

Now it is hereby covenanted and agreed upon between the parties aforesaid in manner following that is to say:

That the said party of the second part DOth HEREBY COVENANT, promise and agree to and with the said party of the first part, that he or they shall and will well and truly pay or cause to be paid to the said party of the first part the said sum of money above mentioned together with the interest thereon at the rate of **NIL** per centum per annum on the days and times and in manner above mentioned.

And also that the said party of the second part will pay and discharge all taxes, rates, special rates and all other assessments, municipal or legislative, and perform all statute labor wherewith the said land may be rated and charged from and after this date and shall not permit or commit any waste upon the said land AND shall not assign these Presents without the consent in writing of the said party of the first part. AND ALSO that he will give up possession of the said lands on breach made in all or any of the above mentioned covenants without any notice to quit and without the party of the first part bringing any action for ejection. And that on such breach these Presents (at the option of the said party of the first part) shall be void without any recourse whatsoever by the said party of the second part either at law or in equity against the said party of the first part for or in respect of any matter or thing in these Presents contained for the recovery of any moneys paid by the said party of the second part under or in pursuance of this Agreement which payments in the event of any breach by the said party of the second part of any of the Covenants aforesaid hereby declared shall be retained by the party of the first part as and for liquidated damages and not as a penalty.

And upon any such breach the party of the second part shall forthwith become a mere trespasser upon every part of said lands and may be forcibly ejected therefrom by the party of the first part or by his employees or agents without any of them being in any way responsible for damages or otherwise therefor. And the party of the first part shall be at liberty to retain possession of said lands and at his pleasure to re-sell same without notice, upon such terms as he may deem proper and in any event absolutely freed and discharged from all and every claim whatsoever thereto on the part of the party of the second part. Time being declared to be the very essence of these Presents.

And the said party of the first part doth covenant, promise and agree to and with the said party of the second part, THAT on condition of the performance of the above Covenants in all things on the part of the said party of the second part, the said party of the first part will convey and assure or cause to be conveyed or assured to the said party of the second part for ever, but at the expense of the said party of the **Second.....** part the said parcel or tract of land above described with the appurtenances freed from all incumbrances except taxes and other assessments which may accrue or be imposed after the date of these Presents. But subject to the conditions and reservations expressed in the original grant thereof from the Crown.

But the said party of the first part shall not be bound to furnish any abstract of title or produce any title deeds not in his possession or control or give copies of any title deeds, but the said party of the second part shall search the title at his own expense, and make all requisitions in connection therewith within **TWENTY.....** days from this date, otherwise the title shall be deemed to be accepted. And if the said party of the first part shall be unable or unwilling to comply therewith, then the said party of the first part shall be at liberty to cancel and annul this Agreement upon returning the cash payment aforesaid without interest and shall not be in any way responsible for any loss, costs or damages suffered or incurred by the party of the second part whether in searching the title to said lands or otherwise howsoever.

And shall and will suffer and permit the said party of the second part to occupy and enjoy the same until default shall be made in the payment of the said sum of money or some part thereof or of the interest thereon on the days and times and in manner above mentioned or breach to be made in some or one of the Covenants above mentioned. AND IT IS HEREBY DECLARED and agreed that in the event of any breach by the said party of the second part of any of the Covenants aforesaid on his part to be observed and performed it shall be lawful for the said party of the first part to proceed against the said party of the second part for the recovery of possession of the said premises under the statutes in force respecting overholding tenants.