DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 3023

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

This document has been recorded as

Exploration Assistance

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.

Copies to USGS, USBM and region VII.

Routing Slip

To:	Code 600, Rm. 4637	Date	5/6/53
To:	Robertson	Date	5/11/53
To:	Oper Com	Date	5-20-53
To:	Oper Com	Date	9-30-53
To:	Code 600	Date	10/5/53
To:		Date	
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CONTROLLED DOCUMENT

INT.-DUP. SEC., WASH., D.C. 98868

DOCKET COPY

Hook Chamber estate 12/17/53 Ontario

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

It is agreed this 4th day of December, 1953, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Hoyle Blalock, Henry W. Hamrick, Wade Hamrick, all of Boiling Springs, North Carolina, and Sam L. Phillips of Spruce Pine, N. C. doing business as the Blalock and Hamrick Mining Co., hereinafter called the "Operator," parties to that certain Exploration Project Contract I-dm-E 616, Docket No. DMEA-3023, dated 1 st October 1953, that the said contract shall be and is hereby terminated as of the first date above written.

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

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

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

UNITED STATES OF AMERICA

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

BLALOCK AND HAMRICK MINING CO.
(Operator)

By Hoyle Blalock

By Henry Hamrick

By Wade Hamrick

By Sam L. Phillips

2m

18262-1

MF-200 (A)
(February 1952)

DOCKET NO. DMEA 3023

COMMODITY Mica

Docket Copy

IDM-E 616

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

EXPLORATION PROJECT CONTRACT[1]
(Short Form)

IT IS AGREED this 1st day of October, 1953, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] Hoyle Blalock, Henry W. Hamrick, Wade Hamrick, all of Boiling Springs, North Carolina, and Sam L. Phillips of Spruce Pine, North Carolina, doing business as the BLALOCK AND HAMRICK MINING COMPANY

hereinafter called the "Operator," as follows: and as set forth in Annexes I and II attached hereto and made a part hereof

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

ARTICLE 2. *Operator's property rights.*—With respect to the mineral rights in ~~that certain land situated in~~ the State of North Carolina, County of Cleveland, described as ~~xxxx~~: set forth in Annex II

the Operator represents and undertakes:[4]

(*a*) ~~That the Operator is the owner in possession and entitled to possession and free of encumbrances except for the following claims, liens, or encumbrances, a schedule of which, therein, agreement of the holder is attached:~~

(*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 six (6) 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 $2,970.00, which is 90 percent of $3,300.00, the agreed, estimated total cost of the project in which the Government will participate: *Provided,* That until the Operator's final report and final accounting have been rendered to the Government and any final check or auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract. The Government may, as it sees fit, make payments direct to the Operator's independent contractors, if any, for the account of the Operator, rather than to the Operator.

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

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

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

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

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

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

(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

~~BIALOCK AND HAMRICK MINING COMPANY~~
(Operator)

By Hazel B. Bialock (Partner)
By Henry Willis Hamrick (Partner)
By Wade Hamrick (Partner)
By Sam L. Phillips (Partner)

By Frank E. Johnson
ACTING Administrator, Defense Minerals Exploration Administration
Walter Hoy Chamberlin

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

_____ [CORPORATE SEAL]

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

EXPLORATION PROJECT CONTRACT
CLARK AND PATRICK MINING COMPANY
CONTRACT NO. [illegible]-3[illegible]3

ANNEX 1

The following provisions are in lieu of all of paragraph (a) of Article 6 which precedes the colon:

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 required by the exploration project contract, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development. The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land which is the subject of the exploration project contract, as follows: (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:

EXPLORATION PROJECT CONTRACT
BLALOCK AND HAMRICK MINING COMPANY
DOCKET NO. DMEA-3023

ANNEX II

The land referred to in Article 2 of the contract form consists of a tract of land in Cleveland County, North Carolina, leased for mining purposes to the Operator by Hoyle Blalock and Sara Hamrick Blalock by an instrument dated April 21, 1953, and recorded in Book 6W, page 62, of the records of Cleveland County, North Carolina, known as Lot No. 1, and more particularly described as follows:

"Beginning at a stone in the center of Lattemore and Shelby, North Carolina, public road where Tessener's driveway enters said road, an old corner in the old line between the Hamrick property and Howard Tessener and running thence with the old line, South 12 degrees and 50 minutes West,234 feet to a stake in the North edge of the public road. Thence, with the North edge of the road, North 88 degrees and 30 minutes East, 186.1 feet to a stake, thence, leaving the road, North, 12 degrees and 50 minutes East 234 feet to a stake in the field. Thence South, 88 degrees and 30 minutes West, 186.1 feet to the Beginning

EXPLORATION PROJECT CONTRACT
BLALOCK AND HAMRICK MINING COMPANY
DOCKET NO. DMEA-3023

EXHIBIT "A"

Description of the Work

The project work is to be performed in two stages, on the North Pegmatite located on Lot No. 1 and shown on Map No. 2 attached hereto and entitled "Hamrick Prospect, Cleveland Co., N. C. - DMEA-3023 (mica)".

Stage I

Along the North Pegmatite, a bulldozer trench is to be cut 100 feet long by 20 feet wide to a depth of approximately six feet.

Stage II

Stage II shall follow Stage I but shall not be started without prior approval of the Government field engineers. The work is to consist of sinking a shaft 40 feet deep on the North Pegmatite and drifting or crosscutting 50 feet from the shaft to explore the mica-pegmatite.

The location, direction, and extent of the work performed in Stages I and II shall be subject to the approval of the Government field engineers.

AGREED UNIT COSTS

Stage I

Bulldozing - 20 hrs. @ $10.00/hr.	$ 200.00	

Stage II

Shaft sinking - 40 ft. @ $40.00/ft.	1,600.00	
Drifting or crosscutting - 50 ft. @ $30.00/ft.	1,500.00	
Total Agreed Unit Cost Stages I and II		$3,300.00
Government Participation @ 90%		$2,970.00

MF-203

OWNER'S CONSENT TO LIEN

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

in a lease dated April 21st, 1953, recorded in Book 6-U at page 62 official records of said County

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/ Hoyle Blalock, Wellie Hamrick, Wade Hamrick and Sam Phillips, trading and doing business as the Blalock and Hamrick Mining Company

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/$ _____, 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.

4. The exact nature of the interest held in the above described property by the undersigned is stated on the reverse side of this paper writing and is to be taken as a part of this paper writing as if fully set out herein.

Dated this 21st day of April, 1953.

Hoyle Blalock [Seal]

Sarah Hamrick Blalock [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, and in the absence of mining or production operations Operator has no obligation to repay the Government.

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.

4. (See other side) Lots 1, 2 and 3 are fully described by metes and bounds in the mining lease recorded in Book at page of the Cleveland County Registry, North Carolina. Sarah Hamrick Blalock holds a life interest in lots 1 and 2 and no more. Hoyle Blalock and Sarah Hamrick Blalock both hold a life interest in Lot 3 and no more.

File Copy
Surname:

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

FEB 23 1954

Mr. Sam L. Phillips
Blalock and Hamrick Mining Company
Spruce Pine, North Carolina

Re: Docket No. DMEA-3023 - Mica
Blalock and Hamrick Mining Company
Hamrick Prospect
Cleveland County, North Carolina
Contract No. Idm-E616

Dear Mr. Phillips:

We are pleased to advise you that your performance of exploration work under the subject contract has been satisfactory to the Government, and the account relating thereto has been closed. The final audited and settled account shows:

Total claimed for units of work performed	$80.00
Total Government contribution at 90 percent	$72.00

Your attention is called to the provision of the contract which requires you to keep and preserve your records and accounts of this transaction for a period of three years for possible future reference.

