applicant)

By D M Robinson

President

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

B & R MICA COMPANY
BURNSVILLE, N.C.
(Half Moon Mine)

Form MF-103 (Rev.)

1. (a) B & R Mica Company, Burnsville, North Carolina
   (b) Incorporated in state of North Carolina on November 3, 1952.
   (c) D. M. Robinson, President, Mars Hill, N. C.
   Yates Bennett, Vice President, Burnsville, N. C.
   Mark W. Bennett, Sec. & Treas., Burnsville, N. C.
   (d) Not applicable

2. Complied with

3. (a) See lease attached
   (b) Half Moon Mine
   (c) Lessee
   (d) Copy of original lease attached to original copy of MF-103.
   (e) Not applicable
   (f) Not applicable

4. (a) There has been some ground-hogging and there is a pit 15 feet wide with depth of 20 feet from some old workings. There is not any mining at present on the property. The property is accessible via road.
   (b) None
   (c) Mine is adjacent to old Abernathy Mine that is a producer of strategic mica at present time. There are three distinct veins in the Abernathy and it is believed that the extension of these veins extends on to the property of the Half Moon. There are no geological and engineering reports available.
   (d) A short road approach of approximately 1000 feet from a road built by Colonial Mica Program. The mine is approximately 12 miles Northwest of Spruce Pine.
   (e) Manpower, material, supplies, equipment, water, and power is available.

5. (a) Strategic mica
   (b) It is proposed to block out a road to the project site; bulldoze off overburden to expose the pegmatite; sink a shaft 60 feet; and drive a 50 foot drift. There are no available maps.
   (c) Work will start within 30 days and be completed within three months.
   (d) The present corporation has had no experience in mining, but officers are operating other mines. The best available miner will be selected to operate the Half Moon.

6. (a) None
   (b)

Foreman	50-8 hr. dys.	@	1.50/hr.	$ 600.00
Driller	40-8 hr. dys.	@	1.25/hr.	400.00
2 Muckers	40-8 hr. dys.	@	1.00/hr.	640.00
Hoistman	40-8 hr. dys.	@	1.25/hr.	400.00

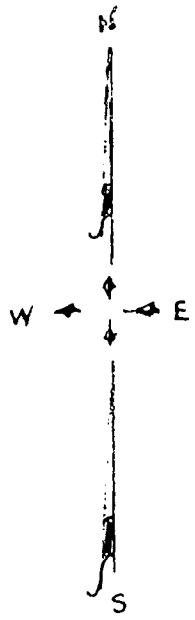
B & R MICA COMPANY
BURNSVILLE, N.C.
(Half Moon Mine)

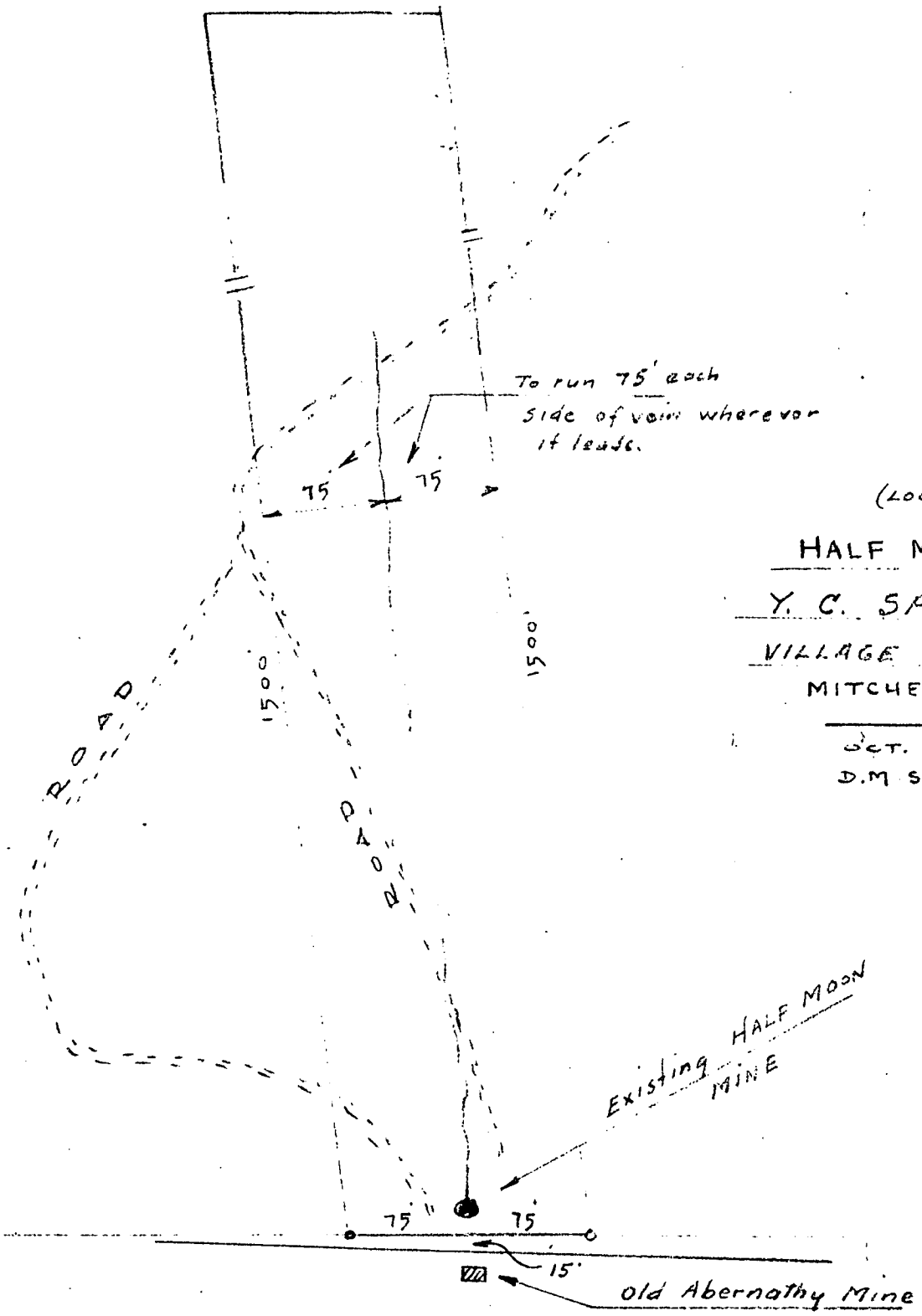
Form MF-103 (Rev.)

