IMEA Form 9

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

OFFICIAL DOCKET FILE

IMEA NO. 4717

Application (Denied ✓
(~~Withdrawn~~
(After disposition, delete items not applicable)

Contract (Terminated - not Certified
(Cancelled
(Terminated - Certified
(Royalty Agreement

This is the official contract file containing all official records of the project. The records contained in the files are checked and are arranged in this order:

Left Side

Interim Royalty Audits
Reports of Royalty Review
Certification of Discovery
Certificate of Audit (Final)
Interim Audit(s)
Report of Review
Termination Notice or Agreement
Recision Notice
Assignment of Contract
Contract Amendments (latest on top)
Contract with all exhibits and annexes
Owner's Consent to Lien
Subordination Agreement
Leases and assignments of leases
Application and attachments
(3) Envelope for maps

Right Side

Project summary
Work completed analysis
All other material is filed in chronological order with correspondence including the following reports as checked:

Final Field Team Report (Tab)
Operator's Final Report
(2R) Interim Reports
(2R) Operator's monthly reports and all attachments (latest on top)
✓ On-site Exam Report(s) (Tab)
(4) Settlement Sheets

When the volume of records is expected to warrant additional folders, or when convenience of reference warrants separate folders for certain records, they should be set up in this order:

Left Side

Folder No. 2: (In chron. order) Interim Summary Reports by W. O. Engineers

Right Side

Operator's Semi-Annual Report for Certified Project, Field Team Interim Reports, Operator's Monthly Report with transmittal, narrative, maps, and Field Team review.

Folder No. 3: Maps (Use pocket folder or envelope. Fold maps with title block out and show reference to related document or correspondence.)

Folder No. 4: Settlement Sheets

Folder No. 5: Drill Logs

9774

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

F[illegible]overnment's Use Only
EXPLORATION PROJECT CONTRACT
Operator_____
Docket No. DMEA-_____
Contract No. Idm-E_____
Contract Date_____

RECEIVED APR 5 1957 D.M.E.A.

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of MACON State of NORTH CAROLINA, described ~~as follows~~ 2/ IN A LEASE DATED APRIL 1, 1957, AND RECORDED IN BOOK J-6 AT PAGE 268, 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;

3. Subordinates the undersigned's right, title, claim, or interest in or against the land and in any production therefrom to the rights of the Government under the contract with respect to royalty on production and liens to secure same;

4. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none." Do not leave lines blank.)

NONE OTHER THAN THE AFORESAID LEASE

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

2/ 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.

5. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this Agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land, or any production therefrom furnishing the Government with two copies of such notice; and

6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provision: NONE (State "None" or "See Annex No.____")

Dated this _____ day of APRIL, 1957.

Bessie Johnson	[Seal]	Franklin N.C.	[Address]
Jet Engel	[Seal]	Franklin N.C.	[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

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-205
(Combines and supercedes MF-201 and MF-203)
June 1956

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

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6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provisions: NONE (State "None" or "See Annex No.____")

Dated this _____ day of APRIL, 1957.

Bessie Johnson	[Seal]	Franklin N.C.	[Address]
Jot Engel	[Seal]	Franklin N.C.	[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

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-205
(Combines and supercedes MF-201 and MF-203)
June 1956

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

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and
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6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provision: NONE (State "None" or "See Annex No.____")

Dated this _____ day of APRIL 2, 1957.

Bearis J Barnes	[Seal]	Franklin N.C.	[Address]
Jet Lyel	[Seal]	Franklin N.C.	[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

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-205
(Combines and supercedes MF-201 and MF-203)
June 1956

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

RECEIVED APR 5 1957 D.M.E.A.

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and
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6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provision: NONE (State "None" or "See Annex No.____").

Dated this _____ day of APRIL 2, 195 7.

Bessie Johnson	[Seal]	Franklin N.C.	[Address]
Jet Angel	[Seal]	Franklin N.C.	[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

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_____

[Corporate Seal]

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

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

RECEIVED APR 5 1957 D.M.E.A.

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of MACON, State of NORTH CAROLINA, described as follows: 2/ IS A LEASE DATED APRIL 1, 1957, AND RECORDED IN BOOK J-6 AT PAGE 263, OFFICIAL RECORDS OF SAID COUNTY.

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6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provision: NONE (State "None" or "See Annex No.____")

Dated this _____ day of April 2, 1957.

Bessie Johnson	[Seal]	Franklin N C,	[Address]
Fit Angel	[Seal]	Franklin N C,	[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

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[Corporate Seal]

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

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

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

RECEIVED APR 5 1957 D.M.E.A.

