

extent provided in the lease, within two years from the date thereof, and during each succeeding year of the term.

2. To take from every tree he cuts down, all the timber fit for use, and manufacture the same into sawn lumber, or some other such saleable product as may be provided in the lease or by any Regulations made under this Act. 5

3. To prevent all unnecessary destruction of growing timber on the part of his men, and to exercise strict and constant supervision to prevent the origin or spread of fires.

4. To make returns to the Government monthly, or at such other periods as may be required by the Secretary of State, or by Regulations under this Act, sworn to, by him, or by his agent or employee cognizant of the facts, declaring the quantities sold or disposed of as aforesaid, of all sawn lumber, timber, railway car stuff, ship timbers and knees, shingles, laths, cordwood, or bark, or any other product of timber from the limit, in whatever form the same maybe, sold or otherwise disposed of by him during such month or other period, and the price or value thereof. 15

5. To pay, in addition to the bonus, an annual ground rent of *two dollars* per square mile, and further a Royalty of *five per cent* on his monthly account. 20

6. To keep correct books of such kind and in such form, as may be provided by his lease or by regulation under this Act, and to submit the same for the inspection of the collector of dues whenever required, for the purpose of verifying his returns aforesaid. 25

7. The lease shall describe the lands upon which the timber may be cut, and shall vest in the lessee during its continuance, the right to take and keep exclusive possession of the lands so described, subject to the conditions hereinbefore provided or referred to, and such lease shall vest in the holder thereof, all right of property whatsoever in all trees, timber, lumber, and other products of timber, cut within the limits of the lease during the continuance thereof whether such trees, timber and lumber or products, be cuts by authority of the holder of such lease, or by any other person, with or without his consent, and such lease shall entitle the lessee to seize in replevin, revendication or otherwise, as his property, such timber where the same is found in the possession of any unauthorized person, and also to bring any action or suit at law or in equity against any party unlawfully in possession of any such timber, or of any land so leased, and to prosecute all trespassers thereon and other such offenders as aforesaid, to conviction and punishment, and to recover damages, if any; and all proceedings pending at the expiration of any such lease may be continued and completed as if the lease had not expired. 30  
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8. Such lease shall be subject to forfeiture, for infraction of any one of the conditions to which it is subject, or for any fraudulent return, and in such case the Secretary of State shall have the right, without any suit, or other proceeding at law or in equity, or compensation to the lessee, to cancel the same, and to make a new lease or disposition of the limit described therein, to any other party, at any time during the term of the lease so cancelled, Provided, that the Secretary of State, if he sees fit may refrain from forfeiting such lease, for non-payment of dues, and may enforce payment of such dues in the manner hereinafter provided. 50  
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9. The Lessee who faithfully carries out the above conditions, shall have the refusal of the same limits, if not required for settlement, for a further term of twenty-one years, on payment of the same amount of bonus per square mile as was paid origin-