

CANADA

PROVINCE OF NEW BRUNSWICK

Sale of Fishing Leases

CROWN LAND OFFICE,

June 10th, 1908.

THE exclusive right of fishing (with the rod only) in front of ungranted Crown Lands on the undermentioned sections of Restigouche river will be offered for sale at Public Auction at this office at noon on

FRIDAY, 19th JUNE, 1908.

Leases of these Fishing Rights will be governed by existing Regulations and will be for the term of four years from March 1st, 1908.

No.	STREAM.	UPSET PRICE PER ANNUM.
1	From Head of tide up to I. C. R. Bridge	\$100.00
2	Traceys' Brook to Little Cross Point inclusive,	\$1000.00
3	Kedgewick River up to Victoria County line	\$100.00

FISHING REGULATIONS.

To Govern the Sale of Fishing Leases to be Held on the 19th day of June, 1908.

No. 1.---Leases for fishing privileges shall determine on the first day of March in each year.

No. 2.---The leases of any lands conveying fishing privileges shall hold subject to the general rights of passage to and from and upon the lands and water conveyed in such lease or privilege of any person or persons who may occupy the said lands or adjacent lands under licenses from the Crown for lumbering purposes, and further to the general right of passage along and upon the river or stream so leased for logs, lumber, boats and vessels of all kinds.

No. 3.---The lessee holding under such fishery lease shall be subject to all lawful regulations of the Department of Marine and Fisheries, and engages to co-operate with any officer or officers appointed by the Government of New Brunswick or by the Government of Canada, in bringing to light and punishing any offenders against the fishery laws or the regulations made thereunder, or these regulations.

No. 4.---The rental of such fishery leases shall be payable annually, in advance, the first payment to be made on the day of sale, and the subsequent payments on or before the first day of March in each year during the continuance of the lease.

No. 5.---No assignment, transfer or subletting of the premises in said leases mentioned shall be permitted without the written consent of the Surveyor General.

No. 6.---The lease must covenant to exercise all proper precautions against causing fires on the lands and territories leased, or on the adjoining lands, and the said lessee shall be liable for all damages done to the said lands and the timber growing thereon, (such lands being Crown Lands," by himself or by his agents, or those under his control, either from waste or from want of sufficient precaution in lighting, watching over and putting out fires, and the lessee accepts said fishing lease upon the express condition that it shall be incumbent upon him, in case of damage resulting from fire, to prove that all necessary precautions had been taken by himself and those under his control, to prevent such damage as aforesaid.

No. 7.---The lease as above mentioned shall confer upon

the lessee an exclusive right to the possession of the lands and waters therein described, except as is excepted in these regulations, and shall vest in him the exclusive right to fish in the waters thereto adjoining, at such times and in such manner as may be regulated and allowed by any law or statute of the Province of New Brunswick or the Dominion Government, shall be at liberty, at any time, or times, to use thereof.

No. 8.---The Government of the Province shall not be liable or answerable to the lessee for any claim for compensation or indemnity by reason of any error in the description of the boundaries of the premises leased, or by reason of the same embracing any previously granted land, or by reason that any parts of the premises had been included in a lease or leases previously given, or on account of any hindrance to the free use and enjoyment of the rights pertaining to the premises so leased, by the operation of any law enacted by the Parliament of Canada, or by any action of the Federal Government or any person in its employ.

No. 9.---Any person or persons appointed by the Government of the Province as guardians or protectors of the fisheries, or any officer appointed for such purpose by the Dominion Government, shall be at liberty, at any time or times, and from time to time, to enter upon the leased premises for the purpose of inspecting the same and guarding against the infringement of any of the fishing laws or regulations.

No. 10.---Any lessee who shall violate any of the fishery laws, or any regulations made by virtue thereof, or any of these regulations, shall forfeit his lease, and the Surveyor General may thereupon annul the same.

No. 11.---The lessee shall covenant to keep and maintain at his own cost and expense one or more guardians, as the Surveyor General may direct, within the bounds of his lease, for such term as the Surveyor General may deem necessary for the effectual protection of the fisheries in said lease mentioned, and in case of the lessee's neglect or refusal so to do, the Surveyor General shall be empowered to appoint such guardian or guardians and to recover the expense of such appointment and the wages of such guardian, from the lessee by an action at law, or otherwise and in addition thereto may, if he think proper, declare such lease cancelled.

W. C. H. GRIMMER, Surveyor General

Crown Land Office,
Fredericton, N. B., 19th June, 1908.

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NOTICE OF ASSIGNMENT.

TAKE NOTICE that John J. Morrissey, formerly of the City of Saint John, in the Province of New Brunswick, Merchant, pursuant to the provisions of Chapter 141 of the Consolidated Statutes of New Brunswick, intituled "An Act respecting Assignments and Preferences by insolvent persons," did on the Sixteenth day of May, instant, make a General Assignment for the benefit of his Creditors to me, the undersigned, Charles S. Hanington, of the said City of Saint John, Barrister-at-Law, and also that a meeting of the Creditors of the said John J. Morrissey will be held at the Office of the said Assignee at the City of Saint John, aforesaid, on Friday, the 29th day of May, A. D. 1908, at three o'clock in the afternoon, for the appointment of Inspectors, and giving of directions with reference to the disposal of the Estate, and the transaction of such other business as shall legally come before the meeting.

And further take notice, that all Creditors are required to file their claims duly proven with the Assignee within three months from the date of this notice, unless further time be allowed by a Judge of the Supreme or County Court, and that all claims not filed within the time limited, or such further time as may be allowed by any such Judge,

shall be wholly barred of any right to share in the proceeds of the Estate, and the said Assignee shall be at liberty to distribute the proceeds of said Estate as if any claim not filed as aforesaid, did not exist, but without prejudice to the liability of the debtor whatever.

Dated this Twenty-first day of May, A. D. 1908.

CHARLES S. HANINGTON,
Assignee.

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IN THE SUPREME COURT.

NOTICE is hereby given, that upon the application of Daniel D. Landry, of Caraquet in the County of Gloucester, Merchant, I have directed all the estate, as well real as personal, of Philicien Gionet of the Parish of Caraquet, in the County of Gloucester, an absconding, concealed or absent debtor, to be seized, and unless he return and discharge his debts within three months after the publication hereof, such estate will be sold for the payment thereof.

Dated this fifteenth day of April, A. D., 1908.

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(Sgd.) P. A. LANDRY,
J. S. C.