We sincerely regret that the work performed did not result in a certification of discovery or development under the provisions of the exploration contract. In the absence of such certification, the Government retains no claim or lien against the property or any production therefrom except with respect to any production between the date of the contract and the end of the period within which the Government might make such certification.

The Government is grateful for your participation in the exploration program of the Defense Minerals Exploration Administration.

Sincerely yours,

C. O. Mittendorf (fw)
Administrator

JHopkins:gad 2/16/54
Copy to: Admr. R. File
Docket File
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Field Team, Region VII
Mr. Houk

Mr. Hoyle Blalock
Mrs. Sarah Hamrick Blalock
both of
Boiling Springs, N. C.

R.C.J. 2-23-54

File Copy
Surname:

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

February 16, 1954

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Docket No. DMEA-3023 - Mica
Contract No. Idm-E616
Hamrick Prospect
Cleveland County, North Carolina

Operator: Blalock and Hamrick Mining Company (Partnership)
Hoyle Blalock, H. W. Hamrick, Wade Hamrick
Boiling Springs, North Carolina
Sam L. Phillips
Spruce Pine, North Carolina

Operator's Property Rights: Lessee. Lease from Hoyle Blalock and Sara Hamrick Blalock, dated April 21, 1953
Owner's Consent to Lien dated April 21, 1953

Contract: Dated October 1, 1953
(a) Work authorized:

Stage I	
Bulldozing - 20 hrs. @ $10.00/hour	$ 200.00
Stage II	
Shaft Sinking - 40 ft. @ $40.00/foot	1,600.00
Drifting or crosscutting 50 feet @ $30.00/ft.	1,500.00
Total Agreed Unit Costs	$3,300.00
Government participation @ 90 percent	$2,970.00

(b) Amendments: None

(c) Work completed:
Bulldozing trench
75' x 12' x 6' - 5,400 cu.ft. $80.00 $0.0148/cu.ft.

Government participation @ 90 percent $72.00

Work completed November 4, 1953.

R.C.J. 2-23-54

Audit: Report of Review by Contract Administration and Audit Division January 20, 1954.

Certification: No certification of discovery issued.

Comments:

This project was established to explore a pegmatite exposed in the north bank of a road on the property. The pegmatite, conformable to gneiss wall, is about two feet wide and badly weathered to kaolin, small quartz pods and mica. A pit reported to be 25 feet in depth was sunk on the pegmatite. Abundant scrap mica that is ruby colored, hard, flat, clear and splits well is found around the old filled pit, and books of mica four inches across can be dug from the road bank.

Work completed under the contract consisted of bull-dozing a trench 75' x 12' x 6' under Stage I. This trenching did not reveal mica-bearing pegmatite to warrant the further exploration as outlined in Stage II. As no deposit of commercial mica was discovered, no certification of discovery was issued. The work was done in an efficient and workmanlike manner.

James Hopkins
Nonmetallic Minerals Division

JHopkins:gad 2/17/54

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

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

February 16, 1954

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Docket No. DMEA-3023 - Mica
Contract No. Idm-E616
Hamrick Prospect
Cleveland County, North Carolina

Operator: Blalock and Hamrick Mining Company (Partnership)
Hoyle Blalock, H. W. Hamrick, Wade Hamrick
Boiling Springs, North Carolina
Sam L. Phillips
Spruce Pine, North Carolina

Operator's Property Rights: Lessee. Lease from Hoyle Blalock and Sara Hamrick Blalock, dated April 21, 1953
Owner's Consent to Lien dated April 21, 1953

Contract: Dated October 1, 1953
(a) Work authorized:

Stage I	
Bulldozing - 20 hrs. @ $10.00/hour	$ 200.00
Stage II	
Shaft Sinking - 40 ft. @ $40.00/foot	1,600.00
Drifting or crosscutting 50 feet @ $30.00/ft.	1,500.00
Total Agreed Unit Costs	$3,300.00
Government participation @ 90 percent	$2,970.00

(b) Amendments: None

(c) Work completed:
Bulldozing trench
75' x 12' x 6' - 5,400 cu.ft. $80.00 $0.0148/cu.ft.

Government participation @ 90 percent $72.00

Work completed November 4, 1953.

Audit: Report of Review by Contract Administration and Audit Division January 20, 1954.

Certification: No certification of discovery issued.

Comments:

This project was established to explore a pegmatite exposed in the north bank of a road on the property. The pegmatite, conformable to gneiss wall, is about two feet wide and badly weathered to kaolin, small quartz pods and mica. A pit reported to be 25 feet in depth was sunk on the pegmatite. Abundant scrap mica that is ruby colored, hard, flat, clear and splits well is found around the old filled pit, and books of mica four inches across can be dug from the road bank.

Work completed under the contract consisted of bulldozing a trench 75' x 12' x 6' under Stage I. This trenching did not reveal mica-bearing pegmatite to warrant the further exploration as outlined in Stage II. As no deposit of commercial mica was discovered, no certification of discovery was issued. The work was done in an efficient and workmanlike manner.

James Hopkins
Nonmetallic Minerals Division

Mr. Robertson

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

DEPARTMENT OF THE INTERIOR
Bureau of Mines Mail Section
RECEIVED
FEB 5 1954

February 4, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3023

Contract Number: Idm-E616

Applicant: Hamrick and Blalock

Name and Location of Property: Hamrick Prospect
Cleveland County, North Carolina

Date of Field Team Final Report: January 8, 1954

Date Rec'd by Ceramic and Fertilizer Materials Branch: February 3, 1954

Field Team Recommendation:

1. No certification of discovery or development.

Comments:

1. No deposit of commercial mica was encountered.
2. Expenditures:

Total approved	$3,300
Total costs	80
Government's share	72
Value	None

Recommendation:

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

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:
G-MD-CNM

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 20 1954

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

January 19, 1954

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-3023 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: Hoyle Blalock, H. W. Hamrick, Wade Hamrick, and S. L. Phillips.
Name of property: Hamrick Prospect.
Location of property: Approximately 1.5 miles northeast of Boiling Springs, Cleveland County, North Carolina.
Date of field team report: January 4, 1954.
Authorship of field team report: K. H. Teague, L. E. Shirley, D. H. Amos.
Field team's recommendation: No certification of discovery should be issued.
Comments:

Because no deposit of commercial mica was discovered, no further work is recommended.

ACTION RECOMMENDED:

Follow field team's recommendation.

D. M. Larrabee

D. M. Larrabee

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

COPY

Room 13, Post Office Bldg.
Knoxville 2, Tenn.

M January 8, 1954

Memorandum

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

From: D M E A Field Team, Region 7

Subject: Final Reports: DMEA-3046, Idm-E 593; Smith Mica Co. (mica)
DMEA-3022, Idm-E 617; Blalock & Hamrick (mica)
DMEA-3023, Idm-E 616; Blalock & Hamrick (Mica)

Enclosed are four copies of the Field Team final reports on each of the subject exploration contracts. Operator's final geologic reports have not been received; it is not likely that they will be very informative.

Each of these contracts was terminated by mutual agreement, after a small amount of work showed that further exploration was undesirable. Therefore, we agree with the examiners' conclusions that certification should not be issued for any of these projects.

/s/ Robert A. Laurence
Executive Officer, DMEA Reg. 7

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

Reviewed by
DMEA OPERATING COMMITTEE
1-18-54
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT
By FIELD TEAM, REGION VII

ON

DMEA-3023, HAMRICK PROSPECT (mica)
Cleveland County, N. C.

