

be found and determined by said re-cruise that the quantity of said timber on all said lands shall be less than — feet board measure in the aggregate, then, and in that case and not otherwise, the party of the first part shall refund to the party of the second part, the said sum of — dollars paid by the party of the second part to the party of the first part as the consideration herefor, such repayment to be made without interest.

If it shall be found and determined by said re-cruise that the quantity of said timber on all said lands shall be less than — feet board measure, in the aggregate, then and in such case the party of the first part shall pay the whole of the expenses of the said re-cruise.

If it shall be found and determined by said re-cruise that the quantity of said timber shall be — feet or over, board measure, in the aggregate, then and in such case the party of the second part shall pay the whole of the expenses of the said re-cruise.

IT IS EXPRESSLY AGREED between the parties hereto that the party of the first part does not in any way guarantee or warrant and has not made any representation to the party of the second part as to the state of his title, the accuracy and correctness of the survey of the said lands, the area of said lands and the quantity and quality of the timber thereon, all of which matters shall be investigated and determined by the party of the second part on his own behalf prior to his exercising this option, and the exercise of this option by the party of the second part shall be and be deemed to be an absolute release by the party of the second part of any and all claims which he, the party of the second part, might or would have at any time on account of any defect in title, error in survey, shortage of area or with reference to the quantity or quality of the timber on said lands.