



## CHAPTER 50.

### An Act Respecting the Consolidation of the Leases held by the Cariboo Gold Mining Company.

[25th April, 1907.]

**W**HEREAS a Petition has been presented praying for an Act confirming the Cariboo Gold Mining Company in its property, rights, privileges, easements and powers, consolidating the several placer mining leases and other property now held by it into one, with a more lasting and secure title than it now has, upon such terms as may seem just, and declaring that the water privileges and all other rights and easements now held by it may be held and enjoyed as appurtenant to the whole, or any and every part of its property as it may desire:

And whereas it is expedient to grant the prayer of the said petition:

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:—

**1.** This Act may be cited as the “Cariboo Gold Mining Company’s Short title. Act, 1907.”

**2.** It shall be lawful for the Lieutenant-Governor in Council to Lease. demise to the Company and its assigns, in one lease for a term of twenty years, the several lands, tenements and hereditaments now held by the Company by the several leases, more particularly set forth and described in Schedule A hereto, with power to mine, win, get, work, extract, remove and retain for its own use all mines and minerals including the precious metals therein contained, at an annual rent equal to the rent now paid for the whole of the said several leases.

## Renewal.

**3.** The Company shall be entitled upon the expiration of the term of the said lease granted pursuant to this Act, unless before that time the said lease shall have been determined under any forfeiture clause, to a renewal or further lease thereof for the further term of twenty years, computed from the expiration of the term created by such first mentioned lease, at the same rent and with and subject to the like provisions as are hereby authorised with respect to or are contained in the said first mentioned lease including this right to renewal.

## Effect and form.

**4.** The lease shall be to the effect and in the form contained in the Schedule B hereto.

## Surface use.

**5.** The Company, its successors or assigns, during the continuance of the term or terms for which it now holds or shall hereafter hold the said properties, shall have and may enjoy the exclusive use and possession of the surface thereof respectively, subject to such rights of way, if any, as may be established by the Government over the same, and subject to the powers of the Gold Commissioner under Part IX. of the Placer Mining Act.

## Water privileges.

**6.** The water privileges now held by or hereafter acquired by the Company, shall be held as appurtenant to the hereditaments hereby authorised to be demised, and may be used for any and every purpose connected with the Company's undertaking.

## General rights.

**7.** All the rights, privileges, easements and appurtenances contained in the several leases shall be included in the lease hereby authorised, and in so far as they can or may be made useful or advantageous to the Company in any other portion of the hereditaments hereby authorised to be demised they may be so used and shall be held as appurtenant to the whole or any part of the hereditaments hereby authorised to be demised.

## SCHEDULE A.

Schedule A.

No. of Lease on Register.	Date.
62 .....	16th May, 1894.
255A .....	3rd March, 1896.
84 .....	17th January, 1895.
84A .....	17th January, 1895.
337 .....	31st October, 1896.
480 .....	26th November, 1897.
481 .....	1st December, 1897.
482 .....	1st December, 1897.
483 .....	1st December, 1897.
500 .....	6th December, 1897.
501 .....	6th December, 1897.
502 .....	6th December, 1897.
503 .....	8th December, 1897.
505 } 506 } 507 } 508 } 509 } 510 } 511 }	
512 } .....	20th December, 1897.
513 } 514 } 515 } 516 } 517 } 518 } 519 }	
792 .....	20th June, 1900.
891 .....	5th May, 1902.
859 .....	14th February, 1902.

## SCHEDULE B.

Schedule B.

THIS INDENTURE, made this            day of            , A. D., 190    , between the Honourable            , Minister of Mines for the Province of British Columbia, acting herein for his Honour the Lieutenant-Governor in Council on behalf of His Majesty the King, pursuant to an Order in Council dated the            day of            , A. D. 190    , hereinafter called the Lessor of the one part, and the Cariboo Gold Mining Company, hereinafter called the Lessee, of the other part;

Whereas, by an Act of the Legislative Assembly of the Province of British Columbia passed on the            day of            , A. D. 1907, intituled "An Act respecting the Consolidation of the Leases held by the Cariboo Gold Mining Company," His Honour the Lieutenant-Governor in Council was authorised to demise to the Lessee the hereditaments in Schedule A to the said Act mentioned.

