

State of Washington vs. Washington G. & C. Co. v. D.C.

Grant

This 1st indenture, made this 17th, day of July, A.D. One Thousand Nine Hundred and Five, by and between the State of Washington, Party of the First Part, and the Washington Gold and Copper Mining Company, Party of the Second Part:

Witnesseth, That the Party of the First Part, in consideration of the payment by the Party of the Second Part to the Party of the First Part on the 15th day of each calendar month for the full term of this lease of an amount which shall be equivalent to five per cent. of the value of the gross output of valuable minerals or precious metals mined upon and removed from the premises hereinafter described, consisting of gold, silver, copper lead, cinnabar or other valuable minerals, except coal, which said monthly payments are to be made by the Party of the Second Part to the Commissioners of Public Lands of the State of Washington and to be accompanied by a written statement representing in detail the gross output of ore, the minerals extracted therefrom and the sales or other disposition thereof for the calendar month next preceding such payment; the party of the second part hereby agreeing that the Commissioners of Public Lands for the State of Washington or any agent appointed by him for that purpose shall have the right of access at any and all times to enter and examine all shafts, tunnels and other mining works upon said land and to inspect the books, papers and accounts of the said party of the Second Part; the party of the second part hereby further agreeing that all carriers employed for the taking, carrying or transportation of any and all ores, precious metals or minerals constituting the output of said mine or mines worked or operated upon said land are hereby authorized and required upon demand by the said Commissioners of Public Lands or his authorized agent to furnish the said Commissioners or his agent with duplicates of all shipping bills, way bills together with full and complete statements of all ores, precious metals or minerals of any and every character taken or carried from said land; and, in further consideration of the covenants and conditions herein contained to be kept and performed by the Party of the Second Part, does hereby contract, lease and demise to the Party of the Second Part, for the term of Thirty (30) years from and after the 17th, day of July, A.P. One

Thousand five hundred and five, the following described land situated in Bald Mountain Mining District on Skirt Creek, a tributary of the less Blue Bird Creek, a tributary of the Wood River in the County of Shoshone in the State of Washington, namely:

The South one-half (S. 1/2) of the South west one-quarter (S. W. 1/4) of Section Twenty-one (14), Township Three (3)

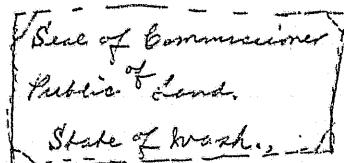
North, of Range Five (5) East N. N. and containing eighty (80) acres more or less;

which premises are leased to the Party of the Second Part for the purpose of exposing for; mining, taking out and removing there from the merchantable, shipping ore containing copper, silver, gold, and other minerals which hereafter may be found on, in or under said land, together with the right to construct all buildings, make all excavation, openings, ditches, drains, railroads, wagon roads, smelters, and other improvements upon said premises, which ore or may become necessary or suitable for the mining or removal of ore containing copper lead, silver, gold or other minerals from said premises, with the right during the existence of this lease, to cut and use the timber found upon said premises for fuel, and so far as may be necessary for the construction of buildings required in operation of any mine or mines, on the premises hereby leased, as also the timber necessary for drains, tram-ways, and supports for such mine or mines! Provided, however, that the Party of the Second Part have the right at any time to terminate this agreement in so far as it requires the Party of the Second Part to mine ore on said lands or to pay a royalty therefore, by giving written notice to the Party of the First Party, which shall be served by leaving the same with the Commissioner of Public Lands, who shall officially, in writing, acknowledge the receipt of said notice, and the foregoing lease shall terminate ⁽⁶⁰⁾ sixty days thereafter and all arrearages and sums which may be due under the sum up to the time of its termination, as set forth in said notice shall be paid upon settlement and adjustment therefor.

The Party of the First Part hereby agrees that the Party of the Second Part shall have the right under this agreement to contract with others to work such mine or mines or any part thereof or to sub-contract the same, and

and the use of said lands or any part thereof, for the purpose of mining for ore with the same rights & privileges as are granted to the said Party of the Second Part.

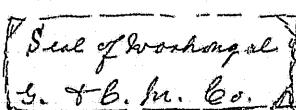
Witness our hands and seals this 17th day of July A.D. One Thousand Nine Hundred and Five.



The State of Washington,

E. W. Ross,

Commissioner of Public Lands for
the State of Washington.
By D. T. Isaacs, President.



Washington Gold & Copper Mining
Company.

By James B. Jordan, Secy.

Filed for record by D. T. Isaacs on Sep. 2d, 1905 - at 1:15 o'clock P.M.

A. Fleckham 1037 ✓

Approved
J. M. Coulter
Chairman

Gov Auditor.

J. W. Stevenson to W. A. Pickett.

Know all men by these presents that John W. Stevenson of Cape Horn, Washington does hereby let and lease to W. A. Pickett the following described property, to-wit: The old Ordway Warehouse situated at Cape Horn leading in Skamania County, Washington for the term of three years from date of this lease, upon the following terms to-wit: Twenty-five dollars to be paid in advance every three months.

Dated this 6th day of October 1905.

Signed in presence of

C. Horner Fins

J. P. Gillette

State of Washington

County of Skamania 3rd J. P. Gillette, Notary Public, do hereby certify that John W. Stevenson, personally known to me to be the person herein described who executed the within instrument, and who acknowledged to me did the same freely and voluntarily and for the uses and purposes herein mentioned.

Dated this 6th day of October 1905.

J. P. Gillette

Notary Public in and for the State of Washington
residing at Stevenson, Wash.

Filed for record by W. A. Pickett on Oct. 6, 1905
at 9:35 a.m. A. M.
A. Fleckham

0.45

"Notarized",
"Seal."

v