

14-7
Dolan

MEMO FOR J. W. BOYLE..

RE HYDRAULIC OPERATIONS ON LAST CHANCE HILLS.

I beg to advise that in pursuance of your instructions, I have made a search of the files in an attempt to ascertain just how we acquired title to the ground on which we have conducted hydraulic operations on Last Chance.

On Younkens Hill (sometimes called Discovery Hill) we have worked on the Shepherd, Hempstead, Conden, Henderson and Mattson Benches-- the four first mentioned being transferred to Treadgold in 1911 together with four hillsides on which we have operated, the Elliot, Younkens, Small and O'Brien, by Clara Younkens. The Mattson Bench and the Thurber Hillside (off Nos. 3 and 4, Discovery Pup,) are the only claims on Younkens Hill which are not included in the transfer from Clara Younkens. With regard to the Mattson Bench, I find that by transfer from James S. Wilson, Robert Hicks and Hans J. Foss, dated July 2nd, 1910 and recorded as # 60956 on January 5th, 1912, to A. N. C. Treadgold, followed by transfer from A. N. C. T. to Dago Hill Mining Company, the ground came into our possession. Note. We do not appear to have been furnished with the transfer from Wilson, Hicks and Foss abovementioned. The Thurber Hillside, opposite Nos. 3 and 4 on Discovery Pup (formerly two claims) was transferred to A. N. C. Treadgold by James S. Wilson on October 17th, 1910, recorded as #60955 on January 5th, 1912. Treadgold subsequently transferred to Dago Hill Mining Company. With regard to the Thurber Hillside I beg to advise that this ground and Creek Claim No. 5 on Discovery Pup constituted the ground covered by the "Wilson Lay". This lay lease as it is described, bearing date the 23 rd, of July, 1908, and made between James S. Wilson of Last Chance to Charles P. Dolan, Oscar T. Tachstrom, F. W. Collins and Lydia Mohr is recorded as registered document No. 58097. The lay is on

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a basis of 75% to the laymen and 25% to the aforementioned James S. Wilson. The lay lease is to continue "until in the opinion of the laymen, the said property shall be worked out." The laymen agreed, however to work the property continuously during the term of lease and to represent the claims and the lease appears to hinge on this. A partially executed assignment of the lease, the name of the assignee being left in blank is in our possession and I am attaching it hereto. It is not signed by Tackstrom, although the other lease holders have signed- Dolan, Collins, (by Treadgold, attorney) and Mohr (by Eilbeck, attorney). Their signatures are not witnessed and the document also lacks the consent of Wilson to the assignment. I am informed that Dolan is attorney-in-fact for Tackstrom. You will note that the assignment is not dated as to day of the month but is drawn for December 1911 - ^{post}~~anti~~-dating the transfer to Treadgold more than a year. I should feel that since we took hold of the Last Chance interests of Treadgold, the lease has voluntarily become obsolete through failure to continuously work as specified. I find nothing to indicate any amounts owing on any of the ground on this (Discovery) hill.

We have done some work on Gumbo Hill, the cut appearing to be on six claims, Hills opposite Nos. U & L 1/2 s of 3 and 4, and Frs. 3A and 4, all above discovery, Last Chance. These claims are all included in a transfer from Lydia Mohr to A. N. C. Treadgold bearing date December 20, 1911, recorded January 8, 1912 as # 60969. They have subsequently been transferred to Dago Hill Mining Company. A report by Mr. Tabor (?) page 24 deals with this transaction and a memo is made to the effect that the following moneys are payable to Messrs. Mohr and Collins on these (and other) claims, \$ 15000.00 July, 1, 1912 and \$ 2000.00 on December 1, 1912. I beg to call your attention

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to the attached memo headed "Summary re amounts in question". Collins and
" " "
Ellbeck (?), Amount unpaid on Feb. 20, according to Babitt's list - 17,000,
" " "
Amounts falling due subsequent to Feb. 20, 1912, under term of agreement under
" " "
which properties were acquired - nil, Amount Treadgold shows due Nov. 21, 1912,
" States Treadgold has pd \$7290 & still due \$710 cash & 2,000 shares".

SUMMING UP.

I respectfully call your attention in addition to the facts above given,
to that certain bill-of-sale dated May 31st, 1912, from An.N.C.Treadgold to Dago M
Hill Mining Company, recorded as registered document No. 61480 Placer. In this
document all of the claims on which we have operated on the hills of Last Chance
are transferred by Treadgold to Dago Hill. The document contains the following
covenant :,

"And the said party of the first part doth hereby covenant that he hath
a good right to assign, transfer and convey the hereinbefore described mining
property, and that he hath done no act to encumber the same, and that the said
party of the second part, its successors and assigns shall, and may from time
to time, and at all times hereafter peaceably have, hold, possess and enjoy
the hereinbefore described mining properties and every of them and every part
thereof to and for its use and their own use and benefit free and clear and
absolutely released and discharged or otherwise (at the cost of the said party
of the first part) effectually indemnified from and against all former and other
bargains, sales, gifts, grants, titles, charges and incumbrances whatsoever.

This paragraph in the bill-of-sale would appear to absolutely indemnify
us against any incumbrances created by Treadgold whether in the nature of prom-
issory payments on an agreement fo sale or otherwise. This document catalogs
the position of all of the claims (to my knowledge) on which we have operated on
Last Chance Hills.

Respectfully,

Dawson, Yukon,
Nov. 3, 1915.

Chief Engineer.



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