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

January 4, 1954

Reviewed by
DMEA OPERATING COMMITTEE
1-18-54
(date)

Final Report on

DMEA-3023, HAMRICK PROSPECT
Contract Idm-E 616

Operators: Hoyle Blalock, Henry W. Hamrick, Wade Hamrick, of Boiling Springss, N. C. and Sam. L. Phillips of Spruce Pine, N. C.

The Hamrick Prospect is approximately 1.5 miles northeast of Boiling Springs, Cleveland County, N. C.

Work completed under contract consisted of bulldozing a trench 75' x 12' x 6' indepth under Stage I. This trenching did not reveal mica-bearing pegmatite to warrant the further exploration as outlined in Stage II of the contract, thus the contract was terminated by mutual agreement effective December 4, 1953. As no deposit of commercial mica was discovered, no certification of discovery should be issued.

The project began and was completed on November 4, 1953. A trench 75' x 12' x 6' indepth and trending N 35° W was bulldozed on the North Pegmatite.

Pegmatitic material 18 to 24 inches thick was exposed in the southeast end of the trench. It strikes E-W and dips about 45° to the north. The material is principally pegmatite-enriched sillimanitic schist with some massive quartz and minor amounts of feldspar and muscovite. About 8 to 10 pounds of mica was recovered during the bulldozing. Some was flat, hard and clear, but all was badly clay-stained.

Expenditures:

(a)	Total approved	$3,300.00
(b)	Total cost of project	80.00
(c)	Government's share of cost	72.00
(d)	Government's share unexpended	2,898.00
(e)	Value of production during operation	---None

The work was done in an efficient and workman-like manner. No equipment was purchased under the contract.

January 4, 1954.

K. H. Teague, U. S. G. S.

L. E. Shirley, U. S. B. M.

D. H. Amos, U. S. G. S.

zm

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

December 16, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3023, Mica

Contract No.: Idm-E-616

Applicant: Hoyle Blalock

Name and Location of Property: Hamrick Prospect, Cleveland County North Carolina

Date of Field Team Interim Report: November 4, 1953

Date Rec'd by Ceramic and Fertilizer Materials Branch: December 7, 1953

Field Team Recommendation: Termination of contract with completion of Stage I.

Comments:

1. Contract consisted of Stage I and Stage II.
2. Stage I, trenching by bulldozer did not uncover a pegmatite large enough to warrant further exploration.

Recommendation:

I concur in the field team's recommendation to terminate this contract. However, it is suggested the field team submit a final report with a breakdown of the total exploration expenditures.

W. F. Dietrich

W. F. Dietrich

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

December 16, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3023, Mica

Contract No.: Idm-E-616

Applicant: Hoyle Blalock

Name and Location of Property: Hamrick Prospect, Cleveland County North Carolina

Date of Field Team Interim Report: November 4, 1953

Date Rec'd by Ceramic and Fertilizer Materials Branch: December 7, 1953

Field Team Recommendation: Termination of contract with completion of Stage I.

Comments:

1. Contract consisted of Stage I and Stage II.
2. Stage I, trenching by bulldozer did not uncover a pegmatite large enough to warrant further exploration.

Recommendation:

I concur in the field team's recommendation to terminate this contract. However, it is suggested the field team submit a final report with a breakdown of the total exploration expenditures.

Signed

W. F. Dietrich

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

DEPARTMENT OF THE INTERIOR
Bureau of Mines (Minerals)
Received
DEC 17 1953

December 16, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3023, Mica

Contract No.: Idm-E-616

Applicant: Hoyle Blalock

Name and Location of Property: Hamrick Prospect, Cleveland County North Carolina

Date of Field Team Interim Report: November 4, 1953

Date Rec'd by Ceramic and Fertilizer Materials Branch: December 7, 1953

Field Team Recommendation: Termination of contract with completion of Stage I.

Comments:

1. Contract consisted of Stage I and Stage II.
2. Stage I, trenching by bulldozer did not uncover a pegmatite large enough to warrant further exploration.

Recommendation:

I concur in the field team's recommendation to terminate this contract. However, it is suggested the field team submit a final report with a breakdown of the total exploration expenditures.

Signed

W. F. Dietrich

COPY

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

ROOM 13, POST OFFICE BLDG.
KNOXVILLE 2, TENN.

December 10, 1953

Memorandum

To: Chairman, Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region 7

Subject: Termination of Exploration Project by Agreement

Transmitted are three copies each on the following:

DMEA-3022, Idm-E 617, Blalock & Hamrick Mining Co. (mica)

DMEA-3023, Idm-E 616, Blalock & Hamrick Mining Co. (mica)

The usual distribution of the other copies has been made.

/s/ ROBERT A. LAURENCE
Robert A. Laurence

FILE COPY
SURNAME:

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

DEC 2 - 1953

Letter by Selfridge Thursday

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

Subject: Docket No. DMEA-3023 - Mica
Blalock and Hamrick Mining Company
Hamrick Prospect
Cleveland County, North Carolina
Contract No. Idm-E616

Dear Mr. Lawrence:

Reference is made to the field Interim Report of November 4, 1953, on the Hamrick Prospect recommending that the contract be terminated.

You are authorized to terminate the contract using the standard form "Termination of Exploration Project Contract by Agreement After Commencement but before Completion of the Work".

Sincerely yours,

George C. Selfridge (JHB)
Chairman, Operating Committee

Approved:

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

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

JTRobertson:gad 12/1/53

Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.G.G. 12-2-53

IN REPLY REFER TO:

G-MD-CNM

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

DEC 2 1953

December 1, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-3023 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: Blalock, Hamrick, Hamrick and Phillips.
Name of property: Hamrick prospect.
Location of property: 1.5 miles NE of Boiling Springs, North Carolina.
Date of field team report: November 4, 1953.
Authorship of field team report: L. E. Shirley.
Field team's recommendation: Termination of contract with Stage 1; no further expenditures.
Comments: Prospect unworthy of further work.
ACTION SUGGESTED:
Follow field team's recommendation.

D. M. Larrabee

D. M. Larrabee

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

RECEIVED
NOV 25 1953

November 20, 1953

Memorandum

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

From: Field Team, Region VII

Subject: DMEA-3023, Idm E-616 (Mica)
Blalock & Hamrick Mining Co.; Hamrick prospect
Recommendation for Termination.

After examination of work done under stage I of the subject exploration contract, Mr. Shirley recommends termination of the contract. The original and three copies of Mr. Shirley's interim report are enclosed.

Mr. Teague visited the Hamrick prospect on November 18, and agrees with Mr. Shirley's recommendation.

We therefore request permission to terminate the project by mutual consent with the Operator.

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

INTERIM REPORT

DMEA-3023 Idm-E616 (mica) HAMRICK PROSPECT

OPERATOR: Hoyle Blalock, Henry W. Hamrick, Wade Hamrick, all of Boiling Springs, N. C. and Sam L. Phillips of Spruce Pine, N. C.

LOCATION: 1.5 miles northeast of Boiling Springs, N. C. and along the north side of a graveled road.

Starting date on this contract was November 4, 1953 and approximately 8 hours bulldozing had been completed on trenching when this visit to the project was made. A trench 75' x 12' x 6' in depth has been completed and maximum depth was obtained. The trench trends in a N 35° W direction and work began near the north side of the road as shown on the sketch map which accompanies the contract. Pegmatite material was cut on the extreme southeast end of the trench only. The pegmatite trends E-W, is limited along the strike and is 18 to 24" in width. The material is principally pegmatite enriched sillimanitic schist with some massive quartz, and minor amounts of feldspar and muscovite mica. About 8 to 10 lbs. of mica was recovered during bulldozing, some of which was flat, hard and clear, but badly clay stained.

No additional work is recommended on this contract because trenching accomplished does not show a sizeable body that will warrant further exploration. It is suggested that this contract be terminated with completion of Stage I.

