

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, Duncombe 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, Duncombe 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, Duncombe 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 the said moneys to the said Foy, Morgan & Company, by the fraud, misrepresentation and deceit of the said defendants, other than the said James T. White, and that the said Agreements, Promissory Notes and moneys were obtained by the said defendants, other than the said James T. White, from the plaintiffs by fraud, misrepresentation and deceit and for an Injunction Order restraining the said defendants, William L. T. Foy, Charles J. Morgan, Walter des Fontaines Foy, Duncombe 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

To the heirs, executors, administrators and assigns of the late Elizabeth Spahn, late of the City of Fredericton, Widow, Jane M. Spahn, of the same place, deceased, Spinster, Edward Winslow Miller, late of the same place, Esquire, and Elizabeth Miller his wife, and to all others whom it may in any wise concern:

NOTICE IS HEREBY GIVEN, That under and by virtue of a Power of Sale contained in a certain Indenture of Mortgage, bearing date the sixth day of July, in the year of our Lord one thousand eight hundred and sixty-eight, recorded in the York County Records in Book T, No. 2, pages 268 to 271, made between the said late Elizabeth Spahn, Jane M. Spahn, Edward Winslow Miller and Elizabeth Miller, of the one part, and late George E. Fenety, of the other part, which mortgage was assigned by the said late George E. Fenety, Jane M. Spahn and Elizabeth Miller to Julius Inches and John James Fraser, Executors of the last Will and Testament of the late Isabella Brooks, by assignment dated the tenth day of January,

A. D. 1883, recorded in the York County Records, in Book T3, pages 218 to 224, and was also by the said Julius Inches, surviving executor of the last Will and Testament of the said late Isabella Brooks, assigned to the late E. Byron Winslow, by Indenture dated the twentieth day of July, A. D. 1897, recorded in the York County Records, in Book W5, pages 290, 291 and 292; there will, in pursuance of the said power of sale, and for the purpose of satisfying the moneys secured by the said mortgage and the said several assignments thereof, default having been made in the payment thereof, be sold at Public Auction, on SATURDAY the second day of FEBRUARY next, at twelve of the clock, noon, in front of the City Hall in the City of Fredericton, in the County of York, the Lands and Premises described in the said mortgage as follows:—All that certain lot, piece or parcel of land in the City of Fredericton, and described in the deed thereof from Hugh Ferguson and wife to the late Justin Spahn, dated the eighteenth day of April one thousand eight hundred and forty-five, and recorded in Book V of the York County Records, page 619, as all that certain piece or parcel of land situate, lying and being in the Town Plat of Fredericton, known and distinguished as lot number twenty-five, Block number two, containing by estimation one quarter of an acre of ground more or less, and abutted and bounded as follows, that is to say:—On the front or northeast side thereof by Queen Street, on the lower or southeast side by a lot owned and occupied by the late Justin Spahn, and on the upper or northwest side by a lot formerly owned by Ezekiel Sloat. Also a certain lot, piece or portion of land situate, lying and being in the City of Fredericton aforesaid, and described in a deed thereof from James Berton and wife to the said Justin Spahn, bearing date the fourteenth day March, A. D. 1827, recorded in Book K of the York County Records, page 506, as all the north-westerly half of the unnumbered lot of land in Block number two in the Town Plat of Fredericton, heretofore held by George Duncan Berton, under His Majesty's Grant, dated the third day of June, A. D. 1803, situate in the front street of the City of Fredericton, in front thirty-three feet more or less, and in depth one hundred and sixty-three feet more or less, bounded on the southeast by land in the occupation of George Minchin, Esquire, on the southwest by land formerly belonging to the heirs of Lieutenant-Colonel Hailles, on the northwest by land belonging to James Duncan Berton, and on the northeast by the street. Also all the lands and premises fronting on Queen Street in the City of Fredericton aforesaid, owned by the said late Jane M. Spahn and Elizabeth Miller, or either or both of them, or in which they or either of them, or both of them, were in any way interested, together with all and singular the buildings and improvements thereon and the appurtenances thereto belonging.

Dated at Fredericton aforesaid, the twenty-seventh day of October, A. D. 1906.

(Sgd) J. A. WINSLOW,

(Sgd) J. J. F. WINSLOW,

Administrators Estate E. Byron Winslow,

Assignee of Mortgagees.

WINSLOW & ALLEN, Solicitors. 13ins

IN THE SUPREME COURT IN EQUITY.

Between William H. Edgett, on behalf of himself and all other unsatisfied Creditors of Norman F. Jones and John W. Jones who shall come in and seek relief by and contribute to the expenses of this Suit, Plaintiffs;

and

David Steeves, Norman F. Jones and John W. Jones, 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 Norman F. Jones, one of the above named Defendants, does not reside within the Province so that he cannot be served with Summons, and that his place of residence cannot be ascertained by the Plaintiff, and that the above named Plaintiff has good prima facie grounds for filing the Bill against the above Defendants: I do hereby order, that the said Defendant, Norman F. Jones, on or before the fifteenth 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 Plaintiff for a Declaration and Decree that a certain Bill of Sale, transfer or assignment of goods, wares and merchandise, book debts and choses in action of and belonging to the said Norman F. Jones and John W. Jones, made by them to the said David Steeves, dated the tenth day of October, 1906, and all other transfers, or delivery of goods by them to said David Steeves about that time, be declared fraudulent and void as against the Plaintiff and other Creditors as aforesaid, as being made by the said Norman F. Jones and John W. Jones at a time when they were in insolvent circumstances and were unable to pay their debts in full, or as they became due, and knew that they were on the eve of insolvency, with intent to give the said David Steeves, a Creditor of the said Norman F. Jones and John W. Jones, an unjust preference over the Plaintiff and other Creditors of the said Norman F. Jones and John W. Jones, and that this same was and is such unjust preference and may be set aside, and also as having been given with intent to defeat, prejudice, delay and defraud the Plaintiff and other Creditors of the said Norman F. Jones and John W. Jones, and may be declared fraudulent and void and set aside as against the Plaintiff and other Creditors as aforesaid; and for an account of the said goods and chattels, book debts and choses in action received by the said David Steeves, or any one for him and of the proceeds thereof, and for an Injunction Order restraining the said David Steeves from selling, assigning, transferring or incumbering the said goods and chattels, book debts and choses in action and from collecting or getting in the said book debts and choses in action, and for the appointment of a receiver to receive and take possession of all and singular the said goods and chattels, book debts and choses in action, to sell or dispose of the said goods and chattels, and collect or get in the said book debts and choses in action, and for the administration of the proceeds of his goods and chattels, book debts and choses in action and the distribution thereof among the Creditors of the said Norman F. Jones and John W. Jones by and under the directions of this Honorable Court; and unless such an Appearance is so entered, the Bill may be taken pro confesso and a Decree made.

Dated this 24th day of December, A. D. 1906.

(Sgd)

FRED E. BARKER, J. S. C.

E. ALBERT REILLY, Esq.,
Plaintiffs' Solicitor.

11ins