Now this Indenture witnesseth that, in consideration of the rents, covenants, conditions and stipulations hereinafter contained and by the Lessee and its assigns to be respectively paid, observed, and performed, the Lessor (acting on behalf of His Majesty as aforesaid) and so far as the Crown hath power to make this demise and lease, but no further or otherwise, doth hereby demise and lease unto the Lessee and its assigns, all those certain pieces or parcels of ground situate on the south side of the South Fork and the south side of the Quesnel River, in the District of Cariboo, and more particularly described in the Schedule and plan hereto annexed. With full liberty to take from the premises hereby demised and retain for its own use all mines and minerals therein contained, including the precious metals, 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, and the right of free miners to enter on the said premises and mine for veins and lodes as defined by the "Mineral Act," excepting and always reserving 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; excepting and also reserving 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, and subject as aforesaid, unto and to the use of the Lessee and its assigns for the term of twenty years from the date of these presents, at an annual rent of nineteen hundred and seventy-five dollars, payable yearly 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 Lessee doth hereby, for itself and its assigns, covenant with the Lessor that the Lessee, or its assigns, will pay the aforesaid rent upon the several days, and in the manner hereinbefore appointed for the payment thereof, without any deduction whatsoever, and that it will not damage or obstruct any public ways or drains, works or improvements, now or hereafter to be made upon or under the said premises, and that it 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 will in each and every year for the term hereby created, expend upon the said hereditaments, or some part thereof, in the working and development of the property, the sum of thirty-seven thousand dollars, and will not employ a Chinese, Hindu or Japanese person in or about or on the property demised, or any part thereof, or on the work in connection therewith: Provided, however, that labourers other than Chinese or Japanese shall be at all times readily available for doing the work required by and carrying on the business and undertaking of the Lessee: Provided, always, that the Lessee shall not assign or sub-let the whole or any part of the premises hereby demised without the written

licence of the Gold Commissioner of the District first had and obtained : Provided, always, that the Company may in each and every year do and perform on any one or more part or parts of the hereditaments hereby demised, all the work necessary or required by the several leases hereby consolidated : Provided, further, that the aggregate sum expended in or upon the hereditaments hereby demised, or in necessary works, machinery and supplies for the purpose of working the same in a miner-like manner and with the best and most modern appliances in excess of the total sum required by the said several leases to be expended annually, shall enure to the benefit of the Lessee in arriving at the sum required by the several leases to be expended, and may be apportioned yearly until exhausted, and so from time to time as such excess expenditure may be made : Provided, always, and these presents are upon this express condition, that if the Lessee and its assigns shall fail to pay the rent hereinbefore reserved, on the respective days and in manner hereinbefore appointed for payment of the same respectively, or if default shall be made by the Lessee in the performance of all or any portion of the covenants, conditions and agreements herein contained, and by the Lessee to be performed, then it shall be lawful for the Gold Commissioner, after twenty days' notice, for rent or (as to the other provisions hereof) after continuance of default for twenty days after notice, to re-enter into and upon the same premises without making any compensation to the said Lessee or its assigns for work done or improvements upon the said premises : Provided, always, that if the said Lessee or its assigns shall cease for the space of two years to carry on mining operations upon such premises or to do any work which shall conduce to the facility of carrying on such mining operations as aforesaid, or shall completely abandon the said premises for a space of one year, then this demise shall become absolutely forfeited, and these presents and the terms hereby created, and all rights, privileges and authorities hereby granted and conferred or intended so to be, shall, ipso facto, at the expiration of the times aforesaid, cease and be void as if these presents had not been made.

And this Indenture lastly witnesseth, and it is hereby covenanted and agreed by and between the parties hereto, that the Lessee and its assigns shall be entitled, before the expiration of the term hereby created, to a renewal of this demise and all other the rights, privileges, and appurtenances hereby granted for a further period of twenty years, such renewal to be dated and to take effect as from the last day but three of the present term, such renewed lease and grant to be upon the same conditions as herein contained, including the right of renewal.

In witness whereof the said Minister of Mines has hereunto set his hand and seal, and the said Lessee has hereunto affixed its corporate seal, as witness the hands of its President and Secretary.

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VICTORIA, B. C.

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