L. E. Shirley

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

November 4, 1953

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 21 1953

October 19, 1953

Memorandum

To: Chairman, Operating Committee, DMEA - Washington

From: Executive Officer, D M E A Field Team, Region 7

Subject: Signed Contracts

Transmitted are three copies each of the following contracts:

Idm-E 617, DMEA-3022, Blalock & Hamrick Mining Co. (mica)

Idm-E 616, DMEA-3023, Blalock & Hamrick Mining Co. (mica).

Distribution of the other copies has been made to the proper offices.

Robert A. Laurence

Robert A. Laurence

Case
10-21

FILE COPY
SURNAME:

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

600

OCT - 1 1953

Robertson
Houk
Chumalier
Selfridge
Jordan

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

Subject: Docket No. DMEA-3023 - Mica
Blalock and Hamrick Mining Company
Hamrick Prospect
Cleveland 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.

cc
10-1

If the contract meets with your approval present it to the Operator for 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.

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

Sincerely yours,

George C. Selfridge (JHB)

Chairman, Operating Committee

Approved:

J. H. Hedges (JHB)

Member, Bureau of Mines

A. R. Kinkel, Jr. (JHB)

Member, Geological Survey

Enclosures 10

JTRobertson:gad 9/28/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C.G. 10-1-53

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

140

September 25, 1953

Memorandum

To: The Administrator

Through: L. G. Houk

From: Chief Counsel

Subject: Blalock and Hamrick Mining Company - Docket No. DMEA-3023

There is attached, in satisfactory legal form for execution, a contract covering the above-described project, subject to your approval of the Government's 90 per cent contribution.

Alb E Kane
for J. L. Hofflund
Chief Counsel

Attachments

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

140

September 25, 1953

Memorandum

To: The Administrator

Through: L. G. Houk

From: Chief Counsel

Subject: Blalock and Hamrick Mining Company - Docket No. DMEA-3023

There is attached, in satisfactory legal form for execution, a contract covering the above-described project, subject to your approval of the Government's 90 per cent contribution.

Albert E. Kane

for J. L. Hofflund
Chief Counsel

Attachments

FILE COPY
SURNAME:

140

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

September 25, 1953

N.S. in R.R.

A. E. Kane
Admin.

Memorandum

To: The Administrator

Through: L. G. Houk

From: Chief Counsel

Subject: Blalock and Hamrick Mining Company - Docket No. DMEA-3023

There is attached, in satisfactory legal form for execution, a contract covering the above-described project, subject to your approval of the Government's 90 per cent contribution.

Albert E. Kane

for J. L. Hofflund
Chief Counsel

Attachments

AEK/ema

cc: Mails & Files
J. L. Hofflund
A. E. Kane
L. G. Houk
Chron.

SEP 21 1953

Spruce Pine, North Carolina
September 17, 1953

Mr. Lawrence G. Houck, Chief
Nonmetallic Minerals Division
United States Department of Interior
Washington 25, D. C.

Re: Docket No. DMEA-3022 - Mica
Blalock Prospect
Docket No. DMEA-3023 - Mica
Hamrick Prospect
Cleveland County, N. C.

Dear Mr. Houck:

With reference to your letter of July 28, 1953, and our recent telephone conversation, I am giving below the exact locations of the lots for the above Docket Numbers.

LOT NO. 1 - The beginning corner for this lot is a stone in the center of the public road; an old corner between the Hamrick property and Howard Tessener. This stone is located in the Lattemore and Shelby, North Carolina road where the Tessener's driveway enters said road.

LOT NO. 2 - The beginning corner of Lot No. 2 is located Due South, 536 feet from the same stone as the beginning corner of Lot No. 1.

LOT NO. 3 - The beginning corner for Lot No. 3 is an old Hickory; old corner between Hoyle Blalock and wife, and Galena Jolly, located South 35 East 39.5 feet from a big double Red Oak tree, and South 5 West 139.8 feet from a branch known as Rock Branch in a hollow below the corner.

I am also enclosing sketches of these lots.

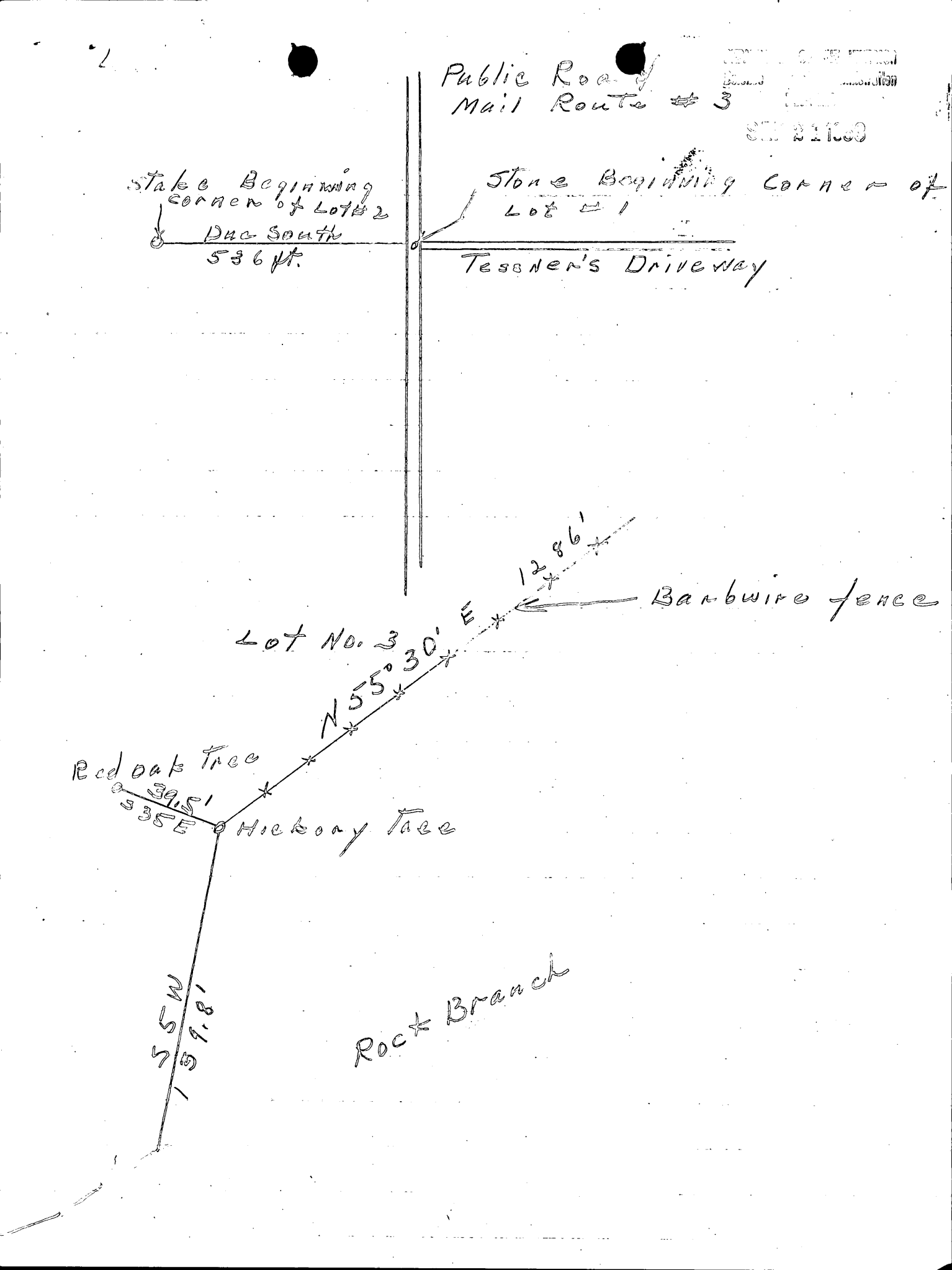
Trusting that the above information is sufficient, I am

