MF-203
Revised March 24, 1955

Dmea-4378

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

CONSENT TO LIEN

RECEIVED
JUL 11 1956

To the United States of America:

Referring to that certain land in the County of Rutherford, State of North Carolina, described ~~as follows~~ 1/ in a deed dated Oct. 10, 1954 at 11:00 A.M., and recorded in book 193 page 58 official records of said county.

_____,

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

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of a percentage royalty on production as may be provided for by the contract;2/ and represents and undertakes that there are no claims, liens, or encumbrances upon the undersigned's right, title, or interest in the land prior to that hereby granted to the Government other than the following:3/

_____

_____

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

---

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

3/ Write "none" if that is the case. Do not leave lines blank.

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: _____

_____

_____

_____

_____

_____

_____

_____

Dated this 2 day of July, 1956.

G. B. Brooks [Seal]

Mrs G. B. Brooks [Seal]

_____ [Seal]

I, _____ certify that I am the _____ _____ (Secretary, etc.) of the corporation named herein; that _____ _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____

[Corporate Seal]

MF-203
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator_____
Docket No. DMEA-_____
Contract No. Idm-E_____
Contract Date_____

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Rutherford, State of North Carolina, described ~~as follows~~ 1/

in a deed dated Oct. 10, 1954 at 11:00 A.M., and recorded in book 193 page 58 official records of said county.

_____,

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

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of a percentage royalty on production as may be provided for by the contract; 2/ and represents and undertakes that there are no claims, liens, or encumbrances upon the undersigned's right, title, or interest in the land prior to that hereby granted to the Government other than the following: 3/

_____

_____

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

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

3/ Write "none" if that is the case. Do not leave lines blank.

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: _____

Dated this 2 day of July, 195 6.

G. B. Brooks [Seal]

Mrs G. B. Brooks [Seal]

_____ [Seal]

I, _____ certify that I am the _____ _____ (Secretary, etc.) of the corporation named herein; that _____ _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____

[Corporate Seal]

MF-203
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator_____
Docket No. DMEA-_____
Contract No. Idm-E_____
Contract Date_____

CONSENT TO LIEN

RECEIVED
JUL 11 1956

To the United States of America:

Referring to that certain land in the County of Rutherford, State of North Carolina, described ~~as follows:~~1/ in a deed dated Oct. 10, 1954 at 11:00 A.M., and recorded in book 193 page 58 official records of said county.

_____,

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

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of a percentage royalty on production as may be provided for by the contract;2/ and represents and undertakes that there are no claims, liens, or encumbrances upon the undersigned's right, title, or interest in the land prior to that hereby granted to the Government other than the following:3/

_____

_____

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

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

3/ Write "none" if that is the case. Do not leave lines blank.

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: _____

Dated this 2 day of July, 1956.

G. B. Brooks [Seal]

Mrs G. B. Brooks [Seal]

_____ [Seal]

I, _____ certify that I am the _____ (Secretary, etc.) of the corporation named herein; that _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____

[Corporate Seal]

MF-203
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator_____
Docket No. DMEA-_____
Contract No. Idm-E_____
Contract Date_____

CONSENT TO LIEN

RECEIVED
JUL 11 1956

To the United States of America:

Referring to that certain land in the County of Rutherford, State of North Carolina, described as ~~XXXXXXXXXX follows:~~ 1/ in a deed dated Oct. 10, 1954 at 11:00 A.M., and ~~recorded~~ in book 193 page 58 official records of said county.

_____,

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

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of a percentage royalty on production as may be provided for by the contract;2/ and represents and undertakes that there are no claims, liens, or encumbrances upon the undersigned's right, title, or interest in the land prior to that hereby granted to the Government other than the following:3/

_____

_____

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

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

3/ Write "none" if that is the case. Do not leave lines blank.

