

brazeadly and deliberately this bank carried on this trade :—

“This agreement, made the twenty-fifth day of September, in the year of our Lord one thousand eight hundred and seventy-six ;

“Between Oliver Latour, of the City of Hull, in the County of Ottawa, and Province of Quebec, Lumber Merchant, of the first part ; and

“La Banque Nationale, one of the Chartered Banks of Canada, of the second part.

“Whereas the said parties of the second part are the owners of certain timber limits situate on the Keepana River, numbered respectively one hundred and thirty-four, one hundred and thirty-five, and one hundred and thirty-six, of the years 1875 and 1876 ; and the said party of the first part has contracted to cut, make, manufacture and deliver to the said parties of the second part, certain quantities of square timber and saw-logs, to be taken off and from the said limits, at and for the price or sum, and subject to the conditions hereinafter mentioned.

“Now, this indenture witnesseth that, in pursuance of the premises, and for the consideration hereinafter mentioned, he, the said party of the first part, doth hereby, for himself, his heirs, executors and administrators, covenant, promise and agree to and with the said parties of the second part their successors and assigns, in manner following, that is to say :—

“That he, the said party of the first part, his executors and administrators, shall cut, make and manufacture three hundred thousand feet of square white pine timber, during the winter of the years 1876 and 1877, the said timber to be good and merchantable, and of a size not less than fourteen inches on each side, and to be well and securely rafted after the manner adopted by lumber merchants, and to be floated to the city of Quebec, and there delivered in good order and condition to the said parties of the second part, their successors or assigns, on or before the fifteenth day of August, in the year of Our Lord one thousand eight hundred and seventy-seven, at such place as the said parties of the second part, their successors or assigns, may require.

And, also, that he, the said party of the first part, his executors or administrators, shall cut, make and manufacture fifteen thousand standards of good and merchantable deal white pine saw-logs, of not less than the following dimensions, that is to say : said logs to be thirteen and one-half and sixteen and one-half feet in length, and not to be less than fifteen inches in diameter inside the bark, and to be delivered in good order, and in condition to be floated down to Ottawa with the boom timber necessary for that purpose in the Main Ottawa River, at the place where the general drive starts, on or before the first day of September, in the year of Our Lord one thousand eight hundred and seventy-seven.

“And it is hereby agreed that, for the purposes of these presents, the standard log shall be thirteen feet in length, by twenty inches, inside the bark, in diameter.

“And it is further agreed that the said party of the first part, his executors and administrators shall mark all the said square timber and saw-logs with the timber marker of the said parties of the second part as follows, O L or O L 1 up to O L 6, said timber and logs to be well marked, and in such manner that the said marks may not be effaced, obliterated or destroyed, while the said timber or saw-logs shall be floated down to destination.

“And that the said party of the first part, his executors or administrators, shall, at his and their own costs and charges, supply all materials, tools, implements, labour, wages, provisions, and all things necessary to manufacture the said square timber and saw-logs, and to draw and to drive the same, and to float the same, to the respective places where the said square timber and saw-logs are to be delivered according to the terms of this agreement.

“And further, that the said party of the first part, his executors or administrators, shall well and truly pay, or cause to be paid, all Governments dues, tolls and tonnage upon the said timber and saw logs.

“And further, that the said party of the first part his executors, or administrators, shall take and cut the said square timber and saw-logs off, and from the said timber limits of the said parties of the second part herein before described, and that the said timber and saw-logs shall, while in the process of manufacture, and at all times before as well as after delivery, be the absolute property of the said parties of the second part, and that it shall be lawful to the said parties of the second part, their successors and assigns, at any time to take possession of the said square timber and saw-logs, if they shall think proper.

“And the said parties of the second part, covenant, promise and agree to and with the said party of the first part, his executors, administrators and assigns, to pay him the said party of the first part, for the making, manufacturing and delivery of the said square timber and saw-logs, the sum of fifty-four thousand five hundred dollars, payable as follows :—That is to say : six thousand dollars on his beginning the said work, and five thousand dollars during each of the months of October, November, December, January, February and March next ensuing the day of the date hereof, provided that work shall have been done at the time when any of the said amounts may be required by the said party of the first part to the value of the moneys previously advanced as shown by the certificate of an agent to be appointed by said parties of the second part, whose wages and expenses shall be paid by the said party of the first part, four thousand dollars during April, two thousand dollars during May, and two thousand dollars during June