

(Copy.)

THE UNDERSIGNED having this day formed a co-partnership for the purpose of carrying on the business of stonecutting, including building and monumental work, at No. 90-96 City Road, in the City of Saint John, in the City and County of Saint John and Province of New Brunswick, hereby certify:—

1. That the name, style and firm of the co-partnership is Morrissey, Emery & McLaughlin.

2. That the names and respective residences of the different partners are:

John J. Morrissey, St. John, N. B.

Edward N. Emery, St. John, N. B.

John F. McLaughlin, St. John, N. B.

Dated this first day of February, A. D. 1907.

(Sgd) JOHN J. MORRISSEY,

(Sgd) EDWARD N. EMERY,

(Sgd) JOHN F. MCLAUGHLIN.

Witness.—WILLIAM J. MAHONEY.

2ins

### IN THE SUPREME COURT IN EQUITY.

Before His Honor Mr. Justice Barker, Judge in Equity.

Between Susan Johnston and Thomas E. Johnston, Plaintiffs; and

Susan Henderson, Margaret Land, Frederick R. Land, George Alexander Harris, Mary Cleophas Harris, John Francis Harris, Thomas James Harris, Francis Henderson Harris, and Lillian Belle Harris, Defendants.

And by amendment—

Susan Johnston and Thomas E. Johnston, Plaintiffs; and

Susan Henderson, Margaret Land, Frederick R. Land, George Alexander Harris, Mary Cleophas Harris, John Francis Harris, Thomas James Harris, Francis Henderson Harris, and Lillian Belle Harris and George Harris, Defendants.

ON MOTION of Mr. J. A. Haviland, of Counsel for Plaintiff, and it being duly proved by affidavits and by the certificate of the Clerk, that John Francis Harris, Thomas James Harris, Francis Henderson Harris, and Lillian Belle Harris, four of the above named defendants, had been duly served with the Writ of Summons issued in this cause, and also with the Order amending the said Writ and other proceedings in this cause, that the said defendants, John Francis Harris, Thomas James Harris, Francis Henderson Harris, and Lillian Belle Harris, were infants; that neither of the said infant defendants had appeared in this cause; and that the time limited for appearance had expired: It is hereby ordered, that unless the said infant defendants, John Francis Harris, Thomas James Harris, Francis Henderson Harris and Lillian Belle Harris, do cause an appearance to be entered for them in this suit within twenty days from the date hereof, that the said plaintiffs shall be at liberty to prove their cause, by affidavits, against the said infant defendants or such of them as have not then appeared.

Dated this thirteenth day of February, A. D. 1907.

By the Court.

T. CARLETON ALLEN,

Clerk in Equity.

TWEEDIE & HAVILAND, Plaintiffs Solicitors.

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### NOTICE.

NOTICE IS HEREBY GIVEN That application will be made at the next Session of the Legislature of New Brunswick, for an Act to approve of the construction of works of the Bathurst Electric and Water Power Co., Limited.

Bathurst, February 9th, 1907.

4ins

P. J. VENOIT,

Secretary.

### IN THE SUPREME COURT IN EQUITY.

Between George W. Fowler, James Robinson, William A. Marsh, John Ritchie, Fred H. Hale, Neil McCrimmon, John A. McIntosh, Robert R. Hall and The Chimalapa Land Company, Limited, plaintiffs;

and

William L. T. Foy, Charles J. Morgan, Walter des Fontaines Foy, Dunscombe Bradford Gellibrand and William Ray Lenanton, doing business under the firm, name and style of Foy, Morgan & Co., Sydney H. Shadbolt, James T. White and Alfred W. Wright, 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 Alfred W. Wright, one of the above named defendants, does not reside within the Province of New Brunswick, so that he cannot be served with Summons, and that his place of residence cannot be ascertained by the plaintiffs, and that the above plaintiffs have good prima facie grounds for filing a Bill against the above named defendants: I do hereby order that the said defendant, Alfred W. Wright, on or before the first day of March next, do enter an appearance in this suit, if he intends to defend the same, wherein a Bill will be filed against the above named defendants by the above named plaintiffs for a decree setting aside a certain agreement, bearing date the fourth day of May, 1905, and made between the said William L. T. Foy, Charles J. Morgan, Walter des Fontaines Foy, Dunscombe Bradford Gellibrand and William Ray Lenanton, by the said Sydney H. Shadbolt as their Attorney, of the first part, and the said George W. Fowler, James Robinson, William A. Marsh, John Ritchie, Fred H. Hale, Neil McCrimmon, John A. McIntosh and Robert R. Hall, James T. White, Alfred W. Wright and William K. George of the second part, for the purchase by the said parties last mentioned from the said Foy, Morgan and Company, of a tract of about 130,000 acres of land, situated in Mexico, for the price of \$325,000 upon the terms and conditions in said agreement contained, and also to set aside a certain other agreement, dated on or about the twenty-fourth day of October, 1895, and made between the parties aforesaid, other than the said William K. George, and being supplementary to the said

