

THE SUPREME COURT IN EQUITY.

Between The Halifax Banking Company, Plaintiff; and James W. Smith, Albert J. Smith, Simon A. Smith, Ansley Smith, Abner R. McClellan, and William H. Newcomb, Executor of the last Will and Testament of Barnaby H. Newcomb, deceased, Defendants.

And by Amendment—

Between The Halifax Banking Company, Plaintiff; and James W. Smith, Albert J. Smith, Simon A. Smith, Ansley Smith, Abner R. McClellan, William H. Newcomb, Executor of the last Will and Testament of Barnaby H. Newcomb, deceased, Charles A. Peck, Paul R. Tingley, Henry R. Emmerson, and Watson Reid, Defendants.

WHEREAS it has been made to appear by Affidavit to the satisfaction of me, the undersigned, one of the Judges of the Supreme Court, that Ansley Smith, Paul R. Tingley, and Watson Reid, three of the above named defendants, do not reside within the Province, so that they cannot be served with a Summons, and their respective places of residence are unknown to the plaintiff, and that the above named plaintiff has good *prima facie* grounds for filing a Bill against the above defendants: I do therefore order, that the said defendants, Ansley Smith, Paul R. Tingley, and Watson Reid, on or before the twentieth day of December next, do enter an appearance in this suit, (if they intend to defend the same), wherein a Bill has been filed against the above named defendants by the above named plaintiff, for the foreclosure and sale of certain mortgaged Lands and Premises situate in the County of Albert, mentioned and comprised in a certain Indenture of Mortgage, bearing date the fourteenth day of October, in the year of our Lord one thousand eight hundred and eighty six, and made between the said James W. Smith, Albert J. Smith, and Simon A. Smith, of the one part, and the said The Halifax Banking Company of the second part, and also for the setting aside and declaring fraudulent and void as against the plaintiff a certain Deed of Conveyance made by the said Albert J. Smith to the defendant, Watson Reid; and also a certain other Deed made by the defendant, Simon A. Smith, to one Charles S. Turner; and also a certain other Deed from said Charles S. Turner to one Albert D. Smith; also a certain other Deed from Albert D. Smith to the defendant, Ansley Smith; and also a certain other Deed of Conveyance made by the defendant, James W. Smith to the defendant, Ansley Smith; and for a Declaration and Decree that the said Lands and Premises in said Deeds severally mentioned and described are subject to the said Mortgage so made to the plaintiff; and also that certain Lands and Premises mentioned and referred to in certain Deeds of Conveyance from the Sheriff of the County of Albert to the defendant, Albert J. Smith and to the defendant, Ansley Smith, were and are subject to the said Mortgage of the plaintiff, and that a certain Mortgage made by the said defendant, Albert J. Smith to the defendant, Abner R. McClellan, professing to convey said Lands so conveyed to said Albert J. Smith by said Sheriff be postponed to said Mortgage of the plaintiff, and that certain Deeds of Conveyance from said James W. Smith to one John Peck, and from said John Peck to the defendant, Albert J. Smith, professing to convey said last mentioned Lands, or a part thereof, be also set aside and declared fraudulent and void as against the plaintiff; and for an Injunction Order restraining the said defendants, Albert J. Smith and Abner R. McClellan from selling, assigning, transferring or encumbering said last mentioned Lands and Premises; and restraining the defendants, Simon A. Smith and Ansley Smith from selling, assigning, transferring or encumbering the Lands mentioned in said Deed from said Simon A. Smith to said Charles S. Turner; and the defendant, Ansley Smith from selling, assigning, transferring or encumbering the Lands mentioned in said Deed to him from said James W. Smith.

And unless such an appearance is so entered, the Bill may be taken *pro confesso*, and a Decree made.

Dated this fourth day of September, A. D. 1888.

W. H. TUCK, J. S. C.

HANINGTON, TEED & HEWSON, Plaintiff's Solicitor.

NOTICE OF SALE.

TO be sold at Public Auction, on Saturday, the twenty second day of December next, at two o'clock in the afternoon, at the Office of the Registrar of Deeds in Gagetown, in Queen's County, for payment of the debts of the late George Taylor, of Johnston, in Queen's County, deceased, for that purpose, pursuant to a License obtained from the Probate Court of Queen's County, the lands and premises following, that is to say:—All that certain lot of land and premises situate in the Parish of Johnston (formerly described as in Wickham), in Queen's County and Province of New Brunswick, and known as the south end of Lot Number Nine, containing one hundred and seven acres more or less; together with all the buildings and improvements thereon.

Dated 10th day of October, A. D. 1888.

JAMES M'DEVITT,
Administrator.

Advertisements for the Gazette are required to be forwarded by Mail on TUESDAY, in order to be in time for Wednesday.

SHERIFF'S SALES.

Queen's County.

