

Angus McMillan, for the Parish of Stanley.  
 John Cowperthwaite, for the Parish of St. Marys.  
 John M. Jones, for the Parish of Douglas.  
 Hedley Jones, for the Parish of Bright.  
 Alex. McNally, for the Parish of Queensbury.  
 Theodore C. D. Lindsay, for the Parish of New Maryland.  
 Louis Stairs, for the Parish of Southampton.  
 Brunswick W. Fox, for the Parish of Kingsclear.  
 George Irvine, for the Parish of Prince William.  
 William Messer, for the Parish of Manners-Sutton.  
 James Piercey, for the Parish of McAdam.  
 Charles F. Boone, for the Parish of North Lake.  
 Thomas Jarvis, for the Parish of Canterbury.  
 Thomas Simmons, for the Parish of Dumfries.

J. K. FLEMMING.

Provincial Secretary's Office,  
 Fredericton, 4th May, 1910.

#### EQUITY SALE.

THERE will be sold at Public Auction at Chubb's Corner, so called, corner of Prince William and Princess Streets, in the City of Saint John, in the City and County of Saint John, in the Province of New Brunswick, on Saturday, the 4th day of June next, at the hour of twelve o'clock noon, pursuant to the directions of a decretal order made in the Supreme Court in Equity, on Friday, the fourth day of March, A. D. 1910, in a suit wherein Horace E. Fawcett, Charles W. Fawcett, and Fred. Ryan, executors of the last will and testament of Charles Fawcett, deceased, are Plaintiffs, and Allen Appleby, Emily M. Appleby, Murray and Gregory, Limited, George M. Holder, Duncan C. Slipp, Andrew Jack and Gerard G. Ruel are Defendants; and by amendment wherein the said Horace E. Fawcett, Charles W. Fawcett and Fred. Ryan, executors of the last will and testament of Charles Fawcett, deceased, are Plaintiffs, and Allen Appleby, Emily M. Appleby, Murray and Gregory, Limited, George M. Holder, Duncan C. Slipp and Gerard G. Ruel are Defendants, with the approbation of the undersigned Referee in Equity, duly nominated and selected by the Clerk in Equity, pursuant to the provisions of Chapter 112 of the Consolidated Statutes of New Brunswick, 1903, (at which sale all parties have leave to bid), the mortgaged lands and premises described in the first paragraph of the Plaintiff's Bill and in the said Decretal Order as:

"All those lots of land, situate, lying and being in the Kemble Manor, so called, partly in King's County aforesaid and partly in Queen's County, and therein known by the number fifty-six and fifty-seven, the said lot number fifty-six containing two hundred and fourteen acres and the lot number fifty-seven containing two hundred and seven acres, more or less, exclusive of an allowance of ten per cent. for roads and waste, as in and by the plan of the said Manor duly recorded in the office of the Surveyor-General of His Majesty's lands in the Province of New Brunswick and in the office of the Registrar of Deeds in and for Queen's County aforesaid, reference being thereunto had may more fully appear, which said lots of land were conveyed by one Stephen Kemble to Edward Jones by deed bearing date the twenty-third day of January, A. D. 1801, duly registered in the office of the Registrar of Deeds in and for the County of King's, in Book G, number one of records, pages 221, 222 and 223; save and except, however, from the said two lots above described a triangular shaped piece of land containing about fourteen acres situate in King's County and lying along the water front of the said two lots, which said piece of land was by his last will (registered in the office of the Registrar of Deeds in and for the said County of Queen's) devised by the aforementioned Edward Jones to one of his sons and lies to the eastward of a line laid down in the said will as follows: "Beginning at an ash tree standing on the west bank of the Saint John River adjoining lands owned by John Thompson and running thence southwesterly to a large rock lying within two rods of my Grist Mill on the northwestern corner, thence westerly to easternmost tree in the garden, thence continuing westerly to a large oak tree on the northerly side of the Mill Pond near the Barn," which said oak tree stands on or near the boundary line dividing lots number fifty-five and fifty-six aforementioned. Also a certain strip of land or roadway, situate in the said County of Queen's, and being part of the Kemble manor property aforesaid and in a deed thereof from one George Whitfield Palmer to the above named Frederick T. C. Burpee, dated the twenty-seventh day of August, A. D. 1889, duly recorded in the office of the Registrar of Deeds in and for the County of Queen's aforesaid, in Book U, number two, pages 410, 411 and 412 is mentioned and described as follows: "All and singular the said road aforesaid, being a strip, piece or parcel of land, part of the said lot number fifty-eight, twenty-four feet in width and some sixteen hundred feet in length, more particularly described as follows—Beginning at a low water mark on the west bank of the river Saint John at about one hundred feet south of where the northerly boundary of said lot number fifty-eight (being the boundary line between lots number fifty-eight and fifty-nine) meets the west bank of the said river, thence running in a southeasterly direction, preserving a width of twenty-four feet, sixteen hundred feet, more or less, or until it strikes and crosses the boundary line between said lot number fifty-eight and lot number fifty-seven." Also certain other piece of land or lands covered with water by said last mentioned deed conveyed and therein described as follows—"All that certain piece or parcel of land covered with water, being a portion of the water front of said lot number fifty-eight, particularly described as follows.—Beginning on the bank of the river Saint John at low water mark at a point where the northerly boundary of said lot number fifty-eight meets the west bank of the said river, thence running in the direction of and continuing the said northern boundary line into the river two hundred and fifty feet, more or less, or into deep water, thence running south parallel to the said bank of the river Saint John at low water mark two hundred feet, thence westerly until it meets the said west bank of the said river

