

## MINING LEASE.

This Indenture made the *twenty ninth*  
 day of *January*, 18*90*, Between *John*  
*Bowron* Gold Commissioner, and acting on behalf of Her  
 Majesty the Queen, hereinafter called "the said lessor," of the one part, and

*A. H. Brady,* License No. *56160*  
*and Harry Jones,* License No. *44914*

of *Cariboo British Columbia*  
 who with *their* 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 *Lightning Creek*  
 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 lessees *have* 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 lessees and *their* 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 other-  
 wise, doth hereby demise and lease unto the said lessees and *their* assigns,

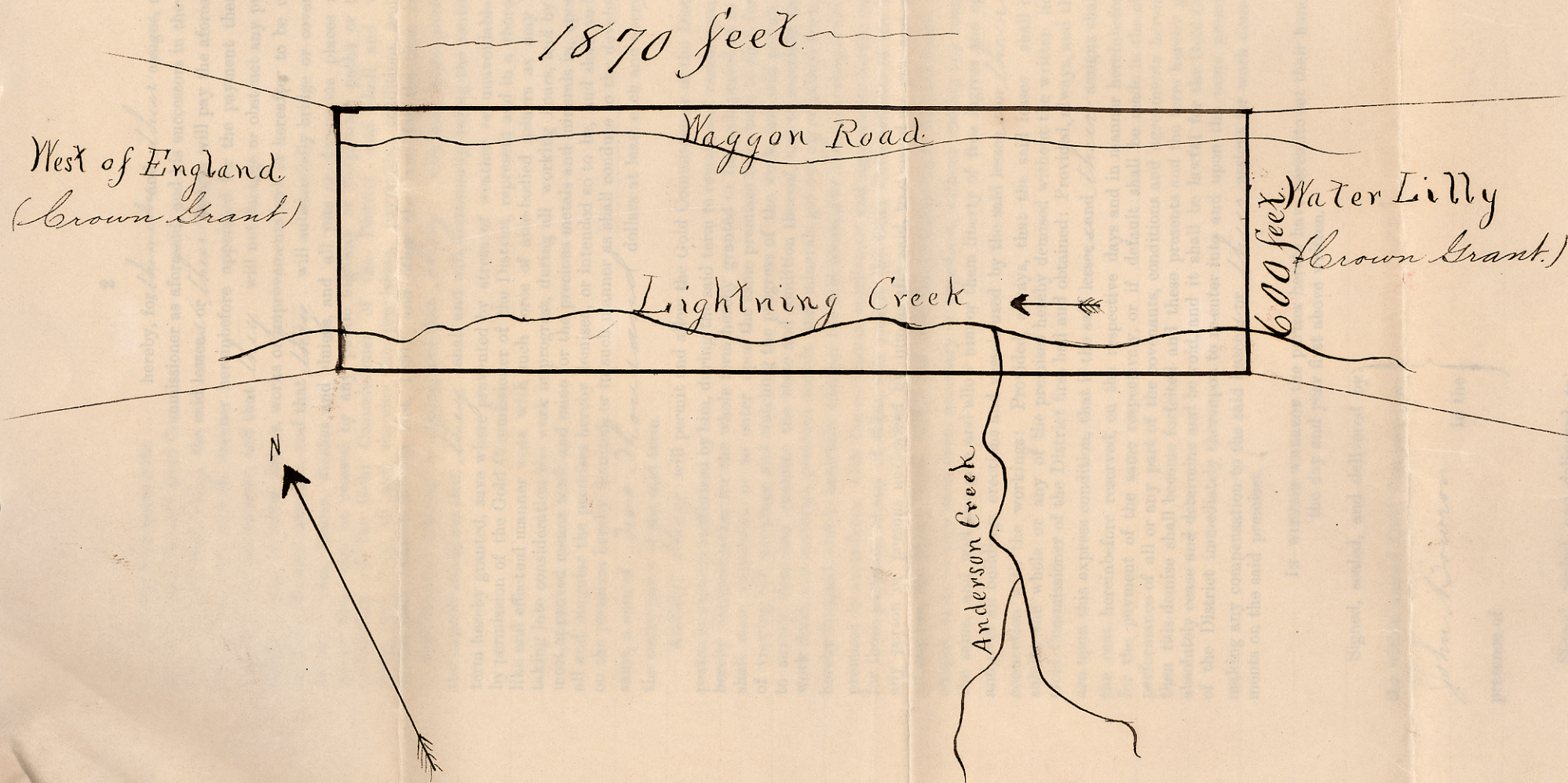
*All that certain piece or portion of mining*  
*ground situated on Lightning between*  
*the "West of England" and "Water Lilly" Claims,*  
*which are held by Crown Grant, being in*  
*length 1870 feet more or less, and six hun-*  
*dred feet in width, being the ground for-*  
*merly held by and known as the "Elven*  
*of England" Company, now to be known*  
*as the "Elven" Company.*

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 lessees and *their* assigns for the term of *ten* years from the  
 date of these presents, yielding and paying therefor during the said term the yearly rent of  
*Twenty five* 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 cor-  
 responding period every year without any deduction whatsoever:

PROPERTY FILE  
 93H081-07

Eleven of England claim Lightning Creek.  
Lease applied for by Harry Jones & A. H. Budy.



the within named *A. H. Budy*  
and *Harry Jones*  
in the  
presence of *W. L. Budy.*

*Harry Jones*

*A. H. Budy*

And the said lessee ~~do~~ hereby, for ~~themselves~~ and ~~their~~ assigns, covenant with the said lessor, as such Gold Commissioner as aforesaid, and his successors in the office of Gold Commissioner, that ~~they~~ the said lessee ~~s~~ or ~~their~~ 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 ~~they~~ 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 ~~they~~ 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 ~~they~~ will, and these presents are upon the express condition that ~~they~~ 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 ~~they~~ 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 ~~s~~ or ~~their~~ 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 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 ~~s~~ or ~~their~~ 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 ~~s~~ and ~~their~~ 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 ~~s~~ or ~~their~~ 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 Bowron* in the  
presence of

Signed, sealed, and delivered to  
the within named *A. H. Rudy*  
and *Harry Jones* in the  
presence of *A. L. Rudy*

*Harry Jones*  
*A. H. Rudy*



To

11 of England &  
Maining Han  
Lighthouse Ch

J. Brown & Co

to  
Bridg & Co

date 29<sup>th</sup> Jan'y 195

RECEIVED  
Provincial - Secretary's  
Office  
7, MARCH, 1895.