Very truly yours

Sam L. Phillips

SAM L. PHILLIPS

SLP:vs
1 enclosure


Public Road
Mail Route # 3
Stake Beginning corner of Lot #2
Due South
536 ft.
Stone Beginning Corner of Lot # 1
Tessner's Driveway
1286'
Barbwire fence
Lot No. 3
N 55° 30' E
Red oak Tree
39.5'
S 35 E
Hickory Tree
S 5 W
139.8'
Rock Branch

FILE COPY
SURNAME:

Robertson
Houk

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

600

JUL 28 1953

Mr. Sam Phillips

Spruce Pine, North Carolina

Re: Docket No. DMEA-3022 - Mica
Blalock Prospect
Docket No. DMEA-3023 - Mica
Hamrick Prospect
Cleveland County, North Carolina

Dear Mr. Phillips:

Reference is made to the land descriptions contained in the lease covering the Blalock Prospect (Lot No. 3), DMEA-3022 and the Hamrick Prospect (Lots No. 1 and No. 2) DMEA-3023.

The description delimits accurately the areas contained in each lot but does not give the exact locations of the points of beginning. Please send us sketches showing bearing and distance of one or more of the corners to known property corner. Sketches will probably be sufficient without requiring changes to the lease.

Sincerely yours,

SIGNED

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

JTRobertson:gad 7/23/53

MDA 7-28-53

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.

July 2, ~~June 30~~, 1953

Memorandum

To: The Administrator
Through: Mr. L. G. Houk

From: Chief Counsel

Subject: Blalock and Hamrick Mining Company, Docket No. DMEA-3023 (Mica)

There is attached, in satisfactory legal form for execution with the following exceptions, a contract covering the above-described project:

1. The description of the property in the lease delimits accurately the area of land on which the project work is to be performed, but does not give the exact location of the point of beginning. Therefore, a more accurate description of the property must be inserted in Annex II.

2. Reference should also be made in Annex II to the plat of Lot No. 1, which is designated "Map No. 2, Hamrick Prospects, Cleveland Co., N. C., DMEA-3023".

Allan E. Kane
for J. L. Hofflund
Chief Counsel

Attachments

P.S. Please attach Owner's Consent to Lien.

This July 2 1953 memo is supersede by memo of September 25, 1953

FILE COPY
SURNAME:

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

June 30, 1953

Memorandum

To: The Administrator
Through: Mr. L. G. Houk

From: Chief Counsel

Subject: Blalock and Hamrick Mining Company, Docket No. DMEA-3023 (Mica)

There is attached, in satisfactory legal form for execution with the following exceptions, a contract covering the above-described project:

1. The description of the property in the lease delimits accurately the area of land on which the project is to be performed, but does not give the exact location of the point of beginning. Therefore, a more accurate description of the property must be inserted in Annex II.

2. Reference should also be made in Annex II to the plat of Lot No. 1, which is designated "Map No. 2, Hamrick Prospects, Cleveland Co., N. C., DMEA-3023".

/S/ AEKane
for J. L. Hofflund
Chief Counsel

Attachments

AEKane/ema
P.S. Please attach Owner's Consent to Lien.
J. L. Hofflund
A. E. Kane
Chron.

R

FILE COPY
SURNAME:

140

AEKane
Rubin

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

June 26, 1953

N.S. in R. v R.

Memorandum

To: Nonmetallic Minerals Division
Through: Mr. J. T. Robertson

From: Chief Counsel

Subject: Blalock and Hamrick Mining Company, Docket Nos. DMEA-3022 and 3023 - Mica

The lessors in these cases purport to give a 3-year lease to the Operator. Actually, they cannot give a firm 3-year lease, because the "Owner's Consent to Lien indicates that the lessors only own a life interest in the property, and that life interest may terminate at any moment. Consequently, the lease would only be valid for a definite term of years if the remaindermen join with the lessors in the lease. The Owner's Consent to Lien should also be signed by these remaindermen.

/S/ AEKane
for J. L. Hofflund
Chief Counsel

AEKkane:ep

Copy to: Mails & Files (DMEA-3022)
Mails & Files (DMEA-3023)
Mr. Hofflund
Mr. Kane
Chron.

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

June 19, 1953

Docket File

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3023, Mica, Hamrick Prospect, Cleveland County North Carolina

I concur in the field team's recommendation for an exploration program in the amount of $3,300.

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.

June 18, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION OF DMEA - 3023 (mica)

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

From: D. M. Larrabee, U. S. Geological Survey

Applicant: Hoyl Blalock, H. W. Hamrick, Wade Hamrick, Boiling Springs, North Carolina

Name of property: Hamrick prospect.

Location of property: 1.5 mi. NE of Boiling Springs, Cleveland Co., N. C.

Date of field team report: June 9, 1953.

Authorship of field team report: Kefton H. Teague, Geologist, USGS
Lawrence E. Shirley, Mining Engineer, USBM.

Field team's recommendation:

1. No work on South pegmatite
2. Work on North pegmatite as follows:
   Stage 1 - bulldozing
   Stage 2 - 40' shaft, 50' drift.
   $3,300.00

Comments: None

Action Suggested:

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

June 10, 1953

Memorandum

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

From: Field Team, D M EA- Region 7

Subject : Field Examination on DMEA-3022, Blalock Prospect (mica) and
Field Examination on DMEA-3023, Hamrick Prospect (mica).

Transmitted herewith are four copies each of the examination report on the above subject prospects. The field Team is in agreement with the recommendations set forth in these reports.

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

Reviewed by
DMEA OPERATING COMMITTEE
6-17-53
(date)

UNITED STATES

DEPARTMENT OF THE INTERIOR

9/30/53

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

ON

DMEA-3023, HAMRICK PROSPECT (mica)
Cleveland County, N. C.

By

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

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

June 9, 1953

Reviewed by
DMEA OPERATING COMMITTEE
6-17-53
(date)

Field Examination Report
on

DMEA-3023, HAMRICK PROSPECT (Mica)

Applicant: Hoyl Blalock, H. W. Hamrick and Wade Hamrick, of Boiling Springs, N. C., and S. L. Phillips, Spruce Pine, N. C. c/o Hoyl Blalock, Boiling Springs, North Carolina.

Two mica prospects occur on this property. The north pegmatite appears to warrant exploration; the other one does not.

These prospects were examined on June 2, 1953. Messrs. Hoyle Blalock and H. W. Hamrick accompanied the examiners on the inspection which required two hours.

The Hamrick prospects are about 1.5 miles northeast of Boiling Springs, Cleveland County, North Carolina. Access to the prospects is excellent. The north prospect is along the north side of the road and the South prospect is in a wooded area 200 yards to the south.

These two prospects are on land owned by Hoyle Blalock (one of the applicants) and wife, and leased to the four applicants. The North prospect is covered by the description in the lease for "Lot No.1" and the South prospect is covered by "Lot No. 2". The relation of the two tracts is shown on the attached scaled plot.

The only exposures at this place is in the north bank of the road. A two-foot pegmatite, which is conformable to the biotite gneiss wall rock, strikes N. 60° W., dipping 45° N.E. It is weathered, consisting of kaolin, small quartz pods, and mica. Books of mica four inches across can be dug from the road bank. A pit, now filled, was sunk 20 feet north of the road in pegmatite. Abundant scrap mica and small quartz fragments occur around the old filled pit. It is reported that the pit was 25-feet deep.