agreement of the said fourth day of May, and also for the setting aside, cancellation and delivery up of a certain promissory note, dated the first day of November, 1895, and made by the said George W. Fowler, James Robinson, William A. Marsh, John Ritchie, Fred H. Hale, James T. White, Neil McCrimmon, Alfred W. Wright, John A. McIntosh and Robert R. Hall, jointly and severally in favor of and payable to the Chimalapa Land Company, Limited, for the payment of the sum of \$40,000 three months after the date thereof at the office of James Robinson, 148 McGill Street, Montreal, and which said promissory note was indorsed by the said Chimalapa Land Company, Limited, and is now held by the defendants, William L. T. Foy, Charles J. Morgan, Walter des Fontaines Foy, Dunscombe Bradford Gellibrand and William Ray Lenanton, and upon which they have brought a certain action at Law in the Supreme Court of the Province of New Brunswick against the said George W. Fowler, and also for the setting aside, cancellation and delivery up of a certain other promissory note for the payment of the sum of \$23,203 three months after the date thereof, and bearing date on or about the first day of November, 1895, and made in favor of the said Sydney H. Shadbolt by the said parties hereinbefore mentioned as having made the said promissory note for \$40,000; and also for a decree for the payment by the said Foy, Morgan & Company to the plaintiffs, other than The Chimalapa Land Company, Limited, and to said defendants, Alfred W. Wright and James T. White, of the sum of \$18,833 paid by the said parties to the said Foy, Morgan & Company, under and by virtue of the said agreements upon the ground that the said plaintiffs, parties to said Agreement, and to said Promissory Note respectively, were induced to make and did make the said several agreements and became parties thereto, and made or became parties to the said two promissory notes, and were induced to pay and did pay said two moneys to the said Foy, Morgan & Company, by the fraud, misrepresentation and deceit of the said defendants, other than the said Sydney H. Shadbolt, and that the said Agreements, Promissory Note, James moneys were obtained by the said defendants, other than the said James T. White, from the plaintiffs by fraud, misrepresentation, said deceit and for an Injunction Order restraining the said defendants and William L. T. Foy, Charles J. Morgan, Walter des Fontaines Foy, Dunscombe Bradford Gellibrand and William Ray Lenanton, from proceeding with a certain Action at Law commenced by them in the Supreme Court in the Province of New Brunswick against the defendant, George W. Fowler, for the recovery of the said Promissory Note for \$40,000, and to restrain them and the said Sydney H. Shadbolt respectively from commencing or prosecuting any other Action at Law against the said plaintiffs, or either of them, upon the said Promissory Notes, or either of them, or upon or under the said two Agreements, or either of them, and to restrain the negotiation or transfer by the said defendants and each of them of the said two Promissory Notes, and each of them; and unless such an Appearance is so entered, the Bill may be taken pro confesso and a Decree made.

Dated this 27th day of November, A. D. 1906.

(Sgd.) FRED. E. BARKER, J. S. C.

HANINGTON, TEED & HANINGTON, Plaintiffs' Solicitor. 10ins

### NOTICE.

NOTICE IS HEREBY GIVEN, That application will be made to the Legislative Assembly of New Brunswick, at the next Session, for the passing of an Act to incorporate the "Saint John River Boom Company," with power to purchase, build, erect, place and maintain booms, piers and other works in the Saint John River and branches, and on both sides of the Saint John River and branches, and on the Islands in the said River and branches, for the more convenient collecting, picking up, securing and rafting timber, logs, masts, spars, cedars and other lumber floating in or down the River Saint John and branches, and for carrying on, and managing the same, and for carrying on and managing the duties and business of a Boom Company.

Dated at Fredericton this twenty-fifth day of January, A. D. 1907

4ins

WINSLOW & ALLEN,  
Solicitors for Applicants.

NOTICE IS HEREBY GIVEN, That application will be made, at the next Session of the New Brunswick Legislature, to renew, extend and amend the Act incorporating the "Auto Road Company," Chapter 87, 4 Edward VII., and the Act in amendment thereof, Chapter 90, 5 Edward VII.

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J. S. ARMSTRONG,  
for Applicants

### NOTICE OF SALE.

NOTICE IS HEREBY GIVEN, That under and by virtue of the Power of Sale, contained in a certain Indenture of Mortgage, dated the twenty-eighth day of September, A. D. 1897, and made between John J. Dagle and Mary Ann his wife, of the first part, and Sydney DesBrisay, of the second part, and duly recorded in the office of the Registrar of Deeds for the County of Gloucester as number 316, and on pages 607, 608, 609 and 610, of the 41st volume of Records; there will be sold at Public Auction in front of the Court House, Bathurst, N. B., on THURSDAY the eleventh day of APRIL next, (1907), at twelve o'clock, noon, the lands and premises by said mortgage conveyed, and being "The southern one-half of all that piece or parcel of land and premises situate in the Parish of Beresford aforesaid, in the County of Gloucester aforesaid, being the south half of lot number 20 in tier four, west from the Bay Chaleur, in the Settlement of St. Louise, containing fifty acres more or less; the piece of land hereby conveyed containing twenty-five acres more or less, with a reservation of a road or right of way to the said John Fabien Dagle, to be used in Common by him with the said John J. Dagle, to run through the said above described south half of lot No. 20 from a "Bye Road to the north boundary line of the said lot No. 20, said road to be two rods wide;" together with all buildings and improvements thereon, for the purpose of paying the principal and interest secured by said mortgage, default having been made in payment thereof.

Dated this twenty-eighth day of January, A. D. 1907.

9ins

SYDNEY DESBRISAY,  
Mortgagee.