

CANADA

PROVINCE OF NEW BRUNSWICK

Sale of Fishing Leases.

CROWN LAND OFFICE, February 23rd, 1910.

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

WEDNESDAY, 9th MARCH, 1910.

Leases of these Fishing Rights will be governed by existing regulations and will be for the term of four years from March 1st, 1910.

No.	STREAM.	UPSET PRICE PER ANNUM.
1	From Heal of tide up to I. C. R. Bridge	\$100.00
2	Tracey's 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 9th day of March, 1910.

- 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 expected 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, due 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 thinks proper, declare such lease cancelled.

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W. C. H. GRIMMER,
Surveyor General.

AGREEMENT

Re Physical Training and Military Drill in Public Schools
of the
Province of New Brunswick.

1. The New Brunswick educational authorities will enforce more generally their existing regulations which prescribe the practice of Physical Training in all public schools, and will further adopt a system of physical training uniform with that of the other provinces of Canada suitable to the age and sex of the pupils, and will encourage the formation of cadet corps and rifle practice among the boys of suitable age, on the understanding that the Militia Department on its part will:
- (a) Provide competent instructors, at convenient places and seasons, in order to enable teachers, both those now employed in New Brunswick and those under training for such employment to qualify themselves to carry out physical training, until such time as the Provincial authorities are prepared to undertake this duty themselves and will also
- (b) Provide a course of instruction at, or under the supervision of, a Military School of Instruction, to qualify all male teachers, who so desire, to instruct cadet corps.
- (c) Also grant an annual bonus to such qualified teachers as actually instruct a cadet corps in advanced military drill and rifle shooting, provided the cadet corps passes a satisfactory inspection, and the teachers make themselves eligible for the bonus by becoming members of the Militia, either by obtaining commissions in a regiment or by becoming members of the Corps of School Cadet Instructors.
- (2) The system of physical training adopted should be such as to lead on naturally, without change to the system of drill in force for the Canadian Militia. The Syllabus of Physical Exercises for British Elementary Schools, with such modi-

fications as may be necessary, will be followed. The instruction given in the schools will be such as is suitable to the age and physical condition of the pupils.

(3) As regards the instruction in physical training of the teachers already employed, there appear to be four centres, at or near which a sufficient number of teachers are employed to enable classes to be formed and carried out in the afternoon or evenings without interference with the ordinary days work, viz: Fredericton, St. John, Moncton, Chatham and possibly a fifth at Sussex or Woodstock, or such places as may be able to assemble forty or more teachers requiring the instruction.

(4) For the benefit of the large number of teachers working out of reach of these centres, it was agreed that such instruction might best be provided during the summer vacation, either at a vacation school held at some central place in the Province, or at the Summer School of Science of the Maritime Provinces, wherever held.

(5) In order to provide for the instruction of those students who are qualifying to become teachers, a course in physical training will be provided at the Normal School, Fredericton.

(6) The Militia Department will provide, until such time as the Provincial authorities are prepared to undertake this duty themselves, the instructors required, dates and places being settled by agreement with the Education Department of New Brunswick.

(7) At the end of each course in physical training, an examination will be held by the Department of Militia and to those competent to instruct in physical training in the public schools, a certificate Grade "B" will be issued.

(8) In future the Education Department will, before granting a teacher's license, require a Grade "B" certificate of physical training.

(9) The Education Department will, within four years,