

determine if the said party of the second part shall fail to pay to the credit of the said party of the first part at the said Bank the sum of — dollars and interest as aforesaid on or before the said — day of — or shall fail to deliver the said duly executed contract for the purchase of the said lands in the manner and within the time hereinbefore provided, and the sum of — dollars paid by the party of the second part to the party of the first part as the consideration for this option upon execution hereof shall be absolutely forfeited to the party of the first part. PROVIDED HOWEVER that if upon the option hereby granted becoming null and void, the party of the second part shall deliver to the party of the first part before the — day of — at the office — British Columbia, the reports in writing signed by the cruiser or cruisers, who made the cruise, examination and estimate of said timber for the party of the second part, and verified by notarial declaration showing in detail the description of the lands and the several kinds and quantities of timber found by him or them thereon and if the quantity of timber of any and all kinds standing, lying and being upon all said lands shall be by said reports shown to be less than — feet board measure in the aggregate, then and in that case, a re-cruise of said lands and timber shall be made as soon as practicable, jointly by the parties hereto under the direction of three (3) competent cruisers who shall be chosen as follows:—One by the party of the first part and one by the party of the second part, and the third by the two cruisers so chosen, who shall enter upon the said lands and examine, cruise and estimate the timber thereon and make and sign written reports thereof, and in case all said cruisers shall be unable to agree as to the quantity of the said timber, then the decision of any two of the said cruisers thereon shall be final and conclusive upon the parties hereto; and if it shall