

railway under the following heads " Passengers," " Freight," " Mails" and " Sundries," the last named term to cover everything not included under the other three headings; and the Lessor shall have the right from time to time to employ an auditor to investigate the accuracy of the said statements or accounts, and the Lessee shall from time to time afford all proper facilities for such investigation, and the Lessee shall pay the said forty per cent. of the said gross earnings when the half-yearly statements or accounts are rendered as aforesaid, but the acceptance of any such payment before an audit or verification shall not prejudice the rights of the Lessor to an audit or verification or to demand and collect such further sum, if any, as it shall be justly entitled to.

9. That during the said term the Lessee shall keep the demised railway and all buildings, property and appurtenances connected therewith in good repair, order and condition, and will, during the said term, pay all taxes, assessments and impositions, payable either by the landlord or tenant, in respect to the demised railway or the traffic over it or the earnings thereof including any corporation tax which may be imposed or levied by the Provincial Government.

10. That the Lessee will, during the said term provide and run over the demised railway duly equipped trains for the carriage of passengers and freight, as frequently as shall be necessary for the traffic of the country through which the demised railway is constructed and except during the period of a strike (if any occur) amongst the Lessee's employees, and unless some accident prevent, it will run at least two trains carrying passengers each way on every business day, and generally will operate and work the demised railway so as to secure therefor as much traffic as is possible, within such limits of expenditure as would be adopted by any well managed railway company working the same entirely on its own account.