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: _____

Dated this 2 day of July, 1956

G. B. Brooks [Seal]

Mrs G. B. Brooks [Seal]

_____ [Seal]

I, _____ certify that I am the _____ (Secretary, etc.) of the corporation named herein; that _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____

[Corporate Seal]

MF-203
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator_____
Docket No. DMEA-_____
Contract No. Idm-E_____
Contract Date_____

CONSENT TO LIEN

RECEIVED
JUL 11 1956

To the United States of America:

Referring to that certain land in the County of Rutherford, State of North Carolina, described ~~as follows:~~ 1/

in a deed dated Oct. 10, 1954 at 11:00 A.M., and recorded in book 193 page 58 official records of said county.

_____,

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

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of a percentage royalty on production as may be provided for by the contract;2/ and represents and undertakes that there are no claims, liens, or encumbrances upon the undersigned's right, title, or interest in the land prior to that hereby granted to the Government other than the following:3/

_____

_____

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

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

3/ Write "none" if that is the case. Do not leave lines blank.

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: _____

_____

_____

_____

_____

_____

_____

_____

Dated this 2 day of July, 1964.

G. B. Brooks [Seal]

Mrs G. B Brooks [Seal]

_____ [Seal]

I, _____ certify that I am the _____ _____ (Secretary, etc.) of the corporation named herein; that _____ _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____

[Corporate Seal]

MF-203
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator_____
Docket No. DMEA-_____
Contract No. Idm-E_____
Contract Date_____

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Rutherford, State of North Carolina, described ~~as follows~~ 1/

in a deed dated Oct. 10, 1954 at 11:00 A.M., and recorded in book 193 page 58 official records of said county.

_____,

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

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of a percentage royalty on production as may be provided for by the contract;2/ and represents and undertakes that there are no claims, liens, or encumbrances upon the undersigned's right, title, or interest in the land prior to that hereby granted to the Government other than the following:3/

_____

_____

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

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

3/ Write "none" if that is the case. Do not leave lines blank.

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: _____

Dated this 2 day of July, 1956.

G. B. Brooks [Seal]

Mrs G. B. Brooks [Seal]

_____ [Seal]

I, _____ certify that I am the _____ (Secretary, etc.) of the corporation named herein; that _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____

[Corporate Seal]

DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 4378

DO NOT DETACH THIS SLIP

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

This document has been recorded as

Exploration Project

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

Routing Slip Cys to USGS, BM

To:	600)	Date	7/11/56
To:	Mr. Anderson	Date	7-11-56
To:	Oper Com	Date	7-25-56
To:	COON	Date	7-25-56
To:	Oper Com	Date	8-24-56
To:	J.E. Johnson	Date	8-24-56
To:	COON	Date	8-26-56
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	

DO NOT DETACH

CONTROLLED DOCUMENT

cw

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

DOCKET COPY
Surname:
Anderson
Hogh
Lamb
Nelson
Selfridge
Effman

AUG 24 1956

Messrs. Albert McKinney and
Hoyle Yarbrough
c/o Mr. Albert McKinney
411 Oak Street
Forest City, North Carolina

Re: Docket No. DMEA-4378-mica
Albert McKinney and Hoyle Yarbrough
Brooks Mine
Rutherford County, North Carolina

Gentlemen:

Your application for aid for an exploration project and other reports available to us in Washington relating to the subject property have been reviewed.

Projects approved by the Defense Minerals Exploration Administration must, in its judgment, show definite promise of yielding materials of acceptable grade in quantities that will significantly improve the mineral supply position for the National Defense Program.

Careful study of all our information indicates to us that the probability of disclosing significant reserves of mica is not sufficiently promising to justify Government participation. We regret to advise you, under these circumstances, that your application for exploration assistance is denied.

We wish to thank you for your interest in the Defense Minerals Program and for bringing your property to our attention.

Sincerely yours,

C. O. Mittendorf

Administrator

WCAnderson:ms 8/23/56
Copy to: Docket
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Admr. R. File

C

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

August 23, 1956

Memorandum

To: Mr. C. O. Mittendorf, Administrator

From: Lawrence G. Houk, Chief
Nonmetallic Minerals Division

Subject: Evaluation of application and field examination report
Docket No. DMEA-4378-mica
Albert McKinney and Hoyle Yarbrough
Brooks Mine
Rutherford County, North Carolina

Denial of application is recommended

Mica:
1. Not of strategic quality; small amount.
2. Ruby colored and flat A.
3. Stained, due to biotite inclusions.