6. (b)	Carpenter	3-8 hr. dys. @ 1.25/hr.	30.00	
	Laborer	10-8 hr. dys. @ .90/hr.	72.00	
	Engineer	2-dys. @ $25/dy.	50.00	$2,192.00
(c)	Air hose & small tools		200.00	
	Steel (3) sets intrasit		270.00	
	Power		30.00	500.00
(d)	Rented:			
	Air compressor	2 mos. @ 200.00/mo.	400.00	
	Hammer	2 mos. @ 25.00/mo.	150.00	
	Hoist	2 mos. @ 100.00/mo.	200.00	
	Bulldozer with blade	50 hrs. @ 10.00/hr.	500.00	1,250.00
	Purchased:			
	Column & arm		175.00	
	Dynamite & exploders		420.00	595.00
	Furnished by operator:			
	Water pump & pipe	2 mos. @ 10.00/mo.	20.00	
	Fan	2 mos. @ 10.00/mo.	20.00	
	Jeep	2 mos. @ 75.00/mo.	150.00	190.00
(e)	None			
(f)	Tool house (12 x 12) and 2 magazines		250.00	250.00
(g)	Insurance		250.00	
	Payroll taxes (1 1/2% of $2,142.00)		32.13	
	Misc. Gen. Repair, and Maintenance		50.00	332.13
(h)	Contingencies, wiring, fuel, oil & mis. supplies		190.87	190.87

7. (a) Yes
(b) Money and with use of equipment owned by B & R Mining Company.

COPY





(LOCATION)

HALF MOON MINE

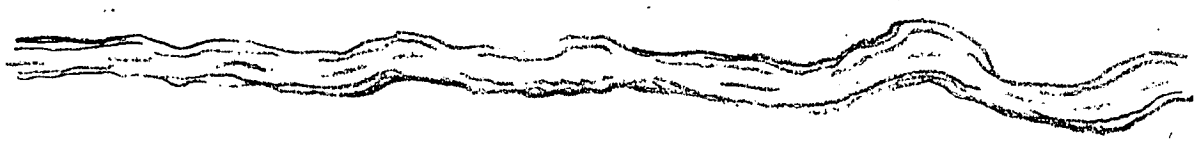
Y. C. SPARKS LANDS.

VILLAGE OF BANDANNA.

MITCHELL COUNTY, N.C.

OCT. 28th, 1952

D.M Sholas, Engineer



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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 3 1952

Mr Fitter

December 2, 1952

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2785, Mica, Half Moon Mine, Mitchell 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

YANCEY MICA MINES, Inc.

Burnsville, N. C.

November 28, 1952

DEPARTMENT OF THE INTERIOR
Defence Minerals Administration
DEC 1 1952

Mr Feitler

Defence Minerals Exploration Administration
U.S. Department of Interior
Washington 25 , D.C.

Subject: DMEA- 2785
Half Moon Mine

Dear Mr. Houk:-

You will find enclosed three copies of Form MF-203, Owner Consent to Lien, executed by Mr. & Mrs. Briggs.

Yours very truly,

B&R Mica Company

D.M.Robinson

D.M.Robinson, Pres.

Rec'd 3 copies MF 203

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

November 24, 1952

Memorandum

To: Executive Officer, DMEA Field Team, Region VII

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number

There is listed below the assigned Docket Number to an application recently received from Region VII.

DMEA-2785 - B & R Mica Company

R. E. ADAMS
Robert E. Adams, Chief
Operation's Control and
Statistics Division

November 24, 1952

Mr. D. M. Robinson, President
B & R MICA COMPANY
Burnsville, N.C.

