

Appendix, No.

soever, to distil any such liquors upon the said demised land, or any part thereof. AND also that he the said *Joseph Monkman*, his executors, administrators, and assigns, shall not nor will at any time export beyond the territories of the said Governor and Company any effects, being the produce of the said land, or acquired by the said *Joseph Monkman*, his executors, administrators, and assigns, within the territories of the said Governor and Company, and intended to be exported by him the said *Joseph Monkman*, his executors, administrators and assigns, other than and except at Port Nelson (one of the ports belonging to the said Company), and in ships or vessels or in a ship or vessel belonging to or in the service of the said Governor and Company to be conveyed to the port of London, and there to be lodged and deposited in some or one of the warehouses belonging to or used for that purpose by the said Governor and Company, and with power to sell and dispose of the same effects on the account of the said *Joseph Monkman*, his executors, administrators, and assigns. AND also shall not nor will import any goods or effects into the territories of the said Governor and Company in North America, or any part thereof, other than and except from the said port of London, and through some or one of the warehouses belonging to or used by the said Governor and Company for the warehousing of goods in the said port of London, and other than and except in a vessel or vessels, ship or ships belonging to the said Governor and Company, or in their service. AND also that he or they shall or will pay and allow to the said Governor and Company in respect of all such produce, goods, and commodities, whether exported or imported, all charges as and for and in the nature of gaugage, wharfage, warehouse-room, and commission for sale, which shall be or constitute the average or ordinary price or prices in similar cases, together with such charge for freightage as shall at the time or respective times be fair and reasonable; and shall and will allow, or pay as in the nature of a custom or duty, any sum not exceeding five pounds, for and upon every one hundred pounds in value or amount of the produce, goods and commodities which shall or may be conveyed to or from Port Nelson from or to the port of London as aforesaid, and so in proportion for a less quantity in value or in amount than one hundred pounds, unless the same kind of produce, goods, and commodities shall be subject to a higher rate of duty on importation at Quebec, and then in cases of importation. That he or they shall and will pay and allow unto the said Governor and Company sums at and after the same rate as shall be paid or payable at Quebec, such value or amount to be from time to time fixed and ascertained in all cases of import by and upon the actual and *bonâ fide* invoice prices, and in all cases of export by the net proceeds of sales at London aforesaid. AND the said *Joseph Monkman*, for himself, his heirs, executors, and administrators, doth hereby further covenant with the said Governor and Company, and their successors, that he the said *Joseph Monkman*, his executors, administrators, and assigns, will use his and their best endeavours to maintain the defence and internal peace of the territories of the said Governor and Company in North America, and shall and will be chargeable therewith according to such laws and regulations as are now in force in respect of the same territories, or as shall from time to time be made by competent authority; and also that he the said *Joseph Monkman*, his executors, administrators, or assigns, shall not nor will at any time or times during the said term, or by any direct or indirect, mediate or immediate manner, ways, or means, infringe or violate, or set about or attempt to infringe or violate, or aid, assist, or abet, or set about or attempt to aid, assist, or abet, or supply with spirituous liquors, trading goods, provisions or other necessaries, any person or persons whomsoever, corporate or incorporate, or any prince, power, potentate, or state whatsoever, who shall infringe or violate, or who shall set about or attempt to infringe or violate the exclusive rights, powers, privileges, and immunities of commerce, trade, and traffic, or all or any other of the exclusive rights, powers, privileges, and immunities of or belonging or in any wise appertaining to, or held, used, or enjoyed by the said Governor and Company and their successors under their charter or charters, without the license or consent of the said Governor and Company and their successors for the time being first had and obtained. AND LASTLY, that he the said *Joseph Monkman*, his executors, administrators, or assigns, shall not nor will, at any time during the said term, under-let, or assign, or otherwise alienate, or dispose, or part with, the actual possession of the said land hereby demised, or any part thereof, for all or any part of the said term, or any interest derived under the same, without the consent in writing of the said Governor and Company for the time being first had and obtained. AND ALSO that he the said *Joseph Monkman*, his executors, administrators, or assigns, shall or will, within six calendar months from the date hereof, as to these presents, and within six calendar months from the date of each respective assignment or under-lease, to be made under or through these presents; and with respect to each such assignment and under-lease respectively, cause these presents, and every such assignment or under-lease, when made, to be registered in the register of the said territories in North America, or of the district in which the said hereby demised land shall be situate, and wherever such register shall be kept at the time. PROVIDED ALWAYS, nevertheless, and it is hereby declared and agreed, that if the said *Joseph Monkman*, his executors, administrators, or assigns, shall not in all things well and truly observe and perform all and every the covenants and agreements herein contained, on his and their behalf to be observed and performed, then, and in either of such cases, and either upon or after the first breach, or any subsequent breach or breaches of covenant, and as to any subsequent breach or breaches, notwithstanding there may have been any waiver or waivers, or supposed waiver or waivers thereof, by the acceptance of rent or otherwise, it shall or may be lawful to and for the said Governor and Company, and their successors or assigns, to enter into and upon the said hereby demised premises, or any part thereof, in the name of the whole thereof, and to have, hold, retain