

rence of this lease protect the game on every part of the farm hereby let, that they shall drive off therefrom all persons who shall at any time be found poaching or in any way interfering with the game, and that they shall give information against those who attempt to destroy any kind of game on the said farm, and that under a penalty of twenty shillings each proving connivance with or concealment of the names of persons acting; and the proprietor further reserves all woods, mines, minerals, coals, quarries of stones, limestone, marl and fossils of every description within the bound of his estate with liberty to manufacture and work such pits, build houses, work and use the same at pleasure, and for that purpose make roads or railways and erect other necessary works on the lands, the tenant being always entitled to such surface, damages and abatement of rent on that account as may be determined by men mutually chosen by the parties. But that for arable land only; and the proprietor reserves the use as he pleases of all springs and streams of the water. The proprietor also reserves power to shut up or alter roads or make new roads or railways through any part of the lands either for the general intercourse of the country or the accommodation of any particular farm on the estate, and to plant hedges along the fences on sub-divisions and around the yard or gardens on the farm without making any allowance to the tenant, and which planting the tenant shall be bound to preserve: In the event of a railway being constructed through any part of the farm or lands hereby let, it is provided that the tenant shall not be entitled to claim compensation for the lands that may be hereby used beyond an abatement from his rent in proportion to the rent paid for the whole lands hereby let, but declaring that in accepting surface damages to be allowed for roads or railways to be made to the advantage that may accrue therefrom to the tenant shall be considered.

XIII. In the event of the said tenant failing to implement any of the conditions and obligations foresaid as far as incumbent on him after the expiry of one month after being required in writing to observe and fulfill the same, as in this lease and all following thereon, it shall be in the option of the proprietor to eject and remove him from his possession by summary proceedings before the judge ordinary of the bounds.

XIV. It is hereby expressly declared and provided that in case the tenant shall become bankrupt or execute a trust for behoof of his creditors or shall possess these lands nominally or account to others for the produce of the same, or if he allows sequestration to be applied for and obtained for payment of his rent, then this tack shall, at the option of the proprietor become null and void at the term of Whitsunday next succeeding any of the said events. And the landlord shall at the said term have at his option the power to resume possession of the whole premises, and if need be to remove the tenant therefrom by summary proceedings before the judge ordinary of the bounds. Lastly, both parties consent to the registration thereof for preservation and execution to witness whereof.

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