To the United States of America:

Referring to that certain land in the County of _____, State of _____, described as follows: 2/ [illegible] 0957, AND RECORDED IN BOOK [illegible] AT PAGE [illegible], 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--

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NONE OTHER THAN THE RECORDED LEASE

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7. Added provision: NONE (State "None" or "See Annex No.____")

Dated this _____ day of April 2, 195_7.

Bessie Johnson	[Seal]	Franklin N.C.	[Address]
Get Engel	[Seal]	Franklin N.C.	[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

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[Corporate Seal]

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

OFFICIAL FILE COPY
DMEA
RECEIVED APR 5 1957

DATE	INITIALS	CODE

April 3, 1957

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Application from Zeb Angel, Franklin, N. C., Bessie Johnson Mine, Macon County, N. C. (Mica).

Enclosed are the original and two copies of the subject application, with a copy of the lease and six signed copies of the Consent to Lien. We are keeping the fourth copy of the application.

Mr. Angel filed an application for aid at this same mine in 1954. It was then called the J. M. Lyle Mine and the docket number was DMEA-3311. This application was denied. Mr. Selfridge visited this property with our field examiners on April 27, 1954.

We understand that the Applicant has done additional work at this mine since the 1954 examination, but none of our staff has seen it recently.

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

W. A. Beck
W. A. Beck, for V. J. Lynch
Member, Bureau of Mines

RAL/as
cc
Opr. Com. 2
Lynch
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.

RECEIVED APR 5 1957 D.M.E.A.

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. 4717
Metal or Mineral Mica
Date Received 4-5-57
Estimated Cost $ 6,510
Participation (Government %)

INSTRUCTIONS

RECEIVED APR 3 - 1957 Knoxville, Tenn.

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:

ZEB ANGEL
FRANKLIN NORTH CAROLINA

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

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

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

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

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract BEING PART OF THE BESSIE JOHNSON PROPERTY, LOCATED IN MACON COUNTY, NORTH CAROLINA, HELD BY ZEB ANGEL UNDER LEASE DATED APRIL 1, 1957, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MACON COUNTY, N. C., IN BOOK J-6 AT PAGE 268.

(*b*) State any mine name by which the property is known. BESSIE JOHNSON 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. COPY OF LEASE AND 6 COPIES OF OWNER'S CONSENT TO LIEN ATTACHED

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

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

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

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

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

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

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

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

(*b*) Describe fully the proposed work, including a map or sketch of the property showing a plan (and cross sections if needed) of any present mine workings, and the location of the proposed exploration work as related to such features as contacts, veins, ore-bearing beds, etc. ATTACHED - DESCRIPTION PARA. 4-C

(*c*) The work will start within 5 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 [x] Use of equipment owned by you [x] 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 APRIL 2nd, 1957

Jet Engel (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

ZEB ANGEL, FRANKLIN NORTH CAROLINA

4 - (A) PROPERTY HAS ONE SHAFT SUNK ABOUT 20 YEARS AGO TO DEPTH OF ABOUT 60'. SHAFT ABOUT 6' X 6' AND DRIFTS OFF OF BOTTOM OF SHAFT HAVE BEEN RECENTLY CLEANED OUT AND EXPOSED PEGMATITIC VEIN APPROXIMATELY 10' WIDE. WORK OF REOPENING SHAFT AND OLD WORKINGS WAS PERFORMED BY APPLICANT AND ARE READILY ACCESSIBLE TO EXAMINATION.

PROPERTY ALSO HAS A SECOND SHAFT SUNK WITHIN THE PAST FIVE MONTHS TO DEPTH OF 50' (POSITION ABOUT 80' WEST AND SOUTH OF OLD SHAFT). FROM BOTTOM OF THIS SHAFT APPLICANT DRIFTED 72' NORTH WITH INTENTION OF BYSECTING MAIN PEGMATITE EXPOSED IN OLD SHAFT (ABOVE). BELIEVE WITHIN SHORT DISTANCE (PERHAPS 10') OF MAIN PEGMATITE BUT WORK TEMPORARILY DISCONTINUED DUE TO SOFT GROUND AND WATER. THIS DRIFT ONLY 3' WIDE AND 4.5' HIGH AND WAS FOR EXPLORATORY PURPOSES.

(B) PAST PRODUCTION AND ORE RESERVES UNKNOWN; NO CURRENT PRODUCTION.

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RECEIVED APR 5 1957

DATE	INITIALS	CODE

(C) PEGMATITE ABOUT 10' WIDE; STRIKING NORTHEAST AND SOUTHWEST; DIPPING NORTH WITH ROLL; BOTH HANGING AND FOOT WALLS CAROLINA GNEISS; QUARTZ CORE ABOUT 2' WIDE. PEGMATITE COMPOSED PRIMARILY OF QUARTZ, FELDSPAR AND MICA.

