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# PETITION.

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*To the Honorable the Legislative Assembly of the Province of British Columbia.*

The respectful Petition of the Williams Creek Bed-rock Flume and Ditch Company, Limited, Sheweth :

1. Your Petitioners are a duly registered Joint Stock Company, having had a capital stock of 4,000 shares of \$50 each.

2. On the 1st day of July, 1864, a lease of certain mining ground upon Williams Creek, Cariboo, with certain rights and privileges, was granted to your Petitioners by Peter O'Reilly, Esquire, then Gold Commissioner for Cariboo, a copy of which lease is hereto annexed, marked A.

3. On the 10th day of August, 1865, your Petitioners presented a petition to His Excellency Governor Seymour, a copy of which is hereto annexed marked B., in consequence of which petition "The Williams Creek Flume Ordinance, 1866," (No. 67 Revised Statutes) was passed, granting unto your Petitioners certain mining ground on Williams Creek, with certain rights and privileges, for a period of ten years, as in the said Ordinance is mentioned, and of which ground, rights, and privileges your Petitioners are now in the possession and enjoyment.

4. From the 1st day of July, 1864, up to the 1st day of August, 1874, your Petitioners have expended \$300,000 in laying down and maintaining a Bed-rock Flume, working ground, constructing and maintaining their ditch, and in other necessary outlays, which sum exceeds, by about \$190,000, the amount your Petitioners have received from the proceeds of gold taken by your Petitioners from their ground and from the sales of their water, and your Petitioners also owe debts to the extent of about \$50,000, exclusive of their paid up capital of \$182,179 75.

5. During the said period between the 1st day of July, 1864, and the 1st day of August, 1874, your Petitioners have almost daily and constantly employed, except during the excessively cold weather, workmen averaging from fifteen to twenty in number.

6. Your Petitioners have constructed the flume mentioned in the said Ordinance, from the Cañon upon Williams Creek to a point at or near the Saw-mill, being a distance of a mile, and have worked out 4,000 feet of ground.

7. Your Petitioners, before they were able to work the said ground, were compelled to construct, at an expense of not less than \$150,000, a portion of the said flume which ran through ground already worked out.

8. Your Petitioners are now prosecuting vigorously the working of their ground at the point to which the flume has reached, and have now on hand, exclusive of the said flume and ditch, costly materials for working their said ground.

9. The ground belonging to your Petitioners under the said Ordinance, and yet unworked, is not less than a mile and three-fourths of a mile in length, and will require more than ten years to work out.

10. In continuing the laying down of the said flume, the work is frequently retarded by reason of your Petitioners being confined to the working of 150 feet of ground in width, as frequently the bed-rock (especially where the work is now being carried on) is very high and irregular, and your Petitioners frequently find on that account that they have not sufficient ground in width to reasonably pay for the construction of certain portions of the flume, and which flume by reason of such irregularities in the bed-rock has also to be run irregularly, and consequently at greater expense.

11. The mining companies through and alongside whose ground the flume has been already run have derived great advantage therefrom, and such ground would not, in all probability, have been worked up to this time had not the flume been constructed, and in like manner holders of claims ahead of the point to which the flume has now reached (all of which claims are hill claims) are waiting for the flume to reach their ground in order to work the same, and all of them will be benefited by its construction.

12. The ditch conveying water from Ground Hog Lake and Jack of Clubs Creek has been kept in good repair by your Petitioners, and the water conveyed therein to Williams Creek has been of the greatest service to claimholders on Williams Creek, and many of the claims would be unworkable without it.

13. The sales of such water have not yet paid for the construction and maintenance of the Ditch.

Your Petitioners pray as follows :

That your Honorable House will take the above circumstances into its favorable consideration and will pass the Bill (a draft of which accompanies this petition) granting to your Petitioners a renewal for ten years, from the 29th day of March, 1876, of all and singular the rights, benefits and privileges granted and conferred on them by the "Williams Creek Flume Ordinance, 1866."

And your Petitioners, as in duty bound, will ever pray, &c.

On behalf of the Williams Creek Bed-rock Flume and Ditch Company, Limited.

J. SPENCER THOMPSON,  
*Secretary.*

DISTRICT }  
OF CARIBOO, }  
To WIT. }

I, Ithiel Blake Nason, of Williams Creek, British Columbia, one of the shareholders of the Williams Creek Bed-rock Flume and Ditch Company, Limited, do solemnly and sincerely declare :—

1. That the several allegations mentioned and set forth in the foregoing Petition are true and correct.

2. And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the "Oaths Ordinance, 1869."

Declared in due form of Law, }  
at Barkerville, this sixth day of }  
October, A.D., 1874. }

ITHIEL BLAKE NASON.

ALEX. E. B. DAVIE,  
*Notary Public.*

## A.

RICHFIELD, B. C.,  
1st July, 1864.