The mica is ruby colored, hard, flat, clear, and splits well. Some of it shows "A" structure. This pegmatite warrants exploration - in two stages.

South Pegmatite

A partly filled pit, now 20 feet long, 15 feet wide and 15 feet deep, occurs in a wooded area. An incline of unknown depth extends to

Reviewed by
DMEA OPERATING COMMITTEE

6-17-53
(date)

the southeast from the bottom of the pit. No pegmatite is exposed. The enclosing rock is a thoroughly weathered mica gneiss. Apparently the pegmatite is deeply weathered also.

The long direction of the pit is to the northwest, apparently along the strike of the pegmatite. The dip is probably to the northeast.

Little pegmatite material or mica is present in the dump and as no exposures of pegmatite are present, rock character cannot be determined.

The examiners recommend that no assistance be granted on this deposit.

The recommended work, with the estimated cost of exploration on the North pegmatite is asfollows:

Cut bulldozer trench 100 feet long and 20 feet wide to a depth of six feet along the strike of the pegmatite. If results from trenching justify, sink a 40-foot shaft on the pegmatite and drive 50 feet of drift from the shaft.

Stage I

20 hours bulldozing @ $10.00/hr.	$ 200.00	

Stage 2

40 feet shaft @ $40.00/ft.	1600.00	
50 feet drift @ $30.00/ft.	1500.00	
Estimated Total Cost.....		$3,300.00

Estimated time required - 4 months.

June 9, 1953

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

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

zm

FILE COPY
SURNAME:

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

Robertson
Houk
Martin
Hedges
F. Johnson

MAY 21 1953

Mr. Hoyle Blalock
Boiling Springs,
North Carolina

Re: Docket No. DMEA-3023 - Mica
Hamrick Prospect
Cleveland County, North Carolina

Dear Mr. Blalock:

Your application for assistance in exploring the subject property has been reviewed by the Nonmetallic Minerals Division of the Defense Minerals Exploration Administration and has been referred to Mr. Robert A. Laurence, Executive Officer, DMEA Field Team, Region VII, Room 13, Post Office Building, Knoxville 2, Tennessee, for a field examination, should he deem it necessary.

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

Sincerely yours,

C. O. Mittendorf (fw)

Administrator

J.T.
5-21-53

JTRobertson:fls 5/19/53

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

FILE COPY
SURNAME:

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

Robertson
Houk
Martin
F E Jorman

MAY 21 1953

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

Subject: Docket No. DMEA-3023 - Mica
Hamrick Prospect
Cleveland County, North Carolina

Dear Mr. Laurence:

Please review the subject application and if required, arrange for an on-site examination of the mine.

Enclosed are the memoranda by the Geological Survey and the Bureau of Mines.

Sincerely yours,

W. S. Martin (JHB)
ACTING Chairman, Operating Committee

Approved:

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

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

P.N.
5-21-53

Enclosures 4

JTRobertson:fls 5/19/53

Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232, GSA Bldg.
Mr. Houk

Mr. Roberts

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 15 1953

May 14, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3023, Mica, Hamrick Prospect
Cleveland County, North Carolina

No data are available in this office on subject property. It is suggested that the field team visit this property when a member of the field team is in that vicinity to ascertain if an exploration program is justified.

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.

May 7, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration
MAY 8 1953

Memorandum

REVIEW OF APPLICATION DMEA-3023 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicants: Hoyle Blalock, H. W. Hamrick, Wade Hamrick; Boiling Springs, North Carolina.
Name of property: Hamrick prospect.
Location of property: 1 mile from Boiling Springs, North Carolina.
Estimated cost of project: $8,425.
Summary of applicant's proposal:

Prospect #1	55'x5'x7' shaft
	75' drift
Prospect #2	40'x5'x7' shaft
	30' drift

Sources of information on applicant's property:
None.
Comments:
Similar to DMEA-3022. Hesitate to O.K. plan of working two pegmatites; better concentrate on one at a time to learn how the work is handled by the applicants.

Applicant's statement 4(c) offers a new note in a tune I seem to have heard somewhere before!

RECOMMENDATION:
Field team examination.

D. M. Larrabee

D. M. Larrabee

May 6, 1953

Mr. Hoyle Blalock
Boiling Springs, North Carolina

Subject: DMEA-3023
Re: Exploration Assistance
Hamrick Project

My dear Mr. Blalock:

The receipt of your application dated May 5, 1953 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3023 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-3023 in any future correspondence relating to your application.

Sincerely yours,

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

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
MAY 5 1953

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-3023
Metal or Mineral
Date Received 5/5/53
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: Hoyle Blalock, Henry W. Hamrick, Wade Hamrick all of Boiling Springs, N. C. and Sam L. Phillips, Spruce Pine, N. C.

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

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

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

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

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract This is lease property (Lease is attached in 3 (d) below.

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

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

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

(*e*) If you own the land, describe any liens or encumbrances on it Not owner

(*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 ....., 195...

.....
(Applicant)

By.....

.....

.....

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

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

1. (a) Doyle Murlock, Henry W. Herrick, Wade Herrick all of Boiling Springs N. C. and Sam L. Phillips, Spruce Pine, N. C.

(b) Partnership

2. No Owner

3. (a) This is lease property (Lease is attached in 8 (d) below).

(b) Herrick Prospect

(c) Lessee

(d) Lease is attached as Exhibit A.

(e) Not owner

(f) Land is held by Landlord. No land patents involved.

4. (a) Physical works set forth on map attached as Exhibit .

(b) This mine was operated approximately 15 years ago by a colored man, who produced considerably amount of high grade mica from Prospect No. 1.

(c) There is an old incline reaching to a depth of approximately 30 feet. Mining concessions were terminated at this prospect because they had no way to dispose of the water. The old colored man carried the water in a bucket back up the incline and when this was no longer practical he ceased operation and reportly leaving considerably amount of mica in the vein.

Prospect No. 2 was mined just after World War I, to a depth of 30 ft. which is now filled up . An old gentleman in the community states that some of the best mica in Cleveland County came out of this prospect. He estimates that there was approximately $300.00 worth of sheet mica removed more 30 years ago which was sold at 1/4 a pound. This operation ceased because they had no way to pump water out.

(d) This property is readily accessible in that a good road leads within a few yards of the mine. The prospect is located within one mile of Boiling Springs.

(e) There is no convenience power available. Electricity is within 300 yards of the mine. No difficulty is contemplated in obtaining equipment and supplies.

5. (a) It is anticipated that the pegmatite contains additional quantities of only mica of stockpile grade.

(b) At prospect No. 1 it is proposed to sink a 5 x 7 shaft 55 ft. deep into the pegmatite and drift a total distance of 75 ft.

At prospect No. 2 it is proposed to sink a shaft 40 ft. deep and drift a distance of 15 ft. on each side of the shaft which will make a total of 30 ft. of drift.

(c) The work will be started as soon as the contract is approved by the Government and the work should be concluded within 6 months.

(d) Attached as Exhibit G.

6. Estimate of costs.

(a) Independent contractors.

(b through h) Prospect No. 1

(1)	25 ft. of 5 x 7 shafting	150.00 per ft.	$3750.00
(2)	Unlining 75 ft.	15.00 per ft.	1125.00
		Total for Prospect No. 1	$4875.00

Prospect No. 2

(1)	40 ft. of 5 x 7 shafting	150.00 per ft.	$6000.00
(2)	Unlining 80 ft.	15.00 per ft.	1200.00
		Total for Prospect No. 2	$7200.00
		Total	$12075.00

7. (a) Applicant will pay in money the 10% required by regulation.