APPLICANT WISHES TO SINK A NEW SHAFT ABOUT 70' DEEP APPROXIMATELY 100' WEST OF OLD SHAFT TO PICK UP MAIN PEGMATITIC ORE BODY, WHICH HE BELIEVES CONTAINS HIGH GRADE RUBY MICA.

(D) MINE LOCATED ONE MILE NORTH OF FRANKLIN ON U. S. 441 AND 23.

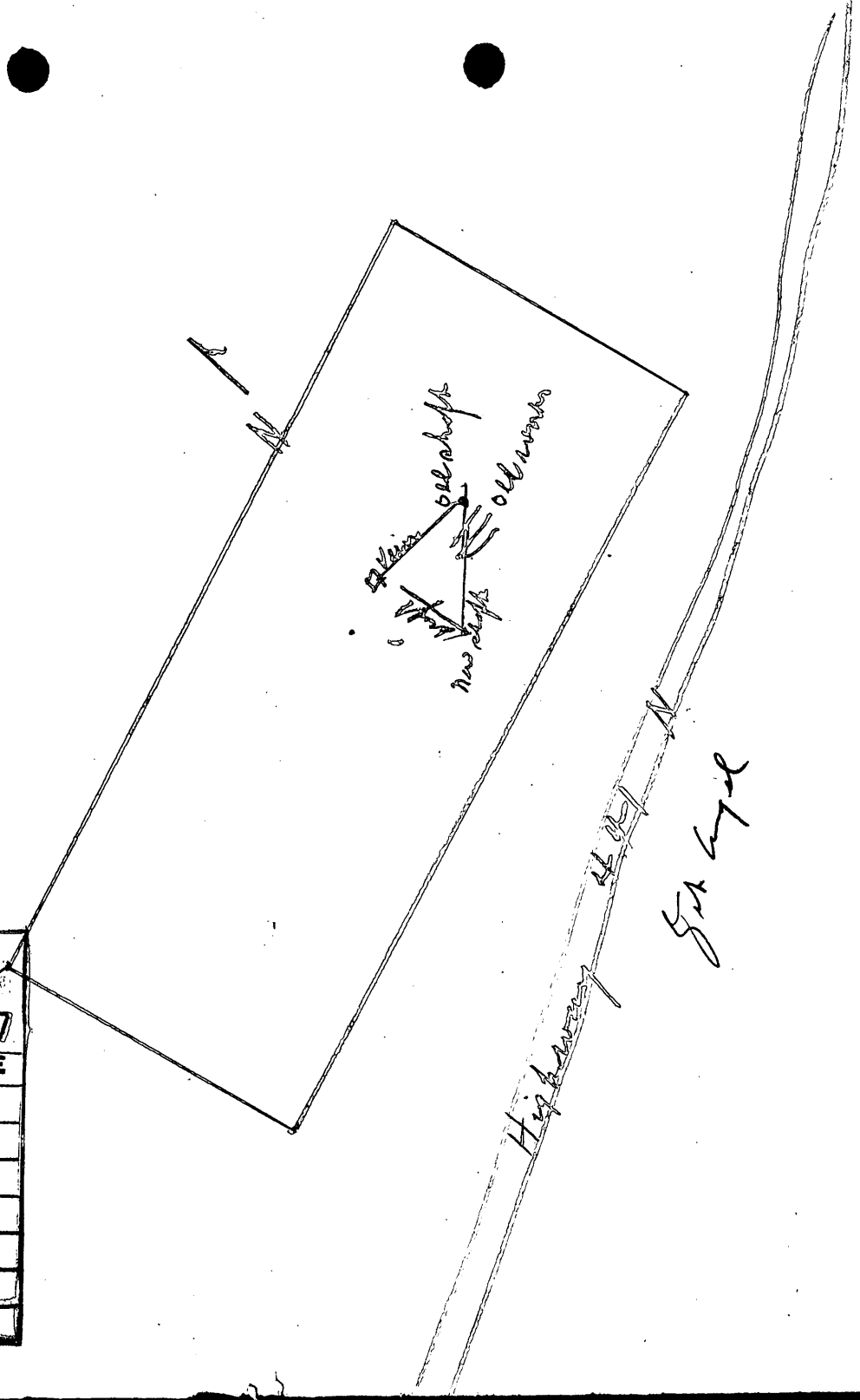
(E) EXPERIENCED LABOR, MATERIALS, SUPPLIES, EUQIPMENT, WATER AND POWER AVAILABLE IN AMPLE SUPPLY.

5 - (D) APPLICANT HAS HAD 40 YEARS EXPERIENCE IN EVERY PHASE OF THE MICA MINING INDUSTRY AND WILL PERSONALLY SUPERVISE THE CARRYING OUT OF THIS PROJECT.

