

it will be necessary to use the same in connection with the working of the railway, but all costs, damages and expenses which may arise from the use of the name of the Lessor shall be borne and paid by the Lessee.

5. That the Lessee paying its rent and observing the provisions of this lease and fulfilling all covenants herein contained, and on its part to be fulfilled shall have peaceable and undisturbed possession of the said demised property during the said term without any lawful interruption by the Lessor or any other person or persons whomsoever.

6. That if the Lessee shall have taken possession of the said railway and other properties so demised as aforesaid or any part thereof before the title to the lands shall be fully acquired by the Lessor as aforesaid, then the Lessee may, of its own motion, expend from time to time such sums as may be proper and necessary in order to acquire such title and properties within the meaning of the Lessor's covenants herein contained, and the Lessor will, on demand, reimburse the Lessee in respect of all such sums as may be so expended, or at the option of the Lessee it may deduct such sums or any part thereof from the rents which may at any time be due under the terms of this indenture, and thereupon such rents shall be satisfied to the extent of any sum or sums so deducted.

7. And the Lessee for itself and its successors covenants with the Lessor, its successors and assigns, as follows, that is to say :

That it will, during the said term, operate the said road, and will, at its own expense, for the said term, find all necessary means, men, rolling stock, tools, furniture, appliances and labour for that purpose, provided, however, that the Lessee is not under any obligation to run passenger trains on the said railway, and shall be bound to run only such trains as shall be necessary for the transportation of freight offered for carriage to and from the points thereon, but the Lessor shall not be held in any event to incur or assume any responsibility or expense in connection with the running of any trains of any kind or description whatsoever on the said railway during the said term.

8. That the said Lessee will pay to the said Lessor yearly the said rent or sum of two thousand and fifty dollars without any deduction whatsoever on account of operating expenses, taxes or any other outlay which the Lessee has to bear under the terms of this indenture.

9. That during the said term the Lessee will keep the said railway and all buildings, properties and appurtenances connected therewith in good repair, order and condition, except in so far as the same may be deteriorated by age and reasonable wear and tear, and will, during the said term, pay all taxes, assessments and impositions which may become payable either by the Lessor or Lessee in respect of the said railway or the traffic over it, including any corporation tax which may be levied by the provincial government.

10. That the Lessee will protect the Lessor against any loss, damage or claims that may arise in working the said railway under this lease and will do and perform all the acts, conditions, matters and things which the Lessor is bound by its charter to do and perform in respect of the said railway