

ally, and on such Lessee agreeing to such conditions, and to pay such other rates, as may be determined on for such second term.

53. If, in consequence of any incorrectness in survey, or other error or cause whatsoever, a lease is found to comprise lands included in one of prior date, or any lands sold, granted, leased, or lawfully set apart for any other purpose under this Act, the lease first mentioned shall be void in so far as it interferes with any such previous lease, sale, grant or setting apart, and the party whose lease is so rendered void, shall have no claim by reason of such avoidance.

Lease of land previously leased, sold, granted or set apart to be void.

FURTHER OBLIGATIONS OF PARTIES OBTAINING LICENSES.

54. Any ground rent, royalty, or other dues to the Crown, on timber cut within any such limit, which are not paid at the time when they become due and payable, shall bear interest at the rate of seven per cent per annum, until paid, and shall be a lien on any timber cut within such limits. And whenever the ground rent on any limit, or any royalty on any timber is not paid within three months after it becomes due under the lease or regulations in that behalf, the Crown Timber Agent may, with the sanction of the Secretary of State, seize so much of the timber cut on such limits, and in the possession of the lessee or on his premises, whether sold or unsold, as will in his opinion be sufficient to secure the payment of such rent and royalty on the timber seized, and all interest and expenses of seizure and sale, and may detain the same as security for the payment thereof; and if such payment be not made within three months after such seizure, the Crown Timber Agent may, with such sanction as aforesaid, sell such timber by public auction, and after deducting the sum due to the Crown, the interest thereon and expenses aforesaid, he shall pay over the balance, if any, to the lessee or owner of the timber.

Dues to the Crown to bear interest and be a lien on timber cut on limits. Such timber may be seized and sold in payment.

55. All timber cut under lease shall be liable for the payment of the Crown dues thereon, so long as and wheresoever the said timber, or any part of it may be found (whether it be or be not manufactured into deals, boards, or any other products) and all officers or agents employed in the collection of such dues may follow all such timber and may seize and detain the same wherever they are found until the dues thereon are paid or secured, and if payment be not made or secured within three months after such seizure, the timber may be sold by the Crown Agent, and the proceeds disposed of as provided by the next preceding clause.

Timber cut under lease to be liable for dues, &c.

56. And in case the payment of the Crown dues on any timber has been evaded by any lessee or other party, by the removal of such timber or products out of Canada, or otherwise, the amount of dues so evaded, and any expenses incurred by such officer or the Government in enforcing payment of the said dues under this Act, may be added to the dues remaining to be collected on any other timber cut on Dominion Lands by the same lessee or by his authority, and be levied and collected, or secured, on such timber, together with such last mentioned dues, in the manner provided by clause fifty-four, or the amount due to the

Mode of enforcing payment in case of removal of timber out of Canada.