6 - ESTIMATE OF COSTS:

SHAFT - 70' AT $50 PER FOOT -	$3500
DRIFT - 80' AT $35 PER FOOT -	2800
TOOL HOUSE - - - - - - - - - -	125
POWDER MAGAZINE - - - - - - -	50
CAP MAGAZINE - - - - - - - - -	35
TOTAL - - - -	$6510

7 - (B) BY SUPERVISION, PERSONAL LABOR AND PERSONALLY OWNED EQUIPMENT.



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RECEIVED APR 5 1957

DATE	INITIALS	CODE

SHEET TOTAL											

OFFICIAL FILE COPY
D M E A
RECEIVED APR 5 1954
DATE | INITIALS | CODE

STATE OF NORTH CAROLINA

COUNTY OF MACON

THIS INDENTURE OF LEASE made and ~~entered~~ into this the April-15-1954, by and between Bessie Johnson, a married woman living separate and apart from her husband, of the County of Macon and State of North Carolina, sometimes hereinafter referred to as the Lessor, and Zeb Angel of the County of Macon and State of North Carolina, sometimes hereinafter referred to as Lessee.

W I T N E S S E T H:

That for and in consideration of the sum of ONE DOLLAR ($1.00) by the Lessee paid unto the Lessor and the payment of the royalties hereinafter provided for and the keeping of the conditions hereinafter set forth, the above-named Lessor has let and leased unto the Lessee above named and unto his heirs and assigns for mining purposes only, the hereinafter described lands situated in the County of Macon and State of North Carolina, east of the town of Franklin, and on the North side of Highways Numbers 23 and 441 and bounded and more particularily described as follows:

> BEGINNING at a point 100 feet north of the center of the new shaft being sunk by the Lessee and runs thence west 250 feet to a stake; thence south 200 feet to a stake; thence east 500 feet to a stake; thence north 200 feet to a stake; thence west 250 feet to the point of beginning, including the right to follow the mica vein or veins on the hereinafter described premises so far as same may extend over and across the lands of the Lessor.

The term of this lease shall be for a period of five (5) years from this date upon option on the part of the Lessee to extend the same for an additional period of five (5) years thereafter upon compliance with the terms of this lease and upon the giving to Lessor or her heirs and assigns thirty (30) days written notice prior to the expiration of the initial five-year term of such desire and intention to renew.

It is agreed that the Lessee will pay unto the Lessor a royalty of one-eighty (1/8th) of the selling price for all mica mined, removed and sold by them from the hereinleased premises payable on or before

the 15th day of the month following actual sale of the same accompanied by duplicate bills of sale for said mica and will pay unto the Lessor for any other minerals mined by them therefrom the usual and customary royalties prevailing in said community and payable in the same manner as the mica royalties hereinabove provided for.

And for the consideration aforesaid, the above-named Bessie Johnson, as Lessor, does hereby grant to the above-named Lessee and his heirs and assigns all the usual and customary mining rights and Privileges in relation to the hereinleased premises including but not limited to the right to prospect, to make dumps, to sink shafts, to make cuts, tunnels, to build power lines, to install and remove machinery and equipment at will, to use existing roads and to construct such new roads as may be expedient.

And the above-mentioned Lessee does hereby covenant to and with the Lessor that he will conduct his mining operations hereunder vigorously and in the usual, approved and customary manner without resort to "Ground-hogging," and that he will on the expiration, or sooner terminiation of this lease, return the hereinleased premises to the Lessor with all cuts, tunnels and shafts reasonably clean slides, caveins and matters beyond their reasonable control excepted.

It is understood between all parties hereto that in the event that the Lessee does not conduct bona fide mining operations on the hereinleased prmises for any one period of sixty (60) days or more or fail to pay the royalties as hereinabove provided for within (15) days of the date when due that said Lessor may at her option cancel and terminate this lease and re-enter and repossess the hereinleased premises; but said Lessee and his heirs and assigns shall have sixty (60) days thereafter within which to remove his machinery and equipment therefrom upon payment of all royalties then due.

It is further agreed that the Lessee shall have the right and privilege to cancel and terminate this lease upon fifteen (15) days written notice to the Lessor.

IN WITNESS WHEREOF, the Lessor and the Lessee have hereunto set

their hands and affixed their seals as of the day and year first hereinabove written.

Bessie Johns (SEAL)
Lessor

Jet Engil (SEAL)
Lessee

STATE OF NORTH CAROLINA

COUNTY OF MACON

This day personally appeared before the undersigned Notary Public, duly commissioned and acting in and for the county and state aforesaid, one Bessie Johnson, a married woman living separate and apart from her husband; and Zeb Angel who each acknowledged the due execution of the foregoing instrument of lease for the purposes therein expressed.