Pegmatite:
Lenticular, having a 6 foot thick quartz core, flanked by kaolinized feldspar, quartz and muscovite, exposed for a distance of 55 feet. Country rock not determinable because of absence of exposures.

Workings: Trench, 55 feet long by 20 to 30 feet wide with maximum depth of 9 feet. It is reported that a 7-foot filled pit extends below bottom of cut.

Past Production:
About 100 pounds of non-strategic "mine-run" block mica.

Method of Exploring:
Applicant does not indicate but requests $6,890.00 for exploration work that suggests shaft sinking and drifting.

Recommendation:
The Field Team recommends denial. Since the geological criteria show that only small quantities of non-strategic mica are present, the Nonmetallic Minerals Division concurs in the Field Team recommendation. The Commodity Members of the Bureau of Mines and Geological Survey also concur.

Walter C. Anderson
Walter C. Anderson
Nonmetallic Minerals Division

IN REPLY REFER TO:

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

August 20, 1956

Re: DMEA 4378
Albert McKinney and Hoyle Yarbrough
Brooks Mine
Rutherford Co., N. C.
$6,890.00 - Mica

Memorandum

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

From: N. E. Nelson, U. S. Geological Survey

Subject: Review of Field Team report.

The applicants requested assistance in doing work estimated to cost $6,890.00 but failed to outline the work to be done.

The examiners found the applicants, in a recently bulldozed trench 55 feet long, 20 to 30 feet wide and up to 9 feet ~~long~~ deep, had exposed a zoned pegmatite, at least 6 feet thick, but with neither wall showing. About 100 pounds of mine-run block mica was recovered, but none of strategic quality. In addition the mica content, as observable, is low. The examiners and the Field Team recommend denial of the application.

I concur with the recommendation.

N. E. Nelson

N. E. Nelson

RECEIVED
AUG 21 1956

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

August 20, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA-4378 (mica)

Applicant: A. McKinney & H. Yarbrough

Name and Location of Property: Brooks Mine, Rutherford County, N. C.

Date of Field Team Report: 8/14/56

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 8/20/56

Field Team Recommendation: Recommend denial of subject application.

Comments:

1. A small quantity of non-strategic quality mica was observed.

2. Geological factors show that this deposit is unlikely to produce any sizable quantities of strategic mica.

Recommendation:

I concur with the field team's recommendation for denial of this application.

W. F. Dietrich

W. F. Dietrich

RECEIVED
AUG 31 1956

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D.C.
KNOXVILLE 2, TENN.

August 15, 1956

Memorandum

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

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

Subject: Field Examination Report, DMEA-4378 (Mica)
Albert McKinney and Hoyle Yarbrough
Brooks Mine, Rutherford County, North Carolina

Enclosed are four copies of the subject examination report.

The exposures at this prospect do not appear favorable for exploration, and we agree with the examiners' recommendation for denial of the application.

Robert A. Laurence
Robert A. Laurence
Executive Officer

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

Enclosures 4

RECEIVED
AUG 17 1956

Reviewed by
DMEA OPERATING COMMITTEE
8-20-56
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

EXAMINATION REPORT
FIELD TEAM, REGION V

On

DMEA-4378 (mica) BROOKS MINE

Rutherford County, N. C.

RECEIVED
AUG 17 1956

By

S. C. Bergman, Geologist
and
D. H. Amos, Geologist

U. S. Geological Survey
August 14, 1956

Reviewed by
DMEA OPERATIONS [illegible]
8-20-56
(date)

FIELD EXAMINATION REPORT

On

DMEA-4378 (mica) BROOKS MINE

Applicant: Albert McKinney, 411 Oak St. Forest City, N.C., and Hoyle Yarbrough, Ellenboro, N.C.

Summary

Recent bulldozing by the applicants have exposed a quartz body flanked by pegmatite. A small amount of mica, mostly of non-strategic quality, is present. Denial of the application for exploration at this mine is recommended.

