
MEMORANDUM OF LEASE

between

BENJAMIN P. STANHOPE AND
CHARLES F. LAWSON and WALTER
LEASCH.

MEMORANDUM OF LEASE, Made and entered into this First
day of November, 1907, by and between BENJAMIN P.
STANHOPE, lessor, party of the first part, and CHARLES F. LAWSON
and WALTER LEASCH, lessees, parties of the second part,
W I T N E S S E T H :

That the said party of the first part, for and in consideration of the rents, covenants and agreements hereinafter expressed to be paid and performed by the said parties of the second part, their heirs and assigns, has leased, let and demised, and by these presents does lease, let and demise unto the said parties of the second part, their heirs and assigns, the following described mining premises, to-wit:

Beginning at a point at the entrance of the fourth level of the Millington Mine and running westerly on said claim three hundred and twenty (320) feet to the end line of said claim, thence two hundred (200) feet westerly on the Great Mogul claim, which adjoins the Millington on the west end line, making a total length of five hundred and twenty (520) feet. The ground to be embraced by this lease is all that ground above the fourth level and between said level and the surface, extending five hundred and twenty (520) feet along the strike of the vein in the Millington and Great Mogul claims, from the entrance to the fourth level, as aforesaid; said claims being situated in the Montana Mining District, Clear Creek County, and State of Colorado.

TO HAVE AND TO HOLD the above described premises unto the said parties of the second part, their heirs and assigns, for the purpose of mining, for the full period of time, beginning with the first day of November, 1907, and ending on the eighth day of February, 1909.

The said parties of the second part, for and in consideration of the premises, hereby covenant, contract and agree, and by these presents, do covenant, and agree to and with the party of the first part, his heirs or assigns:

FIRST:- To enter upon the said leased premises and to work the same mine fashion in a thorough and workmanlike manner, keeping the same securely timbered in all parts during the term of this lease, at all times, where proper and necessary in accordance with good and safe mining.

SECOND:- To allow the said first party, or his agents, from time to time, to enter upon and into all parts of said leased premises for the purpose of inspection, survey and obtaining samples therefrom and to render proper assistance in making such examination, inspection or survey.

THIRD:- To keep accurate accounts showing the amount of all ore taken from the said premises and the yield of the same and the cost of hauling, freight and treatment.

FOURTH:- To pay to the said first party as rental for the said premises twenty (20) per cent. royalty on the proceeds of all ores shipped, after hauling, freight and treatment charges are deducted.

FIFTH:- All such ore and mineral to be shipped in the name of The Millington Gold Mining and Milling Company and ~~Lawson & Leasch~~ jointly, and the proceeds of all royalties from such ores shipped to be left at the sampling works or smelter to which said ore is shipped; and a check for the same drawn to the order of Phillip R. Stanhope, President of The Millington Gold Mining & Milling Company, which said check shall be mailed to the said Phillip R. Stanhope when settlement is made, together with a duplicate voucher for all ores sold.

SIXTH: To perform at least twenty (20) shifts of work every month on said leased premises during the term hereof, unless the said second parties are prevented therefrom by strikes, earth-quakes or causes beyond their control.

SEVENTH:- To assume all responsibility in case of accident to themselves or employees, and to pay all debts contracted in working said lease, and to notify all employees that they are working for said second parties; and that the property, nor the owners thereof not can be held responsible for labor or services.

EIGHTH:- To make all working drifts and levels six and one-half feet high by three and one-half feet wide (6-1/2 x 3-1/2), and to permit no underhand stoping; to run said drifts and levels at a grade of ten inches to the hundred feet. Where any stoping is done during the life of this lease, the level or drift to have square sets put in every five feet, set on mud sills, three and one-half feet by six and one-half feet

in the clear; and the mill holes are to be not less than three feet square and close cribbed with timbers not less than six inches in diameter at the small end

NINTH:- It is further agreed by and between the parties hereto that should the said second parties, their heirs or assigns, fail to commence work on said premises as aforesaid, or to continue to work the same in a good and workmanlike manner according to the terms and provisions hereof, or to keep the same securely timbered, or to pay the said royalty as aforesaid, or in any respect fail to keep and fulfill each and every of the agreements herein expressed, then and in that event, it shall be lawful for the said party of the first part, or his duly authorized agent, to declare this lease void and of no effect; and upon giving the said second parties, their heirs or assigns, written notice of the determination of the said first party to declare this lease forfeited as aforesaid, may enter upon and take possession of said premises with or without process of law; and the said parties of the second part, their heirs or assigns, and any or all persons found in occupancy of said premises, or any part thereof, may be proceeded against as guilty of an unlawful detention thereof; and the said second parties agree to surrender, yield and deliver to the said first party, his heirs or assigns, the quiet and peaceful possession of the said premises at the expiration of this lease by limitation.

IN WITNESS WHEREOF, the parties hereto have hereunto set
their hands and seals the day and year first above written.

Bing P. Stanhope (SEAL)
Party of the First Part.
Philip Stanhope

(SEAL)

(SEAL)
Parties of the Second Part.

This lease has been approved by the Board of Directors
of The Millington Gold Mining and Milling Company, at a meeting
held on the 30th day of November, at 3823 W. 32nd Ave.,
Denver, Colorado.

THE MILLING GOLD MINING & MILLING COMPANY,

By Philip Stanhope
President.

ATTEST:

B. P. Stanhope
Secretary.