WITNESS my hand and notarial seal this 1st day of April, 1956.

Ben L. Henry
Notary Public

My commission will expire: 10-20-57

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
7/5	Houk	600
7/5	Selfridge	130
		~~130~~
7/5	Nelson	130
	Absent	~~110~~
5	Mittendorf	100
		220

600

JUL - 5 1957

Mr. Zeb Angel

Franklin, North Carolina

Re: Docket No. DMEA-4717-~~Mica~~
Zeb Angel
Bessie Johnson (J.M.Lyle) Mine
Macon County, North Carolina

7/5 OWBishop (130)

Dear Mr. Angel:

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

LGHouk:gad 6/26/57
Copy to: Admr. R. File
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

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

OFFICIAL FILE COPY
DMEA
RECEIVED JUL 5 1957

	INITIALS	CODE
7/5	C	220
		600
July 3, 1957		

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA 4717 (mica)

Applicant: Zeb Angel

Name and Location of Property: Bessie Johnson Mine, Macon County, N. C.

Date of Field Team Report: 6/21/57

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 7/1/57

Field Team Recommendation: Recommend denial of application.

Comments:

1. This property was previously examined under DMEA-3311 (J. M. Lyle Mine).
2. Known mica-bearing pegmatite has been mined out.
3. Recent work consisting of 30 foot of shafting and 20 feet of drifting has failed to intercept any pegmatite.
4. Field examiners believe that there is little possibility of older-worked pegmatite extending to area of proposed exploration.

Recommendation:

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

W. F. Dietrich

W. F. Dietrich

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
3/5	Houk	600
		130
		220

600

June 28, 1957

Memorandum

To: Mr. C. O. Mittendorf, Administrator

From: L. G. Houk, Director of Nonmetallic Minerals Division

Subject: Evaluation of application and field examination report.
Docket No. DMEA-4717-Mica
Zeb Angel
Bessie Johnson (J. M. Lyle) Mine
Macon County, North Carolina

Denial of application is recommended.

Mica: Some small muscovite was observed in place.

Pegmatite: Very little is known of the exact size or shape of the pegmatite or pegmatites in the mine area except for the fact that extensive mining operations have been carried out in the past. None of the old workings are presently accessible except for a short crosscut which was driven southeast from the 35 ft. level of the old north shaft. DMEA-3311 is the same mine and was denied June 22, 1954. Pegmatite to the northeast has been well mined out. No pegmatite intercepted in about 20 feet driven to the southeast. The one steep dipping pegmatite observed in place was a medium grained mixture of soft kaolinized plagioclase, very minor interstitial quartz and small muscovite. Conclusions reached by previous and the present examiners is that any productive pegmatite that might have been present has long since been removed.

Workings: Since the last examination, a shaft was sunk approximately 30 feet southwest of the old south shaft to an undetermined depth. About 5 feet of water standing in bottom at time of examination. A crosscut was driven from the 46 ft. level by present applicant 75 ' to NW and because of water this crosscut was not examined but reportedly no pegmatite of any kind was intercepted. The old north shaft was open with water standing to the 51 foot level. Although a considerable thickness of pegmatite was mapped, one branch of the crosscut had no strike continuity. Recent bulldozing has been done in NW - SE trending cut in the NW corner of the mine area to pick up the pegmatite but there were no exposures found.

Past Production: There has been considerable past production but the exact poundage is not known.

8623

Applicant's Proposal:

Sink 70 ft. shaft @ $50.00/ft.	$3,500.00
Drive 80 ft. drift @ $35.00/ft.	2,800.00
Toolhouse, powder and cap magazine	210.00
	$6,510.00

Comments: This is the same mine that was previously examined and denied under DMEA-3311, Zeb Angel, June 22, 1954. From old reports pegmatite to the northeast has pretty well been mined out. Recent crosscut driven by the applicant has eliminated the possibility of extension in that direction.

Recommendations: The Field Team recommends denial of the application because they believe there is little or no productive pegmatite left to explore. The Division of Nonmetallic Minerals concurs in the Field Team's recommendation as do the Commodity Members of the Bureau of Mines and the Geological Survey.

LGHouk:rsi 6/28/57
Copy to Admr. R. File
Mr. Houk

IN REPLY REFER TO:

OFFICIAL FILE COPY
DMEA 28
RECEIVED JUN 28

DATE	INITIALS	CODE
6/28	C	220
		600

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

June 27, 1957
Re: DMEA 4717
Zeb Angel
Bessie Johnson Mine
Macon County, N. C.
$6,510 - 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 applicant requested assistance in sinking a shaft and drifting in a pegmatite, to explore which several shafts have already been sunk. Two shafts were reported open.