Subject: DMEA-2785
Re: Exploration Assistance
Half Moon Mine

My dear Mr. Robinson:

The receipt of your application dated Nobember 19, 1952 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-2785 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-2785 in any future correspondence relating to your application.

Sincerely yours,

R. E. ADAMS

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

25451

DMEA-2785

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

Room 13, Post Office Building
Knoxville, Tennessee

November 20, 1952

Memorandum

To: Operating Committee, Washington - DMEA

From: Acting Executive Officer - DMEA - Region VII

Subject: Application- B.& R Mica Co. (Half Moon Mine) Burnsville, N. C.

Transmitted herewith are three copies of the subject application and three copies of Form MF-203, Owner's Consent to Lien which were received in this office today.

As only three copies of the Owner's Consent to Lien were received, we have written the applicant asking that three additional copies be signed and sent direct to Mr. Houk.

We have retained one copy of the application for our files.

W A Beck
Wm. A. Beck

3 additional copies rec. 12/2/52

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
NOV 2 - 1952

DMEA-2785

FILE COPY
SURNAME:

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

Room 13, Post Office Building
Knoxville, Tennessee

November 20, 1952

Mr. D. M. Robinson
B & R Mica Company
Burnsville, N. C.

Dear Mr. Robinson:

This will acknowledge receipt of your application for aid in an Exploration Project on the Half Moon Mine property in Mitchell County, N. C. This has been forwarded to Washington for processing.

In your transmittal you only sent three copies of Form MF-203, whereas, six copies are required before a contract can be consumated. We are therefore enclosing five additional copies for the signatures of Mr. & Mrs. Briggs. You may give one to Mr. Briggs, retain one for your files and send three copies to the Defense Minerals Exploration Administration, U. S. Dept. of the Interior, Washington 25, D. C. Attention Mr. Houk.

Very truly yours,

Wm. A. Beck, Acting
Executive Officer, DMEA
Field Team, Region 7

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration

NOV 2 - 1952

WAB/sm
cc:
Laurence
Lynch
Opr. Com.
Files-2

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 24 1952

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-2785
Metal or Mineral
Date Received 11-24-52
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: B & R Mica Company (Half Moon Mine), Burnsville, 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

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

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

(*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.

5. *The exploration project.*—State the mineral or minerals for which you wish to explore .....

(*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 November 19, 1952

B & R Mica Company
(Applicant)

By D M Robinson

President

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

B & R MICA COMPANY
BURNSVILLE, N.C.
(Half Moon Mine)

Form MF-103 (Rev.)

1. (a) B & R Mica Company, Burnsville, North Carolina
   (b) Incorporated in state of North Carolina on November 3, 1952.
   (c) D. M. Robinson, President, Mars Hill, N. C.
   Yates Bennett, Vice President, Burnsville, N. C.
   Mark W. Bennett, Sec. & Treas., Burnsville, N. C.
   (d) Not applicable

2. Complied with

3. (a) See lease attached
   (b) Half Moon Mine
   (c) Lessee
   (d) Copy of original lease attached to original copy of MF-103.
   (e) Not applicable
   (f) Not applicable

4. (a) There has been some ground-hogging and there is a pit 15 feet wide with depth of 20 feet from some old workings. There is not any mining at present on the property. The property is accessible via road.
   (b) None
   (c) Mine is adjacent to old Abernathy Mine that is a producer of strategic mica at present time. There are three distinct veins in the Abernathy and it is believed that the extension of these veins extends on to the property of the Half Moon. There are no geological and engineering reports available.
   (d) A short road approach of approximately 1000 feet from a road built by Colonial Mica Program. The mine is approximately 12 miles Northwest of Spruce Pine.
   (e) Manpower, material, supplies, equipment, water, and power is available.

5. (a) Strategic mica
   (b) It is proposed to block out a road to the project site; bulldoze off overburden to expose the pegmatite; sink a shaft 60 feet; and drive a 50 foot drift. There are no available maps.
   (c) Work will start within 30 days and be completed within three months.
   (d) The present corporation has had no experience in mining, but officers are operating other mines. The best available miner will be selected to operate the Half Moon.

6. (a) None
   (b)

Foreman	50-8 hr. dys.	@	1.50/hr.	$ 600.00
Driller	40-8 hr. dys.	@	1.25/hr.	400.00
2 Muckers	40-8 hr. dys.	@	1.00/hr.	640.00
Hoistman	40-8 hr. dys.	@	1.25/hr.	400.00

B & R MICA COMPANY
BURNSVILLE, N.C.
(Half Moon Mine)

Form MF-103 (Rev.)