*Grant or Lease to Company of Flume Ground.*

This Indenture made and entered into this first day of July, A.D. 1864, between Peter O'Reilly, Esquire, as Gold Commissioner of the District of Cariboo, British Columbia, of the first part, and Geo. A. Walkem, Francis K. Kingston and others, this day duly incorporated under the Joint Stock Companies Acts, as the "Williams Creek Bed-rock Flume and Ditch Company, Limited," of the second part: Whereas, William Wallace Cunningham, John Perrin, and James Orr, did, on the twenty-first day of December last (1863) obtain a grant or lease from the Government for a right of way for a Bed-rock Flume, which grant is duly recorded as number 8,419 on the books of the said Gold Commissioner, such lease giving them the right of way from a point commencing at the upper line of Burns' Tunnel, on said creek, and running thence up the creek to the upper line of Steele & Co.'s ground, with the full, absolute, and exclusive right of way through any and all claim or claims owned or held on said creek, from point to point aforesaid; and whereas, they did by Indenture, dated the twenty-third day of April, 1864, transfer and make over their interest in such grant, in consideration of the sum of seven thousand five hundred dollars, out of the first gold to be taken out of the flume, when constructed, to J. E. Edwards, M. Hilton, B. Deffis, Thos. Birmingham, Jacob Mundorf, Thomas Norbury, B. P. Anderson, William D. Roberts, Henry Jensen, W. W. Woods, and S. Pin; and, whereas, the said last-mentioned parties, B. Deffis, M. Hilton, and J. E. Edwards, did, by Indenture bearing date the seventh day of April, 1864, obtain a grant for the like purpose of the ground lying between Steele's dam and a point three miles up stream, at which point a stake was fixed as required; and whereas the said several before-mentioned parties, that is to say, J. E. Edwards, M. Hilton, Thomas Birmingham, H. Jensen, W. D. Roberts, S. Pin, W. W. Woods, T. Norbury, Jacob Mundorf, Butler P. Anderson, and B. Deffis, did obtain a certificate of registration under the Joint Stock Companies Acts, as the Albion Bed-rock Flume Company, Limited; and whereas, the said parties, constituting every and all the members of the said Company, did, in consequence of their inability to fulfil the covenants and agreements hereinbefore referred to, by agreement dated the sixteenth day of June, 1864, and made between them, of the first part, and George Anthony Walkem, Barrister-at-Law, on behalf of a new Company about to be and since formed and incorporated as the Williams Creek Bed-rock Flume and Ditch Company, Limited, of the second part; amongst other things release and give up all their rights and privileges before-mentioned to such new company to their leases and their half interest in a certain Ditch privilege on Jack of Clubs Creek, upon such new company assuming their liabilities as therein specified; and, whereas, the parties hereto of the second part have agreed to assume the same upon getting a charter or grant of the privileges hereinbefore mentioned, and have by notice dated the seventeenth day of June, A.D. 1864, intimated their intention of applying for a grant from the head line of Burns' Tunnel, of a right of way, to a point three miles up stream on Williams Creek, with an enlarged right of entry of ten feet on each side of the walls of the flume for its whole length through occupied ground, and all the absolutely abandoned ground for a space of fifty feet on each side of the centre of the flume for its whole length through such abandoned ground; and, whereas, the party of the first part hath deemed it expedient and desirable to modify the same in the manner following, that is to say: That the parties of the second part for the consideration hereinafter mentioned, shall have, use, and enjoy for a term or period of ten years from the date hereof, the exclusive right of way for constructing, maintaining, working, enjoying, and occupying a bed-rock flume from and between the points aforesaid, together with a further right of entry upon a space of ten feet on each side of the walls of the flume, for the better working and maintaining of the same upon and through the occupied mining ground of the said creek, together with such unoccupied ground along the course of the said flume as shall be duly recorded by individuals of the company under the provisions of the Act in such case made and provided; and, whereas, it has been found impossible, up to the present date, to ascertain what ground along the intended line of the said bed-rock flume is open to the occupation of the said company, for the purpose of mining therein, part thereof being actually worked, part laid over, and part wholly new and unworked, and it is the intention of the company forthwith to make an accurate survey of all the ground along the said intended line, and in the meantime parties hereto are desirous to define, as far as possible, the proposed works of the said company and the privileges to which they shall be entitled, and the terms and the conditions on which they shall be entitled to hold their works or abandon the same or part thereof. Now, therefore, the Gold Commissioner