The property was the subject of DMEA application 3311, as the J. M. Lyle Mine. The application was denied, as in the opinion of the examiners, the productive pegmatite that might have been present had long since been mined out.

Work has been done since the examination under 3311 was made, but the outlook has been worsened rather than bettered inasmuch as crosscuts across the projected southwest strike extension are reported to be barren of pegmatite. Of the possible northeast extension, probably less is known, but old workings are presumed to have explored and perhaps mined out any extension in that direction.

Therefore, the examiners and the Field Team recommend that the application be denied. I concur with the recommendation.

N. E. Nelson

N. E. Nelson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 18 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

WASHINGTON 25, D.C.

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 24 1957

DATE	INITIALS	CODE
6/24	C	220
		130
7/1	C	220
		600

June 21, 1957

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V - Knoxville, Tenn.

Subject: Examination Report on DMEA-4717-mica.
Bessie Johnson (J.M.Lyle)Mine, Macon County, N.C.

Transmitted are the original and three copies of the subject report. The Field Team concurs with the Field Examiners that this application be denied.

Robert A. Laurence

Robert A. Laurence
Executive Officer, DMEA
Region V

V. J. Lynch

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

Orig - Site Exam Rept

Reviewed by
DMEA OPERATING COMMITTEE
6-28-57
(date)

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 24 1957

DATE	INITIALS	CODE
		130 ~~JB~~
		220

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD EXAMINATION REPORT
REGION V

DMEA-4717, BESSIE JOHNSON MINE-Mica

Macon County, N. C.

Reviewed by
DMEA OPERATING [illegible]
6-28-57
(date)

By

S. C. Bergman and E. L. Boudette, Geologists
U S. Geological Survey

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

FIELD EXAMINATION REPORT

DMEA-4717, BESSIE JOHNSON MINE - Mica
(J. M. Lyle Mine)

Applicant: Zeb Angel, Franklin, North Carolina

Summary

The Bessie Johnson Mine is the same mine that was previously examined and denied under DMEA-3311 (J. M. Lyle Mine). From old reports, pegmatite to the northeast has pretty well been mined out. Recent crosscut driven by the applicant and others across the southwest end of the area, has for all practical purposes, eliminated the possibility of pegmatite extending in that direction (see map). The Examiners believe that there is little or no productive pegmatite left to explore and recommend that the application be denied.

INTRODUCTION

Location

The Bessie Johnson (J. M. Lyle)Mine is located 70 to 120-feet northwest of U.S. Routes 23 and 441, 1.4 airline miles N 45° E of the center of Franklin, Macon County, North Carolina. The area is a gently southeast sloping hillside moderately wooded and immediately adjacent to the highway fill. The area is located near the middle of the western edge of the Corbin Knob, N. C. Quadrangle (167 NE) USGS-TVA-Ed.1947 (1:24,000).

Examination

An examination was conducted over a period of 1 1/2 hours May 3, 1957. The Examiners were accompanied by Mr. Zeb Angel, the applicant. Since the last examination, a shaft was sunk approximately 30 feet southwest of the old south shaft (unpublished USGS report, Heinrich, December 1944), to an undetermined depth by Blalock and Sparks in 1956. About 20 ft of crosscut was reportedly driven to the southeast with no pegmatite intercepted. At the time of examination the shaft was plumbed to a depth of 46 ft, with about

five feet of water standing in the bottom. A crosscut was driven from the 46 ft level by the present Applicant, about 75 ft to the northwest. Because of water, this crosscut was not examined, but reportedly, no pegmatite of any kind was intercepted. The old north shaft, (unpublished USGS report, Heinrich, Dec. 1944) was open and plumbed to a depth of 64 ft, with water standing to the 51 ft level. A crosscut driven to the southwest from the 35 ft level was mapped by the Examiners (see map). Although a considerable thickness of pegmatite was mapped in one branch of the crosscut its strike continuity was found to be lacking in an adjacent branch (see map). In addition to the crosscut work, the Applicant or others bulldozed a northwest-southeast trending cut in the northwest corner of the mine area (see map) in an attempt to pick up surface expressions of the pegmatite. No exposures of any kind were seen in this trench. An antiquated hoist and compressor are the only equipment present at the site.