Location

The Brooks Mine is 1.8 airline miles S12°W of Ellenboro, Rutherford County, N. C. The site is accessible to within about 400 feet of the mine by an all weather gravel road.

General Information

The property was examined August 8, 1956. Messrs. Albert McKinney and Hoyle Yarbrough accompanied the examiners on the inspection which required about one hour.

Recent bulldozing by the applicants have exposed a relatively thick pegmatite in the bottom of a trench. This trench is 55 feet long, 20 to 30 feet wide and has a maximum depth of 9 feet. A pit, now filled, is reported to have ex= tended about 7 feet below the bottom of the present cut. No surface facilities are present at the mine.

Geology

A large quartz body at least 6 feet thick with adjacent pegmatite is exposed in the trench. The quartz appears to be

the core of a large lenticular pegmatite, although no pegmatite is exposed on one side (south side). Attitude of neither the quartz nor the pegmatite is determinable, but the fracture pattern in the quartz suggests that it strikes about N 80° E and dips 26° SE. Pegmatite is adjacent to the quartz on the north (probably foot-wall) and consists of kaolinized feldspar, quartz and muscovite. No exposures of country rock occur in the vicinity of the mine. Soil in nearby cultivated fields suggests that the underlying rock is granite.

About 100 lbs of "mine-run" block mica was recovered from the dozing. It is ruby-colored and flat-A. Most of the muscovite is stained due to biotite inclusions and is not of strategic quality .