two hundred and fifty feet, more or less, thence northerly along the said west bank at low water mark (connecting incidentally with the road or passageway before mentioned and conveyed) two hundred feet, more or less, to the place of beginning, together with all buildings, erections and improvements thereon or in any manner appertaining thereto, and all and singular the wharves, derricks, winches, tools, wagons and effects now standing or being in or upon the said land or any part thereof or thereto appertaining."

And the mortgaged lands and premises described in the seventh paragraph of the Plaintiff's bill and the said Decretal Order as: "An undivided one-half interest in and to all that lot, piece or parcel of land and premises situate on the northern side of King Street between Germain street and the Market Square, (so called) in King's Ward in the said City of Saint John, comprising the eastern half part of lot number three hundred and ninety-eight and a portion of lot number fifty-one abutting on the rear of such half lot, the two portions of lots being together bounded as follows—Beginning on King Street on the dividing line between the eastern and western halves of said lot number 398, thence running northerly at right angles to King Street along such dividing line one hundred and forty-seven feet eight inches to the northern boundary line of said lot number fifty-one, thence at right angles parallel to King Street along said northern boundary line of lot number fifty-one nineteen feet two inches, thence at right angles and parallel to the first mentioned line forty-seven feet six inches to the rear line of lots fronting on King Street, thence easterly at right angles to the last mentioned line and parallel to King Street eleven inches to the dividing line between lots number 398 and 397, thence southerly at right angles along such dividing line one hundred feet and two inches to the northern side line of King Street, thence westerly at right angles along said northern side line twenty feet one inch to the place of beginning," together with all buildings, erections, edifices, fences, improvements, profits, privileges and appurtenances to the same belonging thereon standing or in any manner appertaining, and all and singular the wharves and wharfing, derricks and winches, blocks and running gear, tools and wagons and all other appliances or effects now standing or being in or upon the said lots of land thereby conveyed or any part thereof or in any way connected with the Granite Quarry opened and operated upon the hereinbefore described lots."

For terms of Sale and other particulars apply to the undersigned Referee or to the Plaintiffs' Solicitor.

DANIEL MULLIN,

Referee in Equity for the City and County of Saint John

A. C. FAIRWEATHER,  
 Plaintiffs' Solicitor.

T. T. LANTALUM, Auctioneer.

11 ins.

#### NEW TIMBER APPLICATIONS.

Crown Land Office, 4th May, 1910.

LICENSES to expire on the 1st August, 1910, for the following Timber Berths, lately under license to W. J. Brait, for the purpose of cutting all classes of lumber will be sold at this office at noon on Wednesday, 18th May inst., the late licensee not having complied with the conditions of the timber regulations.

Upset price, \$20.00 per square mile, in addition to Stumpage.  
 No Refund of Mileage.

Not to interfere with any lots of land now actually occupied and improved to the value of forty dollars, nor with any lots which have been approved of under the "Labor Act," within one year previous to the date of License, nor with any Lots applied for which returns of survey have been received at this office previous to the date of application.

All Timber, Logs or other Lumber cut upon Unlicensed Crown Land or which may be cut by any person beyond the limits of his own Berth shall be seized and forfeited to the use of the Crown; and no Timber or Lumber shall be cut on any Berth applied for until it shall be purchased at Public Auction.

No.	Situation	Sq. M.	Name of late licensee
231	South of Richibucto River; Vacancies in the following Blocks E, ½ Block 2 Range 10 S. ½ Block 3, Range 9, Block 3 Range 8 and N. ½ and S.W. ¼, Block 2, Range 8, excepting granted lands and improved lots.	5	W. J. Brait.
232	Trout Brook Branch Richibucto River. Vacancy in South ½ Block 2, Range 9, not to interfere with surveyed lots.	2	W. J. Brait.
233	Trout Brook Branch of Richibucto River. Vacancy in N. ½ Bk. 1, Range 9, not to interfere with granted lands or surveyed lots.	2	W. J. Brait.
			W. C. H. GRIMMER, Surveyor General.

2 ins.

RUFUS Keiver and Wife, Mortgagors, Lavinia A. Coates, Mortgagee, Georgie Oldfield Keiver, Holder of Mortgage. Land in Cardwell, King's County. Sale at County Court House, Hampton, King's County, May 26th, 1910. See posters at Railway Stations, Hampton, Sussex and Penobscus.

2 ins.

GEORGE PHILLIPS and Sarah Phillips, his wife, Mortgagors. John R. Phillips, holder of Mortgage. Freehold in Carleton County. Notice of Sale given by the above holder of Mortgage. Sale on the twenty-first day of July, A. D. 1910. See advertisement in The Press.

2 ins