GEOLOGY

Very little is known of the exact size or shape of the pegmatite or pegmatites in the mine area except for the fact that extensive mining operations have been carried out in the past. None of the old workings are presently accessible except for a short crosscut which was driven southeast from the 35 ft level of the Old North shaft. From reported and observed relationships, there may be more than one structure, thick, steeply northwest dipping, and arranged en-echelon with little strike length continuity. The combined northwest and southeast crosscut work from the Blalock-

Sparks shaft pretty well eliminates the possibility of any continuity towards the southwest. The structures appear to be discordantly emplaced in feldspathic, garnetiferous biotite gneiss which strikes roughly N25°E and dips 40-60°SE. The one observed pegmatite contact in the North Shaft crosscut strikes roughly N80°E and dips steeply to the northwest. The one exposure of pegmatite observed in place, was a medium grained mixture of soft kaolinized plagioclase, very minor interstital quartz and small muscovite. The structure in the crosscut is at least 10 ft thick in a direction normal to the strike of the observed contact, no footwall contact having been cut.

CONCLUSIONS AND RECOMMENDATIONS

The general conclusions reached by previous and the present Examiners is that any productive pegmatite that might have been present has long since been removed. The presence of at least 115 feet of crosscut across the southwest end of the area with no pegmatite intercepted is fairly conclusive evidence that the strike length continuity of the zone is weak. There is no evidence to indicate that conditions are any more favorable at the northeast end of the area. The Examiners recommend that the application be redenied for the above reasons.

S. C. Bergman and E. L. Boudette
Geologists, USGS

and

L. E. Shirley, Mining Engineer
Bureau of Mines

June 20, 1956

z

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
4/17	Houk	600
4/18	Selfridge	130
4/19	[illegible]	110
"	[illegible]	100
4/22	C	220
"		600

600

APR 19 1957

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

Re: Docket No. DMEA-4717-Mica
Zeb Angel ?
Bessie Johnson Mine
Macon 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 April 9 and 15, 1957, by Mr. N. E. Nelson, USGS, and Mr. Donald R. Irving, USBM, respectively, relating to the project are enclosed. There is also enclosed a copy of the application for the use of the Field Team.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (JHB)

Approved:

Frank D. Lamb (JHB)
Member, Bureau of Mines

Thor H. Kiilsgaard (JHB)
Member, Geological Survey

Enclosures 5

LGHouk:gad 4/17/57
Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Irving, 3061
Mr. Houk

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
4/17	Houk	600
4/19	Selbridge	130
"	Johnson	110
"	Mittendorf	100
		220

600

APR 19 1957

Mr. Zeb Angel

Franklin, North Carolina

Re: Docket No. DMEA-4717-Mica
Zeb Angel
Bessie Johnson Mine
Macon County, North Carolina

Land
Kiilsgaard

Dear Mr. Angel:

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 (fw)

Administrator

LGHouk:gad 4/17/57
Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Field Team, Region V
Mr. Houk

8623

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

OFFICIAL FILE COPY
DMEA
RECEIVED APR 15 1957

DATE	INITIALS	CODE
4/16	C	220
4/16	K	600
~~April 15, 1957~~		

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Donald R. Irving, Acting Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4717 (mica)

Applicant: Zeb Angel

Name and Location of Property: Bessie Johnson Mine, Macon County, North Carolina

Date Application Rec'd. by Br. of Ceramic and Fertilizer Materials: April 5, 1957

Comments:

1. Application for assistance was denied on this property, because of water and heavy ground problems, under DMEA-3311.

2. Mica on dump in past was of strategic quality.

3. Applicant has done additional work since property was examined in 1954.

4. If the water problem can be solved at this mine DMEA assistance may be warranted.

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.

Donald R. Irving

Donald R. Irving

IN REPLY REFER TO:

OFFICIAL FILE COPY
DMEA
RECEIVED APR 10 1957

DATE	INITIALS	CODE
4/10	JWG	220
		600

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

April 9, 1957
Re: DMEA 4717
Zeb Angel
Bessie Johnson Mine
Mason County, N. C.
$6,510 - Mica

Memorandum

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

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

Subject: Review of application

The applicant requests assistance in sinking another shaft and drifting on a pegmatite, to explore which several shafts have already been sunk. Two shafts are open.

What production was obtained, this application does not say, but application DMEA 3311, says block mica was produced by the applicant in 1914. No maps accompany the applications or the Field Team Report, and it is not possible from the descriptions to spot the shafts and make a guess as to whether another shaft might show something new and escape water troubles.

The shaft recently sunk by the applicant, and the gopher hole from it, failed to reach the pegmatite.

If the 'old' shaft of the applicant and the 'north' shaft of the examiners are one and the same, a pegmatite approximately 10 feet wide is now to be seen in it, according to the present application, whereas in 1954, the 'north' shaft was partially full of water.

Referral of the application to the Field Team is recommended.

N. E. Nelson

N. E. Nelson

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration
Washington 25, D. C.

April 5, 1957

Mr. Zeb Angel,
Franklin, North Carolina.