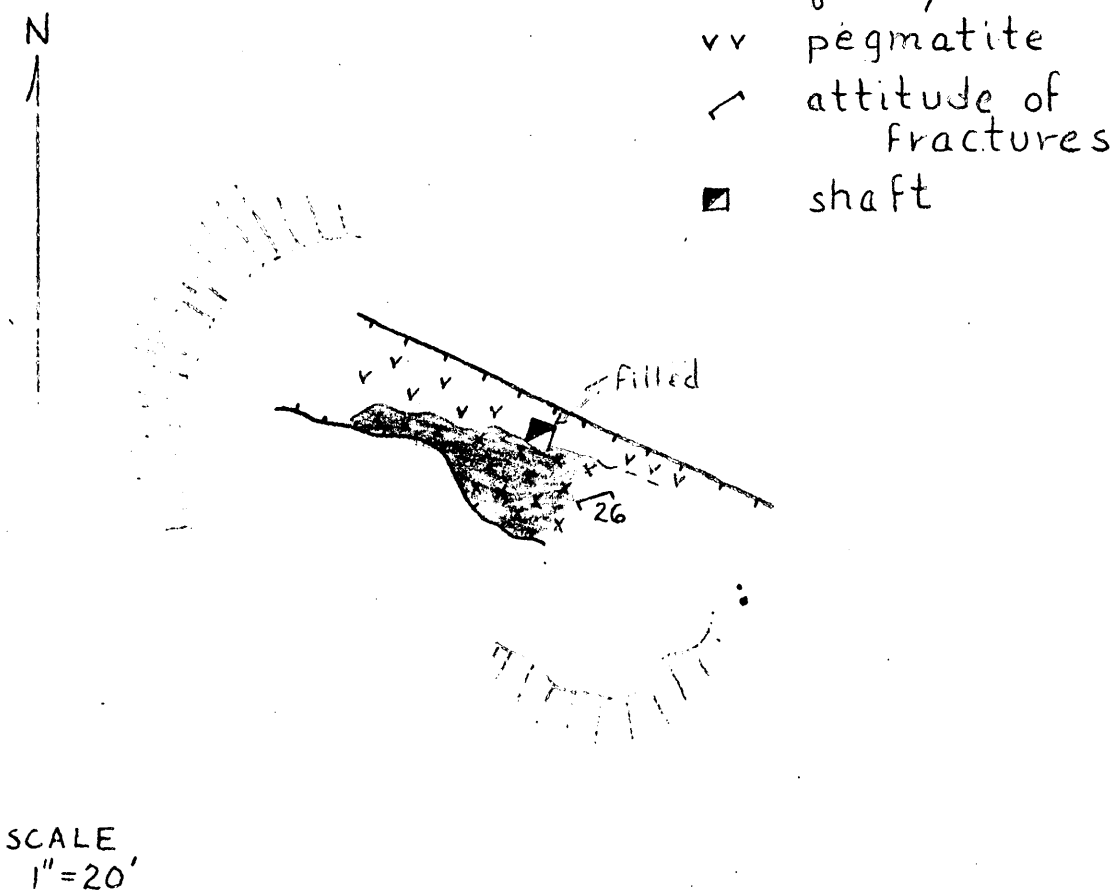
Recommendations

As most of the mica is not of strategic quality, it is recommended that this application for exploratory assistance be denied. In addition, the quantity of mica per unit volume of pegmatite appears to be small.

August 14, 1956

S. C. Bergman and D. H. Amos,
Geologists, U. S. G. S.

z



BROOKS MINE

RUTHERFORD Co., N.C.

DMEA-4378

8-8-56 D.H.A.

DOCKET COPY
Surname:
Anderson
Houk
Helen
Selfridge
Johnson

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

JUL 2 6 1956

Messrs. Albert McKinney and
Hoyle Yarbrough
c/o Mr. Albert McKinney
411 Oak Street
Forest City, North Carolina

Re: Docket No. DMEA-4378-mica
Albert McKinney and
Hoyle Yarbrough
Brooks Mine
Rutherford County, North Carolina

Gentlemen:

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

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

Sincerely yours,

C. O. Mittendorf

Administrator

WCAnderson:ms 7/24/56
Copy to: Docket
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Admr. R. File

R.C.S.

DOCKET COPY
Surname:
Anderson
Houk
Nelson
Selfridge
Effmann

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

JUL 26 1956

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

Re: Docket No. DMEA-4378-mica
Albert McKinney and
Hoyle Yarbrough
Brooks Mine
Rutherford County, North Carolina

Dear Mr. Laurence:

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

Copies of memoranda dated July 16 and 18, 1956, by Mr. T. H. Kiilsgaard, USGS, and Mr. W. F. Dietrich, USBM, respectively, relating to the project are enclosed.

Sincerely yours,

George C. Selfridge
by ltr

Chairman, Operating Committee

Approved:

F. F. Pope by ltr
Member, Bureau of Mines

N. E. Nelson by ltr
Member, Geological Survey

Enclosures: 4

WCAnderson:ms 7/24/56
Copy to: Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Admr. R. File

P.C.B.

MINING LEASE

State Of North Carolina Rutherford County

RECEIVED
JUL 23 1956

This Indenture This 2 Day of July 1956

Between G. B. Brooks Mrs G. B. Brooks of the first Part.

And A. J. McKinney + Hoyle Yarbrough of the second part

Of Rutherford county, and State of North Carolina, First part known as land owners, and second part known as lessee.

Mel-4378

WITNESSETH: That parties of the first part in consideration of the agreement herein contained, to be preformed by parties of the second part and/or its assigns, do hereby bargain, contract, lease and grant unto the party of the second part all mining rights to said lands for the period of 10 Years from date, all of the following real property, in the county of Rutherford State of North Carolina, to-wit.

Being all of those certain tracts, peices and parcels of land lying and being in Colfax Township Rutherford County and State of North Carolina and more particularly described and defined in the register of deeds recorded in books I93 page 56 in the reference is hereby made and said descriptions incorporated herin consisting of I2 92/I00 acres more or less.

Adjoining the North Side of a lot conveyed this day to C.C. Brooks, and beginning at an iron pin in the old West line, the Northwest corner of C.C. Brooks lot', and runs thence, with the old west line, North, 6 degrees and 35 minutes West, 733 feet to a stone, the old Northwest corner. Thence, with the old North line, North, 74 degrees and 00 minutes EAST, 627 feet to an iron pin, the old Northeast corner Thence, with the old East line, South, 22 degrees and 30 minutes East 835 feet to an iron pin, C.C. Brooks' Northeast corner in the old East line. Thence, with his North line , South 8I degrees and 50 minutes West, 845 feet to the BEGINNING. Containing Twelve and 92/I00 Acres, more or less.