6. (b)	Carpenter	3-8 hr. dys. @ 1.25/hr.	30.00	
	Laborer	10-8 hr. dys. @ .90/hr.	72.00	
	Engineer	2-dys. @ $25/dy.	50.00	$2,192.00
(c)	Air hose & small tools		200.00	
	Steel (3) sets intrasit		270.00	
	Power		30.00	500.00
(d)	Rented:			
	Air compressor	2 mos. @ 200.00/mo.	400.00	
	Hammer	2 mos. @ 25.00/mo.	150.00	
	Hoist	2 mos. @ 100.00/mo.	200.00	
	Bulldozer with blade	50 hrs. @ 10.00/hr.	500.00	1,250.00
	Purchased:			
	Column & arm		175.00	
	Dynamite & exploders		420.00	595.00
	Furnished by operator:			
	Water pump & pipe	2 mos. @ 10.00/mo.	20.00	
	Fan	2 mos. @ 10.00/mo.	20.00	
	Jeep	2 mos. @ 75.00/mo.	150.00	190.00
(e)	None			
(f)	Tool house (12 x 12) and 2 magazines		250.00	250.00
(g)	Insurance		250.00	
	Payroll taxes (1 1/2% of $2,142.00)		32.13	
	Misc. Gen. Repair, and Maintenance		50.00	332.13
(h)	Contingencies, wiring, fuel, oil & mis. supplies		190.87	190.87

7. (a) Yes 5,500.00
(b) Money and with use of equipment owned by B & R Mining Company.

NORTH CAROLINA

MITCHELL COUNTY

THIS MINING LEASE made and entered into this the 20th, day of October, 1952 by and between E.L. Briggs and wife Eloise Briggs, of Yancey County, N. C. parties of the first part and Yates Bennett, Mark Bennett of Yancey County, N. C. and D.M. Robinson, of Madison County, N.C. parties of the second part, doing business as the B & R Mica Company.

W I T N E S S E T H

That the parties of the first part for and in consideration of the performance of the conditions and agreements and the payments of royalties as hereinafter set forth have bargained and leased, and by these presents doth bargain, lease and grant unto the parties of the second part for mining purposes only, for a period of Five Years from this date, that certain tract or parcel of land or lands on the Y.C. Sparks lands known as the Half Moon Mine, located in Mitchell County near Bandanna, N.C. and near the Abernathy Mica Mine.

TO HAVE AND TO HOLD this mine for mining purposes only unto the parties of the second part, their heirs and assigns, for a period of Five years upon the full compliance with each and all of the following terms and conditions as set forth herewith.

1. MINING RIGHTS.

That parties of the second part shall have the right as independant contractors to search for and obtain Mica, Feldspar and any other minerals that may be found in the vein or veins of the Half Moon Mica Mine with the right to follow these veins in any direction that may lead on the property of the parties of the first part, but it is understood and agreed to by all parties that the parties of the first part are to have the right to lease any other mica mines or veins on these properties to other persons or parties, the parties of the second part are to at all times

LAW OFFICE
E. L. BRIGGS
BRIGGS BLDG.
BURNSVILLE, N. C.

mine these properties in a workman like manner and to leave the mines in a good clean and workable condition when they shall cease working same.

They are to also have the right to dump waste or muck on the lands of the parties of the first part, also the rights of ingress, and egress to said mines for mining purposes, the right to use roads or build roads for mining purposes, the right to use water and timber (merchantible timber excepted) for mining purposes only.

2.MANNER OF WORK.

The parties of the second part are at all times to use machinery, equipment and labor sufficient to operate the mine or mines in a workman like manner. Work in said mines shall commence within 15 days from this date and shall not cease for more than 30 days unavoidable accidents and acts of God excepted. If any of the above conditions and terms are violated then the parties of the first part their heirs or assigns may at their option declare this lease null and void and of no further effect and thereupon the parties of the first part their heirs or assigns shall have the right of re-entry and immediate possession of the mines without further notice to the parties of the second part.

3.Royalties.

The parties of the second part hereby expressly agree to pay the parties of first part their heirs or assigns a royalty of one-eight, (12½) per cent of the sale price of any and all mica mined and sold from said mines, 75 cents per long ton for all Feldspar mined and sold, and the usual and customary royalty on all other minerals sold. All mica mined from said mines is to be weighed each day it is mined and is to be stored in a safe place in Yancey County, N. C. or some other place agreed upon by all parties and the parties of the first part are to be furnished a copy of said weights at any time they should demand same.

LAW OFFICE
E. L. BRIGGS
BRIGGS BLDG.
BURNSVILLE, N. C.

The parties of the first part their heirs or assigns shall have the right to visit and inspect the mines and the mica houses where the mica is stored or being worked for the market, all mica mined from these mines are to be kept separate and apart from any mica mined from other mines by the parties of the second part or any that is mined by the Yancey Mica Mines, Inc. The parties of the first part their heirs or assigns shall have the right to inspect the books of the parties of the second part pertaining to any thing in connection with these mines.

All royalties are to be paid immediatly after each and ever sale made of any minerals and a duplicate copy of each bill of sale shall be furnished the parties of the first part their heirs or assigns each time any royalty is paid. This lease cannot be sold or assigned without first obtaining the written consent of the parties of the first part their heirs or assigns.

4. COVEENANTS.

IN WITNESS WHEREOF, the parties to this lease have this day signed their names and affixed their seals.

E. L. Briggs (Seal)
Edna Briggs (Seal)
Yates Bennett (Seal)
Marbry Bennett (Seal)
D M Robinson (Seal)

LAW OFFICE
E. L. BRIGGS
BRIGGS BLDG.
BURNSVILLE, N. C.