Moyle Blalock

Mr. Blalock was born in Cherokee, North Carolina, 38 years ago. When he was 14 years old he moved to Boiling Springs, Cleveland County, North Carolina. Mr. Blalock's education consists of a high school education.

Mr. Blalock chief occupation has been farming most all his life. He has 430 acres of good cotton producting land and grazing land. For the last 2 years he has been in the dairy business and has 43 heads of Jersey milk cows.

Mr. Blalock is noted for his honesty and truefulness in and around Boiling Springs and Shelby, North Carolina, and Cleveland County where he has lived most of his life.

For references Write:

Mr. Jessie Bridges
Pres. Union Trust Co.
Shelby, N. C.

Mr. C. E. Hamrick, Merchant
Boiling Springs, N. C.

Mr. Jim Brehmm
Boiling Springs, N. C.

Henry V. Merrick

Mr. Merrick was born in Cleveland County 35 years ago. He has a high school education. Mr. Merrick has been a farmer near Boiling Springs, Cleveland County, N. C., and for a while he worked for the North Carolina Brick Building Co. One of his latest adventures is the theater business which he owns and operates in the town of Boiling Springs. Mr. Merrick has a fine reputation in his community in his business dealings and private life.

For reference write:

H. G. Haynes
Pres. Cliffside Bank
Cliffside, N. C.

A. E. Doll,
Boiling Springs, N. C.

Phill Elliott
Pres. Gardner Webb College
Boiling Springs, N. C.

Wade Henrick

Mr. Wade Henrick was born in Boiling Springs, Cleveland County, North Carolina, and lived there all his life. Mr. Henrick is 30 years old and has a high school education. He has been in the farming business most of his life and is now engaged in the dairy business in conjunction with his farming. Mr. Henrick's ancestors have lived in Cleveland County for over 100 years and they are a prosperous group of people in financial status and maintain a fine reputation in their community.

For reference write:

Mr. Phill Elliott
Mrs. Gardner Webb College
Boiling Springs, N. C.

Mr. A. L. Jolly
Boiling Springs, N. C.

G. T. Lebrun
22 Merchant St.
Boiling Springs, N. C.

MINING LEASE

State of North Carolina, Cleveland County:

This indenture made this 21st day of April, 1953, between Hoyle Blalock and Sarah Hamrick Blalock, of Cleveland County and State of North Carolina, as parties of the first part, and known as lessors, and Hoyle Blalock, Nellie Hamrick, Wade Hamrick, Sam Phillips, trading and doing business as the Blalock and Hamrick Mining Company, of Cleveland County and State of North Carolina, party of the second part and known as lessee,

WITNESSETH:

That the parties of the first part in consideration of One Dollar in hand received and hereby acknowledged by the lessors, and in consideration of the agreements hereinafter contained, on the part of the party of the second part to be performed, hereby bargain, lease and grant to the party of the second part, and its heirs and assigns, for the period of three (3) years from the date of this agreement, the following described real property, for mining purposes, in the County and State first above written, to wit:

Lot No. 1:

Beginning at a stone, old corner in the old line between the Hamrick property and Howard Tessener, and runs thence, with the old line, South, 12 degrees and 50 minutes West, 234 feet to a stake in the north edge of the public road. Thence, with the North edge of the road, North, 88 degrees and 30 minutes East, 186.1 feet to a stake, thence, leaving the road, North, 12 degrees and 50 minutes East, 234 feet to a stake in the field. Thence, South, 88 degrees and 30 minutes West, 186.1 feet to the Beginning.

Containing One (1) Acre, more or less.

Lot No. 2:

Beginning at a stake in the old line, said stake being South, ly degrees and 00 minutes East, 536 feet from the old stone corner in the center of the public road, Howard Tessener's corner, and runs thence, with the old line, South, 17 degrees and 00 minutes East, 207.4 feet to a stake. Thence, North, 73 degrees and 00 minutes East, 210 feet to a stake. Thence, North, 17 degrees and 00 minutes West, 207.4 feet to a stake. Thence, South, 73 degrees and 00 minutes West, 210 feet to the Beginning/

Containing One (1) Acre, More or less.

Lot No. 3:

Beginning at a Hickory, old corner, and runs thence, with the old line, North, 55 degrees and 30 minutes East, 1286 feet to a stake in the old line. Thence, a new line, North, 32 degrees and 00 minutes West, 300 feet to a stake in the pasture. Thence, another new line, North, 69 degrees and 30 minutes West 580 feet to a stake in the old East line. Thence, with the old line, South, 61 degrees and 30 minutes West, 772 feet to a stone, old corner. Thence, with the old line, South, 21 degrees and 30 minutes East, 8'5 feet to the Beginning

Containing Twenty and Two Tenths (20.0) Acres, more or less.

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

AND IT IS FURTHER AGREED that the party of the second part, the lessee, hereby agrees to pay to the said parties of the first part, or their heris or assigns, a rental royalty of five percent (5%) on the minerals taken and sold from said mines which shall be for the use of the said lands for the aforesaid period of three years. The said amounts shall be payable on the computation of selling bills on the tenth (10th) day of each month covering sales made during the previous month. Any minerals other than those set forth above which may be taken and sold shall be paid for and at the usual royalty rate of the minerals taken.

AND IT IS FURTHER AGREED that the lessee, the party of the second part, its heirs or assigns, shall have the option to renew this lease and to extend the period of its running for an additional three (3) years from the date of its present termination. The option shall be exercised by giving formal written notice to the parties of the first part or by the continuation of any mining operations then being conducted. The lessors reserve the right to use the land, or convey the same not conflicting with this lease, but under any conveyance the terms of this lease must be recognized by the grantee, purchaser, or assigns thereof. And it is agreed that the lessee may assign this mining lease or any part thereof and that it may sublease.

BUT IT IS EXPRESSLY AGREED that unless mineral or fossil material of practical value for mining purposes shall be found within a period of two (2) years from the date of this insturment, the lease may be terminated by the lessee at any time thereafter on thirty days notice to the lessors. The lessee agrees that during the period of this lease or the continuance of this lease that work in said mines or exploration for new mines within the area leased shall not cease longer than ninty days at any one time, unavoidable accidnets excepted.

AND IT IS EXPRESSLY AGREED and understood that all of the option periods and other time requirements set out in this mining lease are subject to the limitations

involved in the fact that Sarah Hamrick Blalock holds no more than a life interest in Lots 1 and 2 described above, and that Hoyle Blalock and Sarah Hamrick Blalock hold no more than a life interest in Lot 3 described above.

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

SS/ Hoyle Blalock (Seal)

SS/ Sarah Hamrick Blalock (Seal)

Witness:

Margaret G. Bankston

NORTH CAROLINA

CLEVELAND COUNTY

The execution of the foregoing instrument was this day acknowledged before me by Hoyle Blalock and Sarah Hamrick Blalock, the grantors, for the purpose therein expressed. Let the same, with this certificate, be registered.