To have and to hold the said lands to the said parties of the second part or its assigns the aforesaid period of I0 years, for the purpose and rights to use said lands to dig quarry, search for and obtain any and all kinds of minerals stones, gems, metals, ores, rocks, mica, fossials or stones of any value whatsoever and to exploit develop, conduct and operate the same to any extent, the said party of the second part may desire, and it is also contracted and agreed by parties of the second part that no unnecessary damage is to be done to the lands herin described and leased during the continuance of said lease. But the said parties of the second part shall have right to take from said lands any wood or timber that the party of the second part may need to carry on said operations.

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 lands upon which exploration is being conducted .

The said parties of the second part does hereby agree to pay said parties of the first part, their heirs or assigns I2 I/2 Percent royalty fee in net proffits of all marketable minerals, as described above.
Minerals of marketable value shall be found within one year of the date hereof then this lease and comtract may be terminated at any time thereafter upon (30) thirty days notice in writting to the lessor or owner.
Extended time is agreed if needed.

WITNESS: Our hand and seals, the day and year First above mentioned.

G B Brooks Seal

Mrs G. B. Brooks Seal

ATTEST

Mary L. Yarbrough

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

July 18, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA-4378 (mica)

Applicant: A. McKinney, H. Yorbrough

Name and Location of Property: Brood's Mine, _____, N. C.

Date Application Rec'd. by Br. of Ceramic & Fertilizer Materials: 7/12/56

Comments:

1. No data available in this office on subject mine.

2. Applicant has itemized the estimated costs for the project, but has neglected to propose a plan for exploration.

3. Although it would be desirable for the applicant to furnish more complete information, it appears that a visit by an examiner would furnish more useful data.

Recommendation:

It is recommended that the field team visit this mine when in that vicinity to ascertain if an exploration project is justified. If so, the field team and applicant should agree on a definite plan of exploration on a unit-cost basis.

W. F. Dietrich

W. F. Dietrich

RECEIVED
JUL 19 1956

IN REPLY REFER TO:

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

RECEIVED
JUL 16 1956

July 16, 1956

Memorandum

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

From: T. H. Kiilsgaard, U. S. Geological Survey

Subject: Review of application, DMEA Docket 4378 (mica), Albert McKinney property, Ellensboro, North Carolina

In a very poorly prepared application, Mr. McKinney and partner state that they have leased some property near the Brook's mine, that there are some fragments of mica on the surface of the ground, that they have done some bulldozing, and that they believe it is a good prospect. The application does not contain a description of the leased ground, a copy of the Lease Agreement or Consent to Lien Agreement, a map of the leased area or the location of the proposed work in the leased area, and, most important, it does not describe the proposed exploration work.

I recommend that the application be returned to the applicant along with a letter requesting additional and necessary information. The application should be held in abeyance and no field action taken until this information is received.

T. H. Kiilsgaard

T. H. Kiilsgaard

DOCKET COPY
Surname:
Anderson
Houk
Mittendorf

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

JUL 16 1956

Messrs. Albert McKinney and
Hoyle Yarbrough
c/o Mr. Albert McKinney
411 Oak Street
Forest City, North Carolina

Re: Docket No. DMEA-4378-mica
Albert McKinney and
Hoyle Yarbrough
Brooks Mine
Rutherford County, North Carolina

Gentlemen:

Reference is made to your application for Government assistance to explore the subject property.

We are returning the lease and the copies of the Consent to Lien because they have not been satisfactorily executed. The lease is not legally executed since the names of the lessors, the parties of the first part, are not clearly shown. Their names should be inserted in the first paragraph of the lease, and their signatures written on the lines marked "Seal". Under "Attest" you should have the signatures of witnesses. The signed copies of the Consent to Lien are blank. Please fill in as indicated on the sample copy enclosed. The date of the deed must be written in the space indicated.

Processing of your application will be held in abeyance pending receipt of these documents with the requested corrections and additions made thereto.

Sincerely yours,

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

Enclosures: 8

WCAnderson:ms 7/16/56
Copy to: Docket
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Admr. R. File

R.C.S.