NORTH CAROLINA

YANCEY COUNTY.

Personally came before me this day E.L.Briggs and wife Eloise Briggs, Yates Bennett, Mark Bennett and D.M. Robinson, all being parties to this lease and istrument, to me well known to be the persons who signed same, and who acknowledged the due execution of this instrument for the purposes therein expressed.

Witness my hand and seal this the 20th, day of October, 1952.

G. M. Angel
Notary Public.

Seal.

My Commission expires the 5th, day of April, 1953.

NORTH CAROLINA, Yancey County:
The foregoing certificate of G. M. Angel a Notary Public of the County and State designated, duly appointed by his Commission, has been duly sworn to be in proper form according to law, and the execution of the within instrument has been duly and sufficiently proven. Let the instrument, with the certificate, be registered.

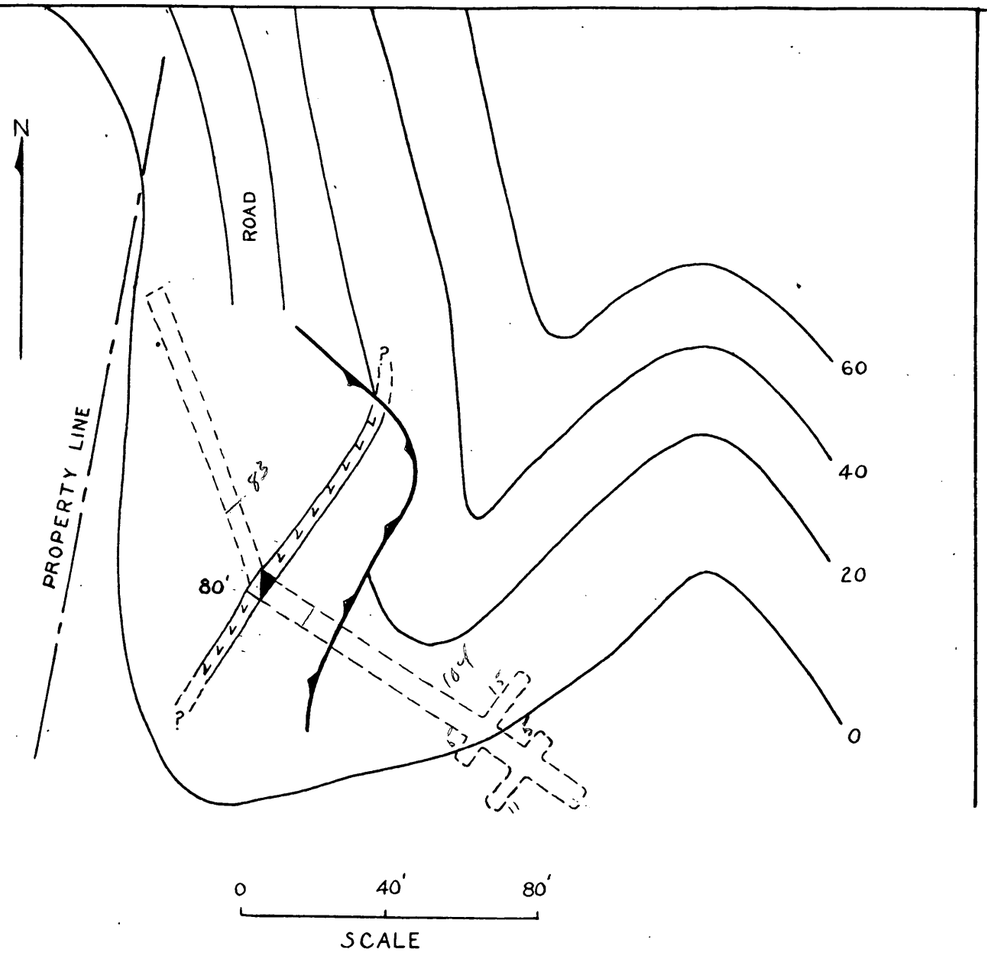
This 28 day of Octber, 1952.

