

MINING LEASE.

This Indenture made the min fourth
 day of November, 1897, Between John Bowron
 Gold Commissioner, and acting on behalf of Her

Majesty the Queen, hereinafter called "the said lessor," of the one part, and
Sir W. Van Horn G.M.C. 71769

of Cariboo
 who with his heirs, executors and administrators (or successors) are hereinafter called
 the "said lessee" of the other part.

WHEREAS, there is a large extent of abandoned Mining Ground at

Horsely

and such ground cannot be worked effectually without a very large expenditure of money.

AND WHEREAS it is requisite that any person or persons making such expenditure should be entitled to take advantage thereof by having secured to him or them the exclusive right of extracting, for his or their own benefit, the precious metals contained in the ground rendered workable by such outlay; and whereas the said lessee has applied for a lease for mining purposes of the said land hereinafter more particularly described and specified, and the Government has agreed to grant a lease to the said lessee upon the terms, covenants, conditions and agreements hereinafter contained.

NOW THIS INDENTURE WITNESSETH that in pursuance of such agreement, and in consideration of the rents, covenants, conditions, and stipulations hereinafter contained, and by the said lessee and his assigns to be respectively paid, observed and performed, the said lessor as such Gold Commissioner acting under the "Placer Mining Act, 1891," and other the Mineral Laws of the Province for the time being, and also acting on behalf of Her Majesty as aforesaid, and so far as the Crown hath power to make this demise, but not further or otherwise, doth hereby demise and lease unto the said lessee and his assigns, all that,
certain piece of mining ground situated at Horsely and
described as follows:—Commencing at the SW. corner of the
"Leopard" claim N. 47° 3' then S 38° E 2640 feet then S. 52° W.
1320 feet then N. 38° W. 2640 feet then S. 52° E. 1320 feet to
point of commencement as shown on plan attached
hereto, to be known as the "Moagie"

With full liberty to take the said precious metals from the said demised premises, subject however, to all claims now subsisting upon the said piece or tract of land or mining ground, or in respect of the same for pre-emption or otherwise, under the land laws of this Province; except and always reserved out of this demise all such mining claims (if any) situate in whole

or in part within the tract hereby secured as are legally held and represented by free miners on the day of the date of these presents ; except and also reserved the right of free miners to enter on the said premises and mine for veins and lodes, as defined by the "Mineral Act, 1891;" except and also reserved all rights of way and water, and all roads, ways, bridges, drains, and all other public works and improvements now existing, or which may hereafter be made in, upon, or under any part of the said premises, and the power to enter and make the same.

To hold the said premises hereby demised, subject as aforesaid, unto and to the use of the said lessee and *his* assigns for the term of *twenty* years from the date of these presents, yielding and paying therefor during the said term the yearly rent of *fifty* dollars, payable yearly in advance to the person acting as Gold Commissioner of the *Cariboo* District for the time being, the first year's rent to be paid on the execution of these presents, and afterwards at a corresponding period every year without any deduction whatsoever.

And the said lessee do *he* hereby, for *himself* and *his* assigns, covenant with the said lessor, as such Gold Commissioner as aforesaid, and his successors in the office of Gold Commissioner, that *he* the said lessee or *his* assigns will pay the aforesaid rent upon the several days and in manner hereinbefore appointed for the payment thereof, without any deduction whatsoever, and that *he* will not damage or obstruct any public ways, or rights of way or water, drains, works or improvements now or hereafter to be made upon, in or under the said premises, and that *he* will substantially bridge or cover and protect all their cuts, flumes, ditches and sluices, and all pits or dangerous places at all points where they may be crossed by any public highway or frequented paths or trails, to the satisfaction of the Gold Commissioner of the District, and shall and will observe, make and keep all and singular the provisions, payments, conditions and stipulations of the said "Placer Mining Act, 1891," and other the laws for the time being in force in the Province relating to mining, and that *he* will, and these presents are upon the express condition that *he* shall and will, continually during the continuance of the term hereby granted, save where prevented by stress of weather or unavoidable accident, or by permission of the Gold Commissioner of the District, represent and in a thoroughly miner-like and effectual manner work with such force of able-bodied miners as may be advisable, taking into consideration the work in progress, during all working hours, and by the best and most approved means work and mine for the precious metals and minerals in, upon, and under all and singular the premises hereby demised, or intended so to be, and shall and will expend on the premises hereby demised, or in such manner as shall conduce to the development of the same, a sum of *Two thousand* dollars at least each and every year during the continuance of the said term.

And that *he* will permit and allow the Gold Commissioner of the District, and any person or persons authorized by him, during the said term to remain and reside upon the premises hereby demised either for the whole term hereby granted or for such period as to him or them shall seem expedient, or to enter upon the same premises from time to time for the purpose of viewing the workings and watching the progress of the work, and will permit him or them to survey, deal and examine the state and condition thereof, and to ascertain the quantity of work done, and material, precious metals and minerals got out of or gained from the premises hereby demised, and to ascertain whether the said lessee or *his* assigns are working the premises in accordance with the covenants, conditions and agreements herein contained, and for those purposes, or any of them, will permit the Gold Commissioner of the District, and any person or persons authorized by him as aforesaid, to descend all pits and shafts, to use all engines, machinery, ropes, tackle and other things belonging to the said lessee, or to *his* assigns, as he or they shall deem necessary or expedient, without making any compensation for the same, and will also give and allow him or them liberty of free ingress and egress to, out, and over all buildings, erections and vessels used by the said lessee or *his* assigns, in connection with the workings: Provided, always, that the said lessee shall not assign or

sub-let the whole or any of the premises hereby demised without the written licence of the Gold Commissioner of the District first had and obtained: Provided, always, and these presents are upon this express condition, that if the said lessee and *his* assigns shall fail to pay the rent hereinbefore reserved, on the respective days and in manner hereinbefore appointed for the payment of the same respectively, or if default shall be made in the observance or performance of all or any part of the covenants, conditions and agreements herein contained, then this demise shall become forfeited and these presents and the term hereby granted shall absolutely cease and determine and be void, and it shall be lawful for the Gold Commissioner of the District immediately thereupon to re-enter into and upon the same premises without making any compensation to the said lessee or *his* assigns for work done or improvements on the said premises.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, and delivered by
the within named Gold Commissioner

John Brown in the
presence of

Hugh Cochran

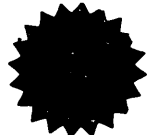
John Brown
Gold Commissioner

Signed, sealed, and delivered to
the within named

Sir W. Van Horn in the
presence of

Ernest Alexander

W. C. Van Horn



John Brown

No 474

Hydraulic Press
Horse fly

John Brown
to

Sir W. Van Horn

19th Nov 1897

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PROPERTY FILE