July 11, 1956

Mr. Albert McKinney
411 Oak St.
Forest City, N. C.

Subject: DMEA-4378
Re: Exploration Assistance
Brooks Mine

Dear Mr. McKinney

The receipt of your application dated July 5, 1956 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-4378 and referred to the Nonmetallic Minerals Division.

Kindly identify all future correspondence relating to your application by this docket number.

Sincerely yours,

Robert E. Adams, Chief
Operations Control and
Statistics Division

60932

July 11, 1956

Memorandum

To: Executive Officer, DMEA Field Team, Region V

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 V.

DMEA-4378 Albert McKinney & Hoyle Yarbrough

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

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

RECEIVED
JUL 11 1956

July 9, 1956

Memorandum

To: Operating Committee, DMEA, Washington 25, D. C.

From: Field Team, DMEA, Region V, Knoxville

Subject: Application from Albert McKinney and Hoyle Yarbrough, partners
Brooks Mine, Rutherford County, North Carolina - Mica

Enclosed are three copies of the subject application, with one copy of the lease and six signed but otherwise blank copies of the Consent to Lien. We are keeping the fourth copy of the application for our use.

Messrs. McKinney and Yarbrough were here last Tuesday to discuss this with us, before filing their application. It was their idea that this deposit should be explored by means of a large bulldozer cut, 30 or more feet deep, similar to what has been done at the Dycus mine. We advised that they submit an alternate plan, as it was obvious that they were thinking of mining instead of exploration, but the application (although very vague as to item 5b) suggests that they now propose to sink a shaft.

The meeting with them left us with the impression that they have had very little experience in mining.

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

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

Enclosures 3

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

RECEIVED
JUL 11 1956

July 9, 1956

Memorandum

To: Operating Committee, DMEA, Washington 25, D. C.

From: Field Team, DMEA, Region V, Knoxville

Subject: Application from Albert McKinney and Hoyle Yarbrough, partners
Brooks Mine, Rutherford County, North Carolina - Mica

Enclosed are three copies of the subject application, with one copy of the lease and six signed but otherwise blank copies of the Consent to Lien. We are keeping the fourth copy of the application for our use.

Messrs. McKinney and Yarbrough were here last Tuesday to discuss this with us, before filing their application. It was their idea that this deposit should be explored by means of a large bull-dozer cut, 30 or more feet deep, similar to what has been done at the Dycus mine. We advised that they submit an alternate plan, as it was obvious that they were thinking of mining instead of exploration, but the application(although very vague as to item 5b) suggests that they now propose to sink a shaft.

The meeting with them left us with the impression that they have had very little experience in mining.

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

V. J. Lynch, Member
Bureau of Mines

RAL/mg
Enclosures 3
cc - Operating Committee (3)
Mr. V. J. Lynch
Mr. L. E. Shirley
Files

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

RECEIVED
JUL 11 1956

July 9, 1956

Memorandum

To: Operating Committee, DMEA, Washington 25, D. C.

From: Field Team, DMEA, Region V, Knoxville

Subject: Application from Albert McKinney and Hoyle Yarbrough, partners
Brooks Mine, Rutherford County, North Carolina - Mica

Enclosed are three copies of the subject application, with one copy of the lease and six signed but otherwise blank copies of the Consent to Lien. We are keeping the fourth copy of the application for our use.

Messrs. McKinney and Yarbrough were here last Tuesday to discuss this with us, before filing their application. It was their idea that this deposit should be explored by means of a large bull-dozer cut, 30 or more feet deep, similar to what has been done at the Dycus mine. We advised that they submit an alternate plan, as it was obvious that they were thinking of mining instead of exploration, but the application (although very vague as to item 5b) suggests that they now propose to sink a shaft.

The meeting with them left us with the impression that they have had very little experience in mining.

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

V. J. Lynch, Member
Bureau of Mines

RAL/mg
Enclosures 3
cc - Operating Committee (3)
Mr. V. J. Lynch
Mr. L. E. Shirley
Files

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

JUL 11 1956

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. 4378
Metal or Mineral Mica
Date Received 7-11-56
Estimated Cost $6,890.00
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: Albert McKenney 411 Oak St. Forest City, N.C.
Partner: Hoyle Yorkbough Ellenboro, 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 Adjoining the O.C. Brooks property refuse back to lease.