for himself and his successors covenants and agrees, That the said Company shall have during ten years from the date of these presents, the exclusive right of constructing, maintaining, working, and enjoying a bed-rock flume from the upper line of Burns' Tunnel claim to the upper line of the late Albion Bed-rock Flume Company's ground, together with the exclusive right to mine, take away, and enjoy all the gold within a distance of one hundred feet, to be measured across or from either side of the said bed-rock flume, and for a distance along the said flume of two hundred feet, as provided in the Gold Fields Act, 1864, for each and every person who shall sign the Articles of Association, such ground to be measured off so as to avoid interfering with any claims lawfully occupied by any other persons, and so as to give the Company the greatest amount of mining ground which they can claim under the said Gold Fields Act, 1864, with liberty also to the said Company for the purpose of cleansing, repairing, maintaining, and securing the said flume to enter upon any land not being their own mining ground, and whether occupied by any other person or not for a space of ten feet wide on the outside of the said bed-rock flume in any direction, and thereon to pile stones or rubbish or do other acts necessary or proper for the security of their works. Provided, that if the Company shall, in the exercise of such last-mentioned power, do any damage to any existing cuts, flumes, or works, or obstruct the working of any such ground so entered upon, they shall make full compensation to the owners of such ground. In consideration whereof, and of the premises, the said Company and their successors shall pay an annual rent of thirty-five pounds, payable half-yearly in advance on the first days of July and January in each year. Provided, also, that the said Company shall be at liberty to abandon the whole of the unworked portion of their ground and right of way beyond the head of the continuous line of flume then constructed, upon giving notice to the Gold Commissioner of such intention, and retain the residue or completed portion for their own use under the conditions aforesaid. Provided, further, that the said Company shall complete and finish the said flume, as projected, within three years and a-half from the date of these presents, it being competent to the said Gold Commissioner to extend such time upon application and upon reasonable cause being assigned. Provided, further, that the said bed-rock flume shall be held and maintained subject to the several Gold Fields Acts heretofore enacted.

In Witness whereof, the said party of the first part hath hereunto set his hand and seal the day and year above written.

(Signed) P. O'REILLY, [L. s.]  
Gold Commissioner.

Signed, sealed, and delivered in presence of  
(Signed) JOHN WHITE. }

B.

*Copy of Petition to the Governor, August 10th, 1865.*

*To His Excellency Frederick Seymour, Governor of British Columbia.*

The humble petition of the Williams Creek Bed-rock Flume and Ditch Company, Limited, Sheweth :

That the Company was organized twelve months ago, for constructing a Bed-rock Flume on Williams Creek, and on the first day of July, 1864, a lease was granted them by the Government of the right of way through mining claims from the Cañon to a point nearly three miles up the Creek.

Since the 1st day of July, 1864, the Company have expended \$110,000, a great portion of which has been paid for labor, and before they can possibly realize anything from the undertaking a further outlay of \$100,000 will be required.

At the time the lease was granted nearly all the upper portion of the Creek was vacant, miners being unable to work it from various adverse causes, and the Company expected and understood that they would be entitled to a piece of ground one hundred feet broad along the whole line of proposed flume, save when such flume ran through mining ground actually worked. In this your Petitioners have been disappointed and most of the ground formerly vacant was and has since been taken up and staked off by miners who, as the law now stands, may be entitled to hold the same.

Such ground so taken up has never been worked by them, but it has been laid over without representation till the flume reaches it. The ground is thus valueless without the flume, and the flume is equally valueless without the ground.

Your Petitioners would point out the great importance of their enterprise. In the first place a number of laborers will be employed on the work who would otherwise leave the country. In the second place the work itself will develop the whole upper section of the Creek, now deserted. The bed of the Creek, hills and benches on each side of the flume limits, will employ over one thousand men, as the ground has been proved to be very auriferous.

Nothing but capital will develop Cariboo, and in the present instance your Petitioners firmly believe that the development of their work will add additional wealth to the colony besides lending an impetus to similar undertakings.

Your Petitioners beg to point out the benefits already conferred by that portion of the work completed. The hill above the Cañon would have been probably deserted this year, but owing to the facilities afforded by the water and flume of the Company several companies are working it, and with, in some cases, excellent results.

Hitherto the Company has reaped nothing from their undertaking. On the contrary it has been harrassed with law-suits. In one instance the Company was sued for \$1,500, by a mining company holding ground alongside of the flume. Some of our workman had shovelled in some loose earth and rocks on the edge of the flume, and the parties to whom it belonged having sworn *positively* that the same was intrinsically worth at least \$1,200, judgment to that amount was given against your Petitioners by the worthy Gold Commissioner, who was, of course, bound to decide the cause according to the evidence produced. Since judgment was rendered the flume has been washed up, and its entire length of 1,500 feet has yielded little more than half of the amount sworn to.

Your Petitioners submit that the same privileges which have been conferred upon the Antler Flume Company are necessary to the further progress and future success of the present Company, wisely conceived in a liberal spirit at the time, the grant to them is now actually nothing more than they require.

Your Petitioners have for the present stopped all work, a measure in itself alike disastrous to the Company and the Colony, as another year will likely pass away and the Creek be, perhaps, deserted, before the flume will reach a point profitable either to the Company or the miners. Indeed, were it not for the large amount already invested, the enterprise would, under existing circumstances, be abandoned.

Your Petitioners, relying upon Your Excellency's expressions of encouragement in similar instances, pray that a new lease be granted to them for a period of ten years from its date.

That such lease contain an absolute grant to the Company of a strip of ground, 100 feet broad, across the line of their flume, for its whole length, save where the flume passes through mining ground now actually worked. In the latter case the Company, of course, shall only be entitled to the quantity of ground now given to them.

Your Petitioners, in fine, respectfully submit, that in the event of the present request being refused, they will be compelled to abandon their work and give the notice of abandonment required by the Statute.

*Richfield, August 10th, 1865.*