SS/ Margaret G. Banston
Notary Public

My Commission expires: 12-8-54

NORTH CAROLINA

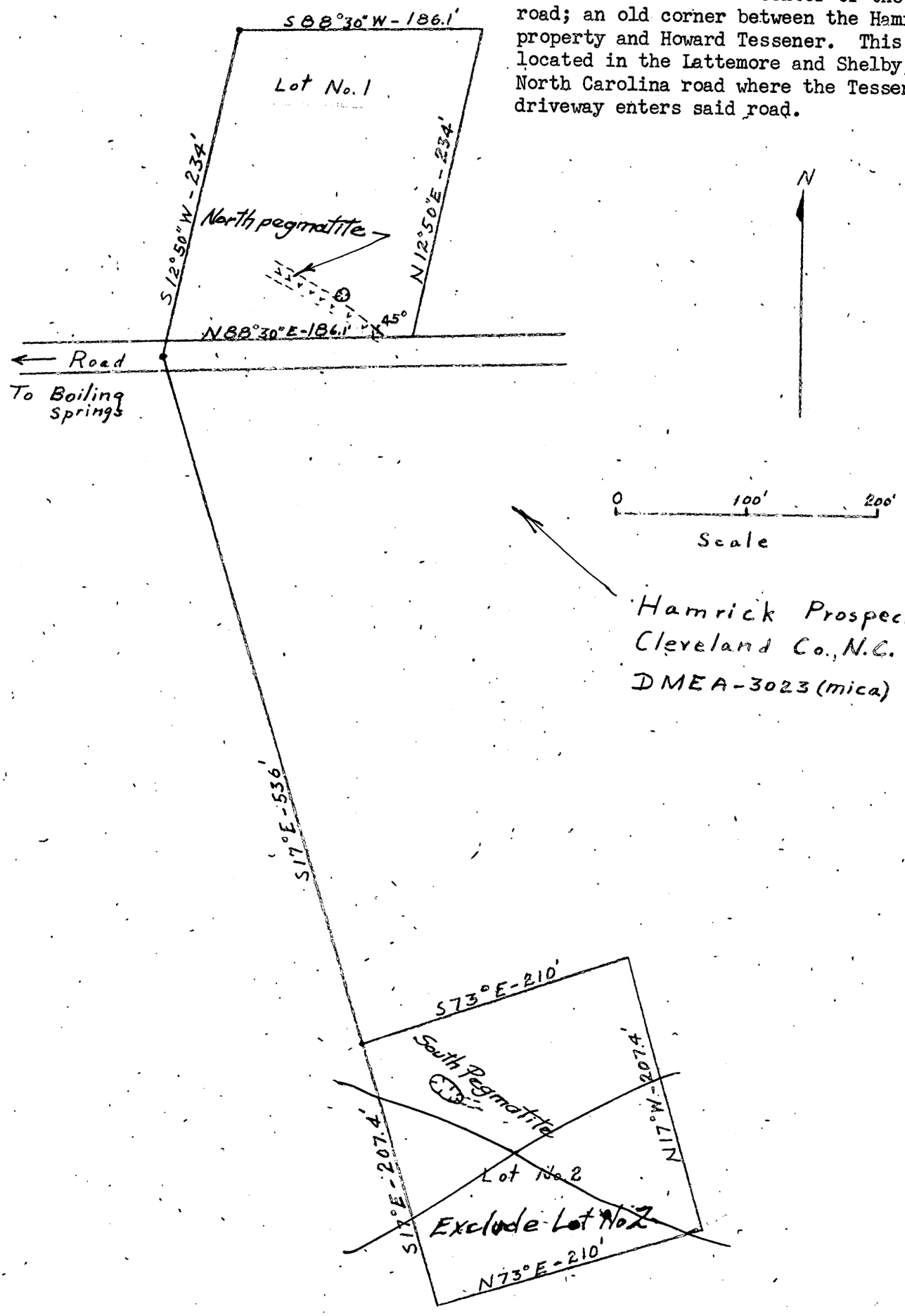
CLEVELAND COUNTY

The foregoing certificate of Margaret G. Bankston, of Cleveland County is adjudged to be correct and sufficient. Let the instrument be registered.

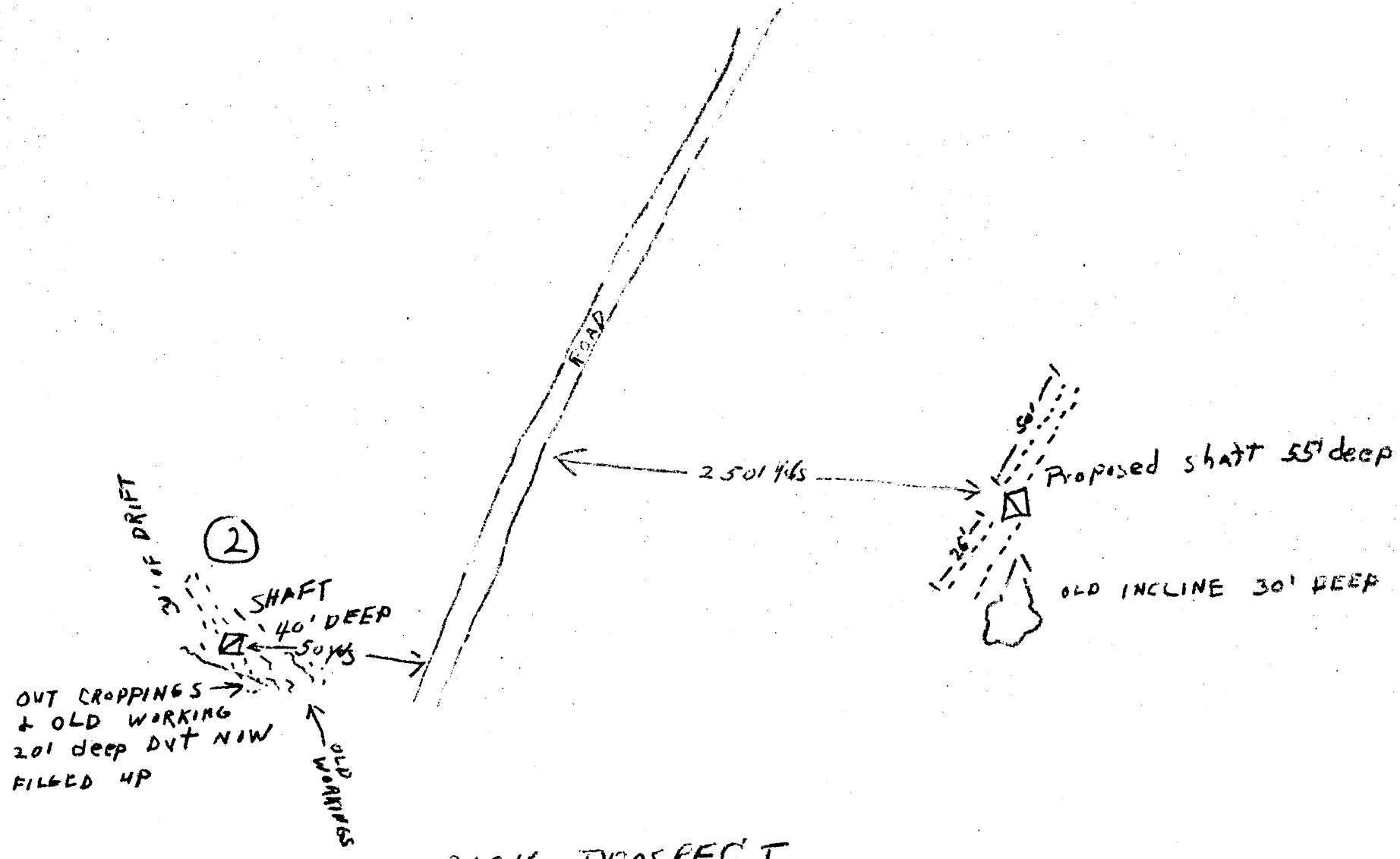
Witness my hand and official seal, this 21st day of April, 1953.

Clerk of Superior Court

LOT NO. 1 - The beginning corner for this lot is a stone in the center of the public road; an old corner between the Hamrick property and Howard Tessener. This stone is located in the Lattemore and Shelby, North Carolina road where the Tessener's driveway enters said road.



MAP No. 2



HAMRICK PROSPECT

DMEA-3022

Interior Bldg.
Room 3621

Mr. E.W. Ellis – DMEA

Room 4640