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

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

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

(*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.

RECEIVED
JUL 9 - 1956
Geologic Division
Knoxville, Tenn.

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. None

(*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) 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 15 days and be completed within 6 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) (yes)

(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. (TD-9 INTERNATIONAL TRACTOR)

CERTIFICATION

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

Dated July 5th, 1956

Albert McKinney + Hoyle Goldsbrough
(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

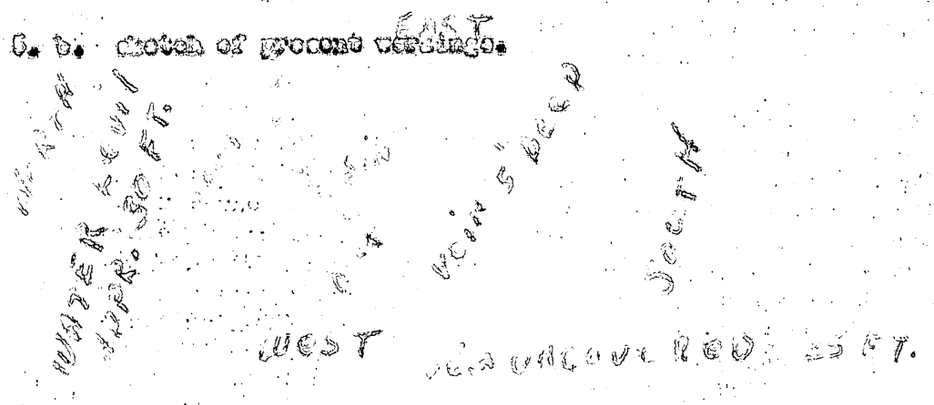
d. Physical description.-(a) About 50 years ago this spot where we are wanting to explore was dug with pick and shovel, a hole of the size a man could work in and through out dirt, to about 10 feet deep. This is the last work that has been performed since we started a few weeks ago, when we dozed about 0 feet.

b. No past or current production.
c. Fragments of mica on top of the ground, white flint rock with mica. a vein bedding with small mica, embeded in them. white dirt.
We believe this is a good prospect and could find some mica if we could get down and locate the main vein.

d. We have a good road to the mine. 50 miles to the Government depot, in Spruce Pine, N.C. Supplys within 10 miles.

e. Plenty of manpower, Equipment for mining within 50 miles. no need for water, power within one hundred fifty yards.

f. b. sketch of present workings.



d. Been mining for five years , been in and around mines for 30 yrs. We plan our own supervising.

e. One well experienced miner, ($1.75 per. hr.
Three laborers $2.25 per hr. (See separate sheet)

7a,a,b,c,d,e,f,g,h. (see separate sheet)

7. (b) By our own labor, tools, and money.

We feel that by using our own tools such as picks and shovels and truck and dozer we would be more than paying our part. We have a small 2-3-0 International tractor that we can use if needed.

Estimate rotating beat from [illegible]

C. Estimate of cost.
This estimate is based on one month, or 30 day period.

1. Air Compressor	Rental Fee.		$ 500.00	Per month.
2. Jack Hammer	0	0	00.00	0 0
3. Water Pump	0	0	00.00	0 0
4. Hoist with one cables	0	0	00.00	0 0
5. Hose of Gunite	Bought		200.00	Cost 0 this.
Gasoline for compressor and pump	0		50.00	Per. mo.
Two hundred feet of hose for water pump, bought)			200.00	Cost's cost.
50 ft. of hose for air compressor, jack hammer			0.00	Per month.
Timber for shoring, estimate cost			500.00	All
Labor cost, 32.00 per. hr.	Estimate cost.		960.00	Per month.
Two laborers at 0 200 per. hr.			400.00	0 0
One timber man [illegible] 0 2.75 per. hr.			550.00	0 0

0 8,850.00

Estimate of entire exploration cost. 0 9, 850.00