

4. All Lumber cut under this License shall be scaled or taken account of in the usual or customary method of scaling and taking account of Lumber for Stumpage by some person or persons to be appointed by the Surveyor General, to be hereinafter termed Scalers, who shall return to the Surveyor General the quantity cut under this License. The Scaler and his assistants are to be boarded and lodged at the expense of the said Licensee, and should such Licensee refuse to board and lodge such Scaler or assistants, he or they to report the same to the Surveyor General, who may thereupon take such means as he sees fit to provide the said Scaler and his assistants with board and lodgings, and the expense thereof shall be paid by the Licensee, and shall, until paid, remain a charge and lien upon all Lumber so cut under this License.

5. All Licensees shall, when required, furnish through themselves, their agents and foremen, to such agent or agents as the Surveyor General may appoint for that purpose, and at such time and place as such agent or agents may require, satisfactory proof, upon oath, as to the exact locality where all the Saw Logs, Timber, Trees and other lumber, as provided by this License, in his or their possession, were cut, with the mark or marks thereof, giving the number of pieces and description of Saw Logs, Timber, Trees and other Lumber cut by themselves and others, to their knowledge, upon each of the Timber Berths held or occupied by him or them respectively, designating what quantity, if any, had been cut on any other lands, describing the same, exhibiting at the same time, for the inspection of such agent or agents, if required, the books of account and measurement of such Saw Logs, Timber, and other Lumber, under his or their control respectively; and shall moreover furnish such agent or agents all required information and facilities to enable him or them to arrive at a satisfactory determination as to the quantity and description of such Saw Logs, Timber, Trees and other Lumber made by him or them, or held in his or their possession respectively, on which Government dues are chargeable; and in the event of such agent or agents deeming it expedient to cause such Saw Logs, Timber and other Lumber to be counted or measured, said Licensee or occupier of such Timber Berth, and his or their agents or foremen, shall, if required, aid and assist in such count or measurement; but should such Licensee or occupier, or his or their agents, fail to comply with these conditions, on notice in writing signed by the Surveyor General, or the Lumber Agent, and delivered to said Licensee or his Assignee personally, or mailed to his address, such Licensee shall forfeit all right to his License, and the Berth and limit shall become vacant.

6. All applications for Licenses of Crown Lands remaining unsold at the Annual Sales shall be made by Petition, (not later than the first day of February next after said sale), which shall describe the situation thereof, and specify the number of square miles required by the Applicant. No Petition to be for more than ten nor less than two square miles. All expense of the survey of the Timber Berths described on the License to be borne by the Licensee; and should the Surveyor General deem it necessary that the bounds of such License should be determined, the Licensee shall employ at his own expense a Deputy Land Surveyor to make such survey, and failure to do so, on the request of the Surveyor General, shall cause this License to be cancelled. Only one application to be received by the Surveyor General for the same ground.

7. Every applicant on filing his Petition shall deposit with the Receiver General the sum of eight dollars upon each square mile applied for, and should the party so depositing become the purchaser, at Auction, such deposit shall be applied towards the payment of the purchase money; and in case the ground so applied for shall not be purchased at the time advertised for the sale thereof, the deposit so made shall be forfeited; and in case some other person than the depositor shall become the purchaser, and comply with the terms of sale, the amount so deposited shall be forthwith refunded to the party who may have paid the same.

8. All Berths applied for shall, if vacant, be advertised in the Royal Gazette, and at least fourteen days' notice of sale given: and unless the whole of the purchase money be paid by the purchaser to the Receiver General at the time of the sale, such sale shall be void, and the ground shall be forthwith put up again for competition between any other parties, the upset price being in all cases eight dollars per square mile; and every License for a Timber Berth shall expire on the first day of the month of July next ensuing after the issue of such License.

9. All Logs, Timber, Trees or other Lumber, as aforesaid, cut upon unlicensed Crown Lands, or which may be cut by any person beyond the limits of his own Berth, shall be seized and forfeited to the use of the Crown; and no Timber or Lumber shall be cut on any Berth applied for until it be purchased at Public Auction.

10. Licenses may be assigned by writing signed by the Licensee, his Executors or Administrators, and the Assignee shall, within reasonable time, give notice of such assignment, and its date, to the Surveyor General.

11. Until the Stumpage is paid or arranged for in the manner provided by these Regulations, and where Notes are taken as hereinafter mentioned, until such Notes are actually paid, all Logs or other Lumber cut within the limits of any License shall be and remain the property of the Crown, and in no case shall be removed from the berths or brows until payment or security therefor is given to the satisfaction of the "Lumber Agent."

12. Any Logs or other Lumber cut within the limits of any License by any trespasser shall, as between the trespasser and the Licensee, be deemed the property of the Licensee, and as between the Licensee and the Crown, shall be liable to the rate of Stumpage payable by the terms of such License, and shall be dealt with in the same manner as if the said Licensee, his Executors, Administrators or Assigns had actually himself or themselves cut the same, and shall be the property of the Crown until the Stumpage is paid or arranged, and shall not be removed until that is done. And the Licensee shall pay or secure the Stumpage of any Logs or other Lumber cut by any trespasser, and may, if he sees fit, bring an action of trespass, trover or replevin for such trespass-cut Logs or other Lumber, for his own benefit and behoof.

13. Should the Licensee or his Assigns fail to pay or arrange the Stumpage payable in respect of any Logs, Timber or other Lumber as aforesaid, cut within the limits of any License, at the time by these Regulations specified, the Crown shall have the right and power to seize and sell at Public Auction, for cash, the whole or any part of such Logs, Timber, or other Lumber, or anything made therefrom, and the Licensee or his Assigns shall be entitled to any balance after deducting Stumpage at the rates payable by the License, and all expenses of seizure and sale.

14. All sums payable as Stumpage, under one hundred dollars, shall be paid in cash before the removal of the Logs or other Lumber from the brows. For all sums above one hundred dollars approved endorsed Notes may be taken by the "Lumber Agent," payable not later than the first day of September next after the date thereof.

15. Licensees who have paid or arranged their Stumpage dues, as herein provided, and who have otherwise duly complied with all existing Regulations and the conditions of this License, shall be entitled to successive annual renewals of such parts of their licensed ground as may then be vacant and unlocated, on payment of the mileage thereon, at the rate of eight dollars per square mile, before the expiry of the license of the year preceding, (the residue, however, of any such ground to be still reckoned at not less than two square miles). But should the rate of Stumpage on Licenses under Section 2, first Sub-section, generally be increased by order of the Lieutenant Governor in Council before that time, all such renewal licenses shall be subject to payment of such increased Stumpage, and any further Regulations made by order of the Lieutenant Governor in Council for the purpose of expeditiously enforcing the payment or adjustment of Stumpage on any Logs or other Lumber cut within the limits described in the License.

16. If any Logs or other Lumber is removed from the berths or brows without the consent of the "Lumber Agent," or without the mark which had been furnished to him, all such stuff will be forfeited and the License cancelled.

17. Nothing contained in this License shall be a bar to or prevent the Surveyor General, at any time during the term of the same, from licensing to any other person or persons the whole or any part of the above described lands for the purpose of cutting and removing any description of Timber or Lumber other than that herein mentioned.

18. Nothing in these Regulations shall prevent any person or persons from taking standing timber or material of any kind for the purpose of making Roads or Bridges, or for Public Works, as provided for by Chapter 20 of the "Consolidated Statutes."