

— a board of three arbitrators, one to be chosen
 by the lessor herein, one by the lessee, and the two
 thus chosen to choose the third member of said board.
 The decision of said arbitrators shall be binding,
 upon the parties and it is further agreed that
 the party of the second part shall commence drilling
 a well upon said land on or before June 1st 1908
 and will use due diligence in drilling and
 completing the same, and if said well shall
 not produce oil or gas in paying quantities,
 then in that event the party of the second part
 shall within thirty days from the date of the
 completion of said first well, commence drilling
 the second well and use due diligence in
 completing it, and if said first well is a dry
 hole and said second party does not ^{so} commence
 and drill the second well, then this lease
 shall be null and void. Second party agrees
 to locate all wells so as to interfere as little as
 possible with the cultivated portions of the premises
 and to pay ^{for} all damage to growing crops caused
 by said operations. — Provided however that if a
 well is not commenced upon said premises on
 or before June 1st 1908 then this lease and
 agreement shall be null and void. All
 royalties and rentals and other payments may
 be made direct to the parties of the first part
 or may be deposited to their credit at the
 American National Bank of San Francisco.