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MINING.

TITLES TO MINING PROPERTY IN NOVA SCOTIA.

By B. C. Wilson, Waverley, N. S.

(Continued.)

In such cases there can be no question of ownership, and aside from these, I still to comprehend how the depositing of any ores (crushed or otherwise) by A. on B.'s ground gives B. any title or claim to them any mere than would the placing of so much cordinood or hay thereon give B. a title to them. Nor can I understand how the Government can claim such sands—that is, give another mining lessee power over them—unless by some process of abandonment, or law yet to be enacted, they legally revert to the Crown. Nevertheless, it is well that these points be definitely settled before investments become involved and litigation follows.

I may further call your attention to another custom in the Mines Office, which to the ordinary layman seems like something which "no fellow can find out." I refer to the apparently unnecessary number of dates used on a mining losse, and to illustrate, quote the exact figures from an existing

lease.—
We read first, "This Indenture made this 2nd day of October, 1888;" and further on, "To have and to hold for 21 years from 28th August, 1888;" and on the back of the lease appears, "Registered 12th October, 1888."

Now here are three dates employed in conveying a property for twenty-one years. The most prominent one is the 12th October, 1888, but almost any one can understand that date of document and date of registry rarely correspond; but when lawyers get confused, as I know of an instance during the past week, it is not unreasonable that less educated persons should The main trouble lies in the two first dates, and there are no valid reasons why the date of Indenture should not correspond with the date of Application, as that was the time the engagement was entered into; and if the Government for their own convenience deferred making out the lease on that day, it was no fault of the lessee.

I am informed a law suit is now pending through this very misleading array of dates. It is a simple matter to so remedy it that none need err.

Another feature in the regulations at the Mines Office I may call your attention to, that is in the matter of the transfers and division of leases; for instance, A. owrs a certain mining property held under mining lease in regular form. In the course of events he sells to B., and legally and correctly transfers the same in accordance with the regulations at the office, and hands over the lesse to B. This the present mode of transfer, and is presumed to be legal and sufficient. B. takes his transfer and lesse to the office, and on the record book an entry is made, "Transferred to B. this 5th day of September, 1890," and the original lease is handed back to B. That is all there is about it. B. looks at the lease and finds it is a lease to A., is in A.'s name, and not so much as an endorsement of transfer or anything to show that B. is the new owner of the property designated by such lease. Now this may be all right and valid enough. But does B. consider it

so? And presuming B. is acting for a syndicate or company, what will his associates say to him when he presents a lesse showing that A. (not B.) is the recognized owner of the property? To satisfy themselves they would each have to take a trip, perhaps from England or the United States, to Hulifax and pay 25 cents merely to read thus: "Transferred to B. this 5th day of September, 1890;" and even then do to carry with it a feeling of insecurity? The only way to remedy it is to surrender and take out a new lease, paying \$2.00 per area therefor, merely to get the lesse into B.'s name. Such a mothod of extracting money, if practiced by individuals, wou'd be termed dishouest.

And still another ciso: presuming A. has a lease of 100 areas in one block and sells 50 of them to B., A. makes out a transfer of 50 areas to B., which is duly presented at the Mines Office and recorded as before, and there appears on the records: "Transferred 50 areas (numbered so and so) to B. this 5th day of September, 1890." That is all there is to that. B. gets nothing more from the office to show his ownership; he does not get the lease from A.; Lo does not get even an endorsement placed on A.'s lease to show that hair of it belongs to B., but A. still holds the lease, to all appearance unencumbered, of the whole 100 areas, and B. cannot even surrender his 50 areas and get a new lease in his own name, even though willing to pay \$100 for it. But A. must do the surrendering, and then it appears that A. cannot surrender 50 areas for B., but he must surrender the whole 100 areas, and this involves another \$100 to enable A. to get a renewed title to what he may have only a month before paid his money for, and now have to pay it over again.

Such a procedure among individuals would be designated by the slang term of "snap game," but we are loyally bound to presume that our Government, like Caesar's wife, is entirely above suspicion; nevertheless, they take the money all the same, and the miner discovers that it is pay! pay!!! eternally, and yet the miner, while asserting that something should be done, does not individually or collectively make much effort to see that that

desirable something is done. Now, in reviewing the foregoing I may be reminded that this is taking a 15ther pessimistic view of the matter; in other words, " more frightened than hurt." Admitted that it is so, it is indisputable that the fears expressed, if not realities now, are liable to be so, and most essuredly will be as the mining interests develop and properties increase in value, and it does seem as if the public generally look upon the miner--or at least the mining interests—as fair game to be plucked whenever the opportunity offers, and while, as I before remarked, those who administer the government are, I believe, decrease of feetering the industry, yet it is apparent that a great system of oppression and annoyance has grown up with the administration

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