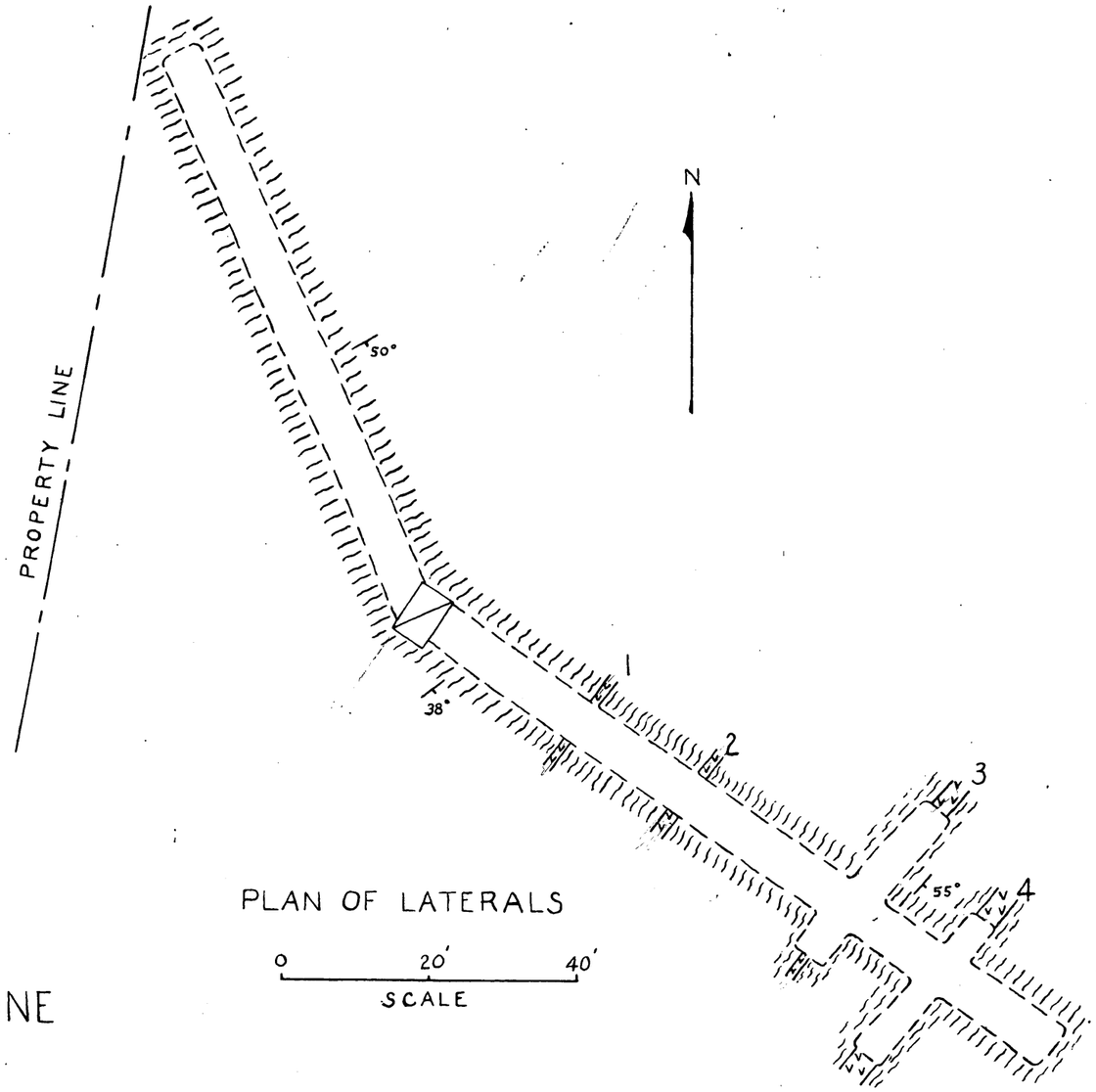
J. R. Proffitt
CLERK SUPERIOR COURT.

North Carolina,
Yancey County.
Filed for Registration on the 28 day of Oct. 1952 at 9:00 o'clock A.M., and registered in the Office Register Deeds, and verified this 30th day of Oct. 1952 at 1:30 o'clock P.M., in Book 110 of deeds on page 311 etc

Register of Deeds.

LAW OFFICE
E. L. BRIGGS
BRIGGS BLDG.
BURNSVILLE, N. C.



