

IN THE SUPREME COURT IN EQUITY.

Friday, 27th November, 1891.

Before His Honor Judge Palmer.

Between Benjamin H. Stevenson, Plaintiff; and
William Cockburn, Simeon Frankland and Mary Harriet
Frankland his wife, James Read, Clara Ellen Read, Eva
Read, and William James Read, Defendants.

And by amendment—

Between Benjamin R. Stevenson, Plaintiff; and
William Cockburn, Simeon Frankland, Simeon Isaac Frank-
land, James Read, Clara Ellen Read, Eva Read, and William
James Read, Defendants.

And by further amendment—

Between Kate Stevenson and J. Fletcher Stevenson, Adminis-
tratrix and Administrator respectively of the Estate and
effects of Benjamin R. Stevenson, deceased, Plaintiffs; and
William Cockburn, Simeon Frankland, Simeon Isaac Frank-
land, James Read, Clara Ellen Read, Eva Read, and Wil-
liam James Read, Defendants.

ON Motion made this present day into this Court by Mr.
M. N. Cockburn, Solicitor for the Plaintiffs in this Suit, and on
hearing read the affidavit of Benjamin R. Stevenson, whereby
it appears that the above named Clara Ellen Read, Eva Read,
and William James Read, were, at the time of the commence-
ment of this suit, infants under the age of twenty one years,
and also upon hearing the affidavit of Melville N. Cockburn,
whereby it appears that the above named Simeon Isaac Frank-
land, is still an infant under the age of twenty one years: I do
order, that unless the said infants' defendants do cause an ap-
pearance to be entered in twenty days from the date of this
Order, the Plaintiffs shall be at liberty to prove their case against
the said Simeon Isaac Frankland, Clara Ellen Read, Eva Read,
and William James Read, by affidavit.

By the Court.

T. CARLETON ALLEN, Clerk.

In the Supreme Court in Equity.

Simeon H. White surviving Guardian and Trustee of Ada
Eliza Wetmore, now Ada Eliza Covay the wife of James
F. Covay, Norman Arthur Leslie Wetmore and Edward
Clayton Scott Wetmore, and the said Ada Eliza Covay
and James F. Covay her husband, Norman Arthur
Leslie Wetmore and Edward Clayton Scott Wetmore,
Plaintiffs; vs.

Alexander L. Kerr, Alfred A. Stockton and Amelia E. Stock-
ton his wife, Mary C. Mullin, Frank W. Mullin, Walter
H. Mullin, Alice S. Pope wife of Thomas A. Pope, and
said Thomas A. Pope, The Methodist Church, William
E. S. Wetmore and Charlotte A. Wetmore, George
M'Brealrty, Chipman Boyd, Stanley Boyd individually
and as Executor of the last Will and Testament of
Albinia Boyd, deceased, and Administrator de bonis non
cum testamento annexo of the Estate of John Boyd,
deceased, and also as one of the Trustees under the
marriage settlement of Albinia Dora Boyd, now Albinia
Dora Nobbs, and William H. Scovill the other of said
Trustees under said marriage settlement, 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 the above named defendant, Thomas A.
Pope, does not reside within the Province so that he cannot
be served with a summons, and that his place of residence can-
not be ascertained by the plaintiffs, and that the above plain-
tiffs have good *prima facie* grounds for filing a bill against the
above named defendants: I do hereby order that the said de-
fendant, Thomas A. Pope, on or before the twentieth day of
January next, do enter an appearance in this suit (if he intend
to defend the same) wherein a bill will be filed against the
above named defendants by the above named plaintiffs, for the
foreclosure of an Indenture of Mortgage, dated the first day of
May, A. D. 1871, executed by said Alexander L. Kerr and Sarah
A. his wife of the one part, unto Elias S. Wetmore, of the Parish
of Norton, in the County of King's and Province aforesaid,
Farmer, Simeon H. White, of Springfield, County of King's
aforesaid, Farmer, Guardians and Trustees of Ada Eliza Wet-
more, Norman Arthur Leslie Wetmore, and Edward Clayton
Scott Wetmore, infants, of the other part; and for the sale of
the lands and premises comprised in and conveyed by said In-
denture of Mortgage, said Thomas A. Pope being made a party
hereto as the husband of said defendant, Alice S. Pope, who is
beneficially interested in the devise from her late father of cer-
tain lands, having attached a right of suerage through said
mortgaged lands, granted by said Alfred A. Stockton as Assignee
of the equity of redemption in said mortgaged lands remaining
after said mortgage was executed; and unless such an appear-
ance is so entered, the bill may be taken *pro confesso* and a
decree made.

Dated the fifth day of November, A. D. 1891.

(Signed) A. L. PALMER,
WHITE, ALLISON & KING, Judge of the Supreme Court.
Plaintiffs Solicitor.

In the Supreme Court.

NOTICE is hereby given, that upon application of William
S. Loggie, I have directed all the Estate, as well real as per-
sonal, of Malcolm Taylor, of Bay du Vin, in the County of Nor-
thumberland, an absconding or concealed debtor, to be seized;
and unless he return and discharge his debts within three
months after publication hereof, such Estate will be sold for
the payment thereof.

Dated this 26th day of October, A. D. 1891.

JNO. JAS. FRASER, J. S. C.

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