Subject: DMEA 4717
Re: Exploration Assistance

Dear Mr. Angel:

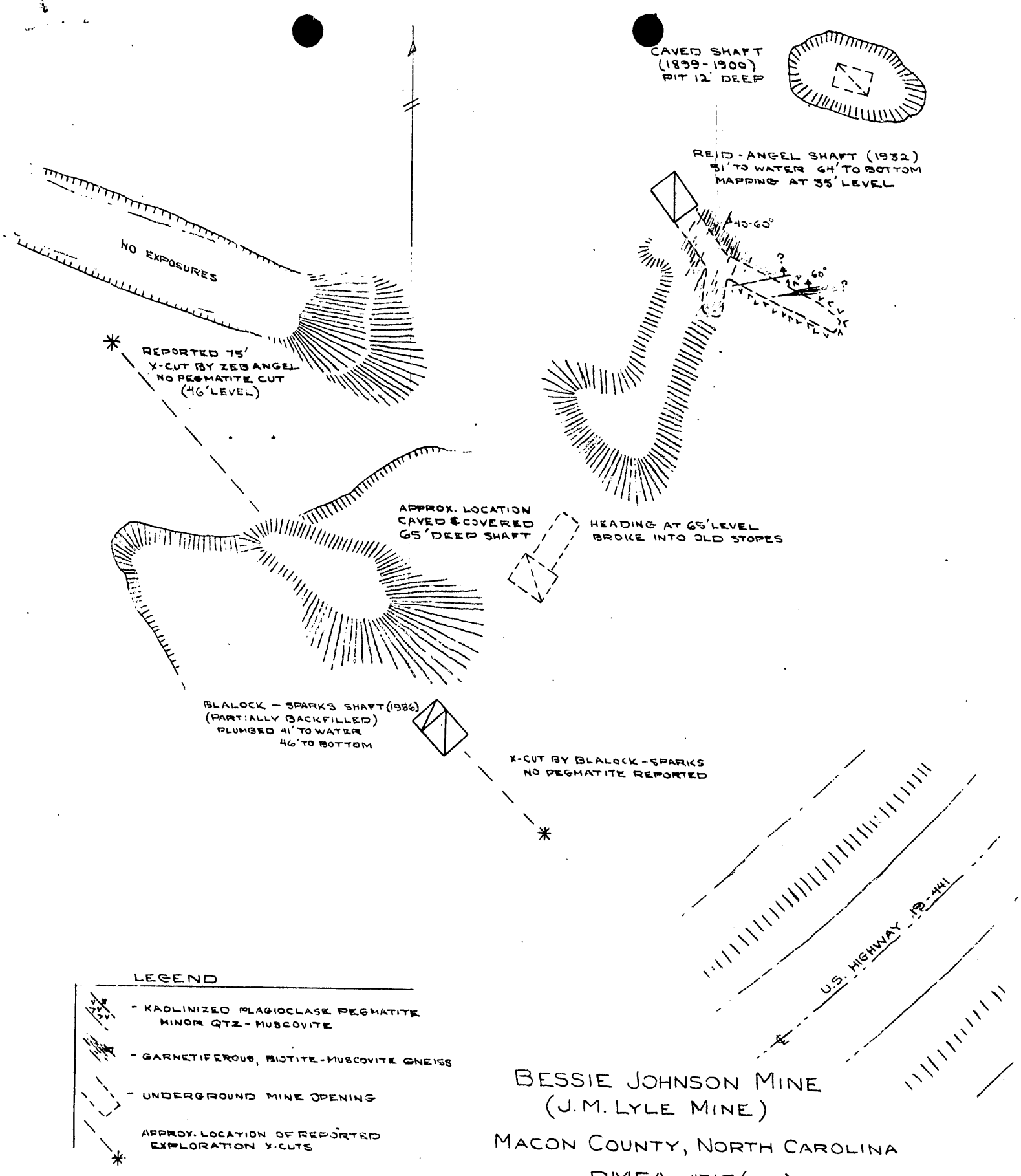
Your application for exploration assistance, dated April 2, 1957, submitted to our office at Knoxville, Tennessee, has been assigned Docket Number DMEA 4717 and referred to the Nonmetallic Minerals Division in the Washington office. Kindly identify all future correspondence relating to your application by this Docket Number.

Sincerely yours,

Allen S. Dakan, Chief
Operations Control and
Statistics Division

Copy to: Region V.

3571



BESSIE JOHNSON MINE
(J. M. LYLE MINE)

MACON COUNTY, NORTH CAROLINA

DMEA-4717 (MICA)

SCALE: 1" = 20'

SCB 5/57

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DATE	INITIALS	CODE