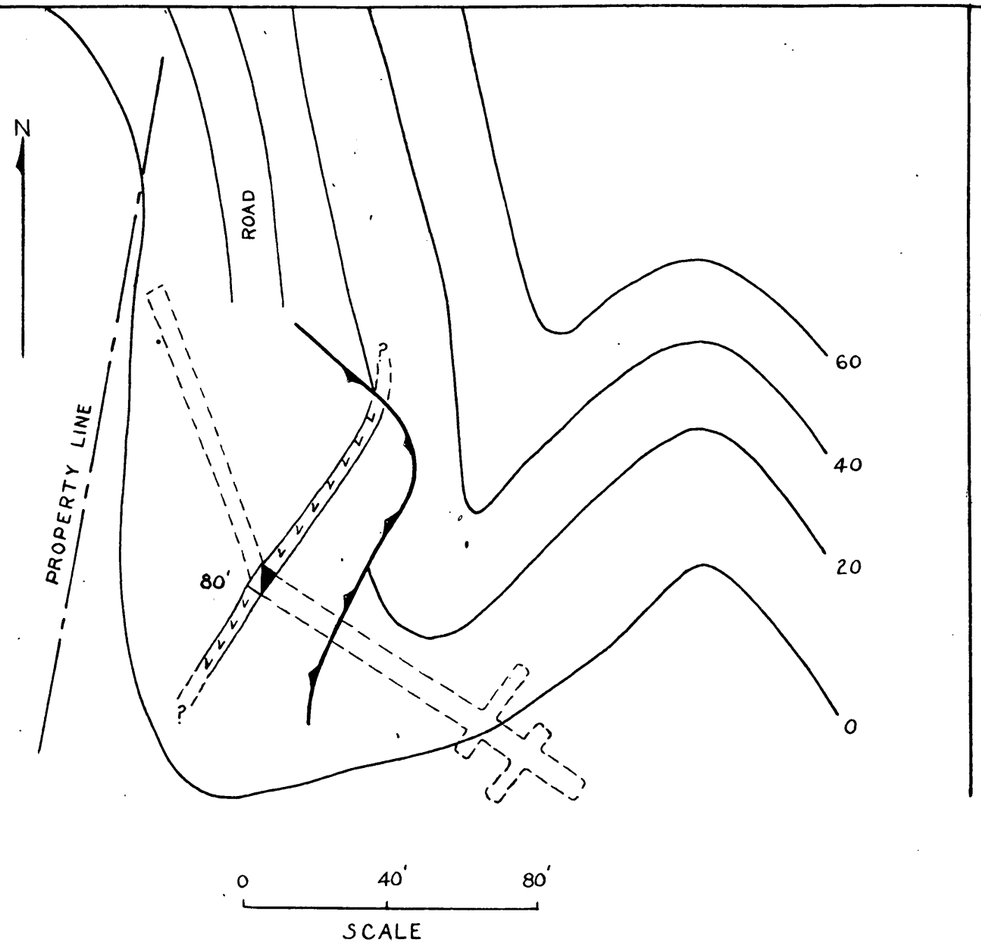


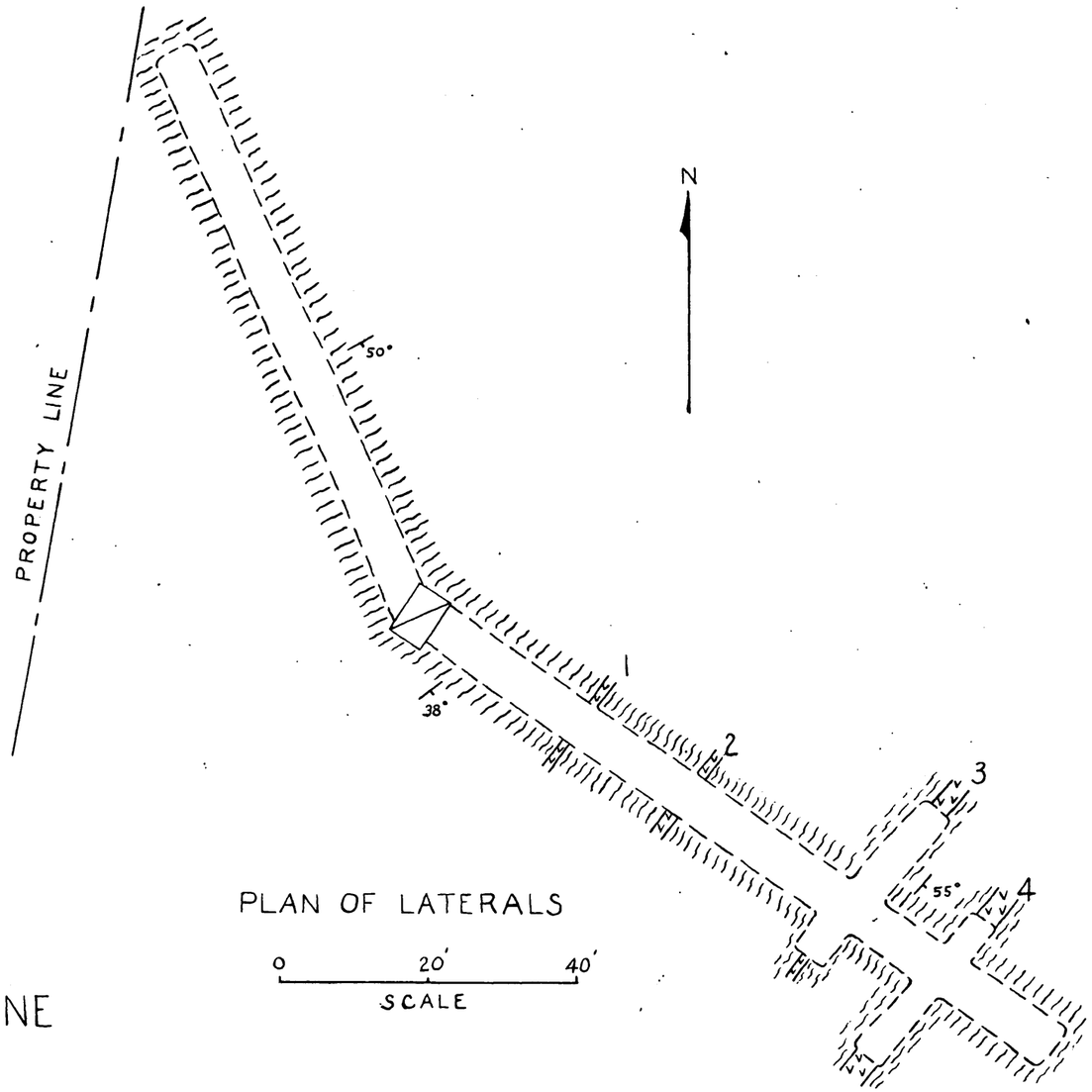
PLAN OF LATERALS

HALF MOON MINE

MITCHELL CO., N.C.

