

CROWN LAND OFFICE, FREDERICTON, 22nd August, 1888.

NOTICE IS HEREBY GIVEN, That all Regulations for the disposal of Timber and Lumber, heretofore established, have been suspended, so far as the same are inconsistent with the following Regulations which have been sanctioned by His Honor the Lieutenant Governor in Council; and that all Timber Licenses, are, from and after this date, to be granted subject to the following Regulations and Conditions and Restrictions therein set forth, in addition to the provisions of any Statute relating to the sale or disposal of Crown Lands.

JAMES MITCHELL, *Surveyor General.*

Crown Land Timber Regulations relating to Licenses to cut all Classes of Lumber.

1. At an Annual General Sale, to be held at the Crown Land Office, at such time as the Surveyor General may determine, all Timber Licenses which have heretofore expired, or which may hereafter expire or be declared cancelled under these Regulations shall be offered for sale.

2. The upset mileage in all cases to be EIGHT DOLLARS per square mile, subject to the Stumpage Regulations and Restrictions hereinafter provided.

3. The Stumpage payable on all Logs, Timber or other Lumber as aforesaid cut or made upon Crown Lands under License, shall be as follows:—

For Spruce and Pine Saw Logs, per M. superficial feet,	\$1 25
Hardwood Timber, up to an average of 14 inches square, per ton,	0 90
Hardwood Timber, above 14 inches, per inch additional, per ton,	0 10
Pine Timber, up to 14 inches square, per ton, ..	1 00
Pine Timber, additional per inch, per ton, ..	0 25
Hacmatac Timber, per ton,	0 50
Spruce Timber, per ton,	0 50
Cedar Logs, per M. superficial feet,	0 60
Railway Ties, each,	0 02
Boom Poles, each,	0 04
Shingles, per M.	0 20
Spruce or Pine Spars, per lineal foot,	0 01
Hemlock, per M. superficial feet,	0 60

And for all other descriptions of Lumber, such as Knees, &c. &c. twelve and one half per cent. of the market value thereof at the mill, place of shipment, or place of consumption in the Province.

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, (*except Hemlock, which shall be scaled at full contents*), 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, such 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 his Lumber Agent, and delivered to the 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 July 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 expenses 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 the 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 August 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. The assignment shall take effect from the date upon which notice thereof shall be received at the Crown Land Office, unless the Surveyor General, within ten days thereafter, refuse his assent thereto.

11. Until the Stumpage is paid or arranged for in the manner provided for 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 berth 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 rates 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 this 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 see 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.