To be sold by Public Auction on Monday, the 31st day of December next, in front of the Office of the Registrar of Deeds in Gagetown, Queen's County, between the hours of twelve o'clock, noon, and five o'clock, P. M.—

ALL the right, title, interest, property, claim and demand whatsoever, either at law or in equity, which John Burton had on the 24th day of August, A. D. 1885, of, in, to, out of or upon, the following described premises, situate in the Parish of Petersville, in Queen's County, namely:—All that certain piece or parcel of land situate on the Nerepis Stream, and described in the Grant to George Spencer and Benjamin Farnal, as being in King's County, in the Province of New Brunswick, as follows, to-wit:—On the lower side by 200 acres of land formerly deeded by one Walter Bates to Ebenezer Dibble; running from thence up the Nerepis Stream until it meets the line of the grant to Thaddeus Scribner and others; thence following the line of said grant to its rear; thence along the rear line of said grant to George Spencer and Benjamin Farnal until it meets the said 200 acres, and formerly deeded to the said Ebenezer Dibble by the said Walter Bates; thence following the line of the said 200 acres until it strikes the said Nerepis Stream; containing 130 acres more or less, under and by virtue of a certain Indenture of Mortgage made October 7th, 1885, by George Burton in favour of said John Burton, and containing a Power of Sale giving to said Mortgagee the right to sell said premises on default of payment of the moneys thereby secured, which said Mortgage is recorded in the Office of the Registrar of Deeds in and for Queen's County, in Book Q No. 2 of Records, page 399, on November 20th, 1885: Also, all the right, title, interest, property, claim and demand whatsoever, either at law or in equity, which the said John Burton had at the time aforesaid, of, in, to, out of or upon the above described premises, under and by virtue of a certain Indenture of Mortgage made March 1st, 1885, by George Burton in favour of said John Burton, and containing a Power of Sale giving the said Mortgagee the right to sell said premises on default of payment of the moneys thereby secured, which said Mortgage is duly recorded in the Office of the Registrar of Deeds for Queen's County, in Book S No. 2 of Records, page 503, *et sequitur*, on 3rd of March, 1885: Also all other right, title, interest, property, claim and demand whatsoever, either at law or in equity, which the said John Burton had at the time aforesaid, of, in, to, out of or upon the above described premises or any other lands and tenements of the said John Burton, situate in the County of Queen's and owned and acquired by him by Deed or otherwise howsoever: The same having been taken and seized by virtue of an Execution issued out of the Saint John County Court, at the suit of Percy Lingley against the said John Burton.

WALTER S. BUTLER, SHERIFF.

Sheriff's Office, Gagetown, Queen's Co.,
September 18th, A. D. 1888.

IN THE SUPREME COURT IN EQUITY.

Between William E. Crowsen, Plaintiff; and Thomas A. Tingley, J. Hennigar Black and Frances A. Black his wife, Defendants.

And by Amendment—

Between William E. Crowsen, Plaintiff; and Thomas A. Tingley, J. Hennigar Black and Frances A. Black his wife, and George A. Tingley, Defendants.
Before His Honor the Judge in Equity.

WHEREAS it has been made to appear by Affidavit to the undersigned, one of the Judges of the Supreme Court, that the above named defendants, J. Hennigar Black and Frances A. Black his wife, do not reside within the Province of New Brunswick, so that they cannot be served with a Summons, and that their place of residence is unknown to the plaintiff, and that the above plaintiff has good *prima facie* grounds for filing a Bill against the said defendants, J. Hennigar Black and Frances A. Black his wife: I do hereby order, that the said defendants, J. Hennigar Black and Frances A. Black his wife, on or before the twenty ninth day of December next, do enter an appearance in this suit, (if they intend to defend the same), wherein a Bill has been filed against the above named defendants by the above named plaintiff, for declaring fraudulent and setting aside a Deed of Conveyance from the said plaintiff to said defendant, Frances A. Black, of certain Lands and Premises known as the Crowsen Island Farm, and particularly described in said Bill; and a certain other Deed of Conveyance thereof from said defendants, J. Hennigar Black and Frances A. Black his wife, to the defendant, Thomas A. Tingley; and also a certain other Deed of Conveyance thereof from said Thomas A. Tingley to said defendant, George A. Tingley, and declaring the defendants, Thomas A. Tingley and George A. Tingley Trustees of said Lands and Premises, and the rents and profits thereof for the said plaintiff, and for an account of all moneys and property by the defendants, Thomas A. Tingley and J. Hennigar Black, received from or on account of the plaintiff since the first day of June, A. D. 1884, and of what sums, if any, are due and owing from said J. Hennigar Black and Thomas A. Tingley to said plaintiff, and for an Injunction to restrain said defendants, Thomas A. Tingley and George A. Tingley, from alienating, encumbering or disposing of said Lands and Premises; and unless such appearance is so entered, the Bill may be taken *pro confesso* against the said defendants, J. Hennigar Black and Frances A. Black his wife, and a Decree made.

Dated this twentieth day of September, A. D. 1888.

A. L. PALMER, J. S. C.

SMITH & KAY, Plaintiff's Solicitor.