DMEA-2785



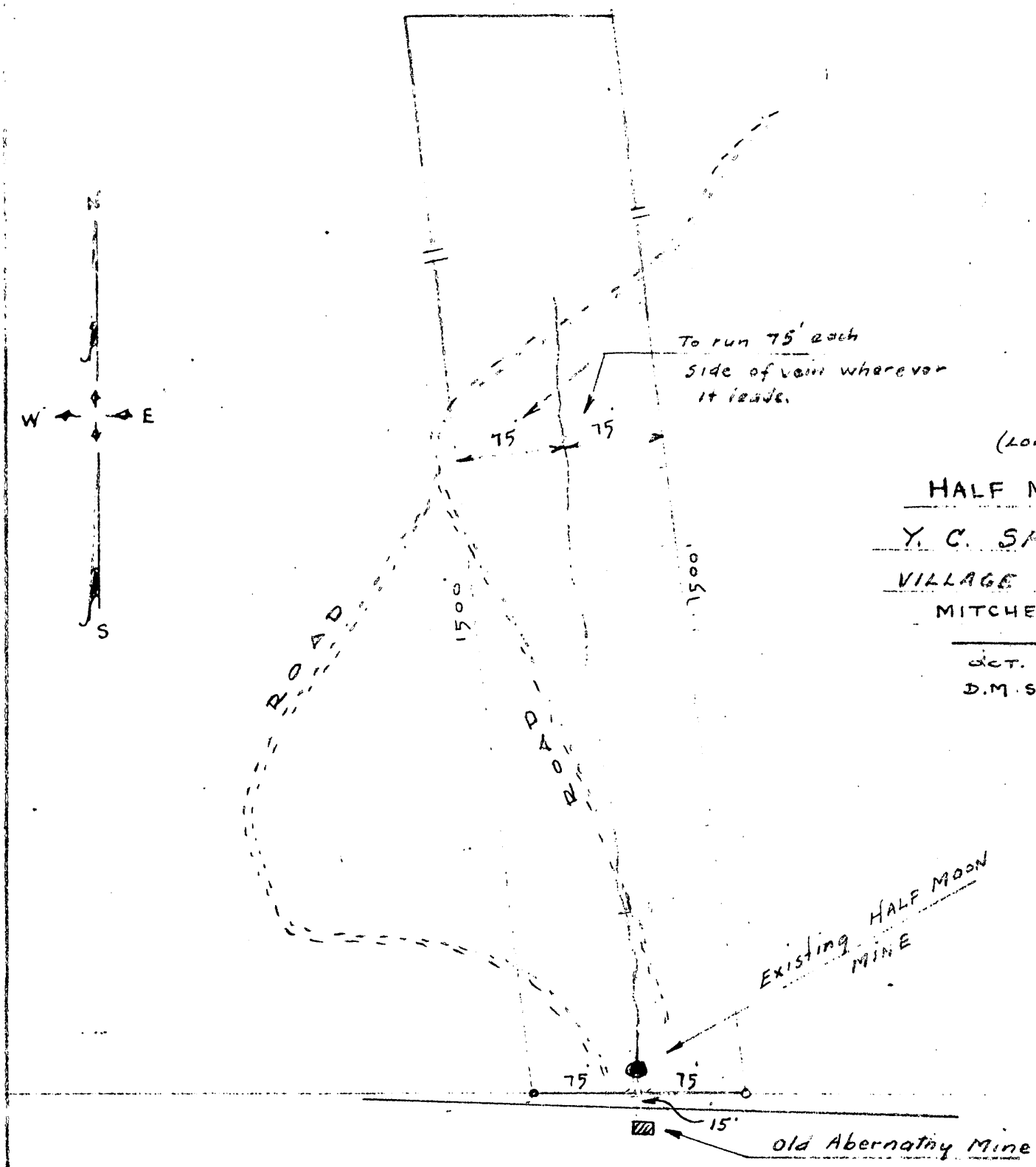


PLAN OF LATERALS

HALF MOON MINE

MITCHELL CO., N.C.

DMEA-2785



(LOCATION)

HALF MOON MINE

Y. C. SPARKS LANDS.

VILLAGE OF BANDANNA.

MITCHELL COUNTY, N.C.

OCT. 28th, 1952

D.M. Sholas, Engineer

LMEA - 2785

1 cy of Map Enclosed

KAROLTON KLASP 9 x 12
THE ... ENVELOPE CO.
... OHIO

JONES & JONES
ATTORNEYS AND COUNSELORS AT LAW
FRANKLIN, N. C.

~~DEFENSE MINERALS EXPL.~~ ADM.
~~DEPARTMENT~~ OF THE INTERIOR
~~WASH~~INGTON 25, D. C.

~~ATTENTION:~~ ~~Mr. Lawrence Houk, Chief~~
~~Nonmetallic Minerals~~ Div.