

IN THE SUPREME COURT IN EQUITY.

Between Elizabeth Hawbolt, Plaintiff; and
Isabella Caulfield, Defendant.

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 the above defendant, Isabella Caulfield, does not reside within the Province, so that she cannot be served with a Summons, and that her place of residence cannot be ascertained by the plaintiff, and that the above named plaintiff has good *prima facie* grounds for filing a Bill against the above defendant, Isabella Caulfield: I do hereby order that the said defendant, Isabella Caulfield, on or before the twenty third day of May next, do enter an appearance in this suit, (if she intend to defend the same), wherein a Bill will be filed against the above named defendant by the above named plaintiff, for the foreclosure of a certain Indenture of Mortgage, dated the twentieth day of November, in the year of our Lord one thousand eight hundred and eighty six, and made between Mary Caulfield, of Chatham, in the said County of Northumberland, and Province of New Brunswick, Widow, of the one part, and Richard Hutchison, of the Parish of Newcastle, in said County of Northumberland, of the other part, and registered in Volume 64 of the Records of the said County of Northumberland, pages 645, 646 and 647, which said Mortgage was assigned by said Richard Hutchison to William L. Germaine, of the City of Saint John, in the City and County of Saint John, Bank Clerk, by Deed dated the fourteenth day of December, in the year of our Lord one thousand eight hundred and eighty seven, and made between the said Richard Hutchison, of the one part, and the said William L. Germaine of the other part, and registered in Volume 65 of the Records of the said County of Northumberland, pages 479 and 480, which said Mortgage was again assigned by the said William L. Germaine to the plaintiff, Elizabeth Hawbolt, by Deed dated the twentieth day of September, in the year of our Lord one thousand eight hundred and eighty nine, and made between the said William L. Germaine, of the one part, and the said plaintiff, Elizabeth Hawbolt, of the other part, and registered in Volume 67 of the Records of said County of Northumberland, pages 97, 98 and 99, and which said Mortgage is now vested in the said plaintiff, Elizabeth Hawbolt, by virtue of such assignments, and for the sale of the mortgaged Lands and Premises mentioned and described the time of payment of sum of money secured by the said Mortgage having elapsed, and the said Isabella Caulfield being entitled to the Equity of Redemption in the said mortgaged lands and premises, the same having been conveyed to her by the said Mary Caulfield, by Deed dated the fourteenth day of August, in the year of our Lord one thousand eight hundred and ninety, made between the said Mary Caulfield, of the one part, and the said Isabella Caulfield, of the other part, and registered in Volume 67 of the Records of said County of Northumberland, page 497; and unless such an appearance is so entered, the Bill may be taken *pro confesso* and a Decree made.

Dated this 14th day of March, A. D. 1892.

JNO. JAS. FRASER, J. S. C.

WARREN C. WINSLOW, Plaintiff's Solicitor.

IN THE SUPREME COURT IN EQUITY.

Joseph H. Slipp, Plaintiff; and

Ronald B. Keith and Annie B. Keith his wife, Charles J. Keith, Administrator of Sarah A. Keith, deceased, Hilyard A. Keith and Agness Keith his wife, Ralph C. Keith and Annie Keith his wife, John B. Dunfield and Hannah G. Dunfield his wife, Abram Perry and Anna M. Perry his wife, W. Coleman Thorne and Robina F. Thorne, his wife, Chesley R. Colpitts and Maggie H. Colpitts his wife, and Charles P. Keith and Joanna Keith his wife.

WHEREAS it is made to appear by affidavit to me, the undersigned, William Henry Tuck, one of the Judges of the Supreme Court, that the above defendants, Ralph C. Keith and Annie Keith his wife, do not reside within the Province, so that

they cannot be served with a Summons, and that their place of residence cannot be ascertained by the plaintiff, and that the above plaintiff has good *prima facie* grounds for filing a Bill against the above named defendants, Ralph C. Keith and Annie Keith his wife: I do therefore hereby order, that the said defendants, on or before the first day of June next, do enter an appearance in this suit, (if they intend to defend the same), wherein a Bill will be filed against the above named defendants by the above named plaintiff, for the foreclosure and sale of the mortgaged Premises mentioned in a certain Indenture of Mortgage dated the 19th day of June, in the year of our Lord 1890, made between Roland B. Keith and Annie B. his wife, of the one part, and George L. Slipp of the other part, and registered in the Office of the Registrar of Deeds in and for King's County in Book V, No. 4, pages 94, 95, 96, 97, and 98, of Records, the 24th day of June, A. D. 1890. And it also appeared by the said affidavit of the said plaintiff that the said George L. Slipp, the Mortgagee, departed this life on or about the 25th day of August, 1890, having made and executed his last Will and Testament, by which he appointed his son, George L. Slipp, and his daughter Annie S. Slipp, his Executors. That the said Annie S. Slipp, after the date of the said Will, and before the death of her said father, intermarried with Joseph T. Barnes. That on the 29th day of September, in the year of our Lord 1890, Letters Testamentary of the said Will were granted by the Probate Court of King's County to the said Executors, George L. Slipp and Annie S. Barnes. That the said Executors, George L. Slipp and Annie S. Barnes, and Joseph T. Barnes her husband, did, by Indenture, dated the 23rd day of January, A. D. 1890, grant, bargain, sell, assign, transfer, and set over unto the said plaintiff, his heirs, executors, administrators and assigns, the said Lands and Premises mentioned in the said Indenture of Mortgage, and the said Mortgage and a Bond given therewith, and the debt thereby secured. That the said Mortgage contained a proviso for the payment of the interest, at the rate of 7 per centum per annum, on the 19th days of June in each and every year, and the principal on the nineteenth day of June, in the year of our Lord 1894, no part of which principal or interest has been paid. That the said Roland B. Keith and Annie B. Keith, did also on the 19th day of June, in the year of our Lord 1890, convey by way of Mortgage the Equity of Redemption in the said Lands and Premises to Sarah A. Keith, for securing the payment of the sum of \$600, and which last mentioned Mortgage is registered in the Office of the said Registrar of Deeds in and for King's County, in Book V, No. 4, 181, 182, 183 and 184, and remains uncanceled thereupon. That after the making and registry of the said last mentioned Mortgage, and before the 9th day of December, in the year of our Lord 1891, the said Sarah A. Keith departed this life without having made or executed any last Will or Testament. That the said defendant, Ralph C. Keith, is a son of the said Sarah A. Keith, deceased, and the defendant, Annie Keith, is the wife of the said Ralph C. Keith.

And unless such appearance is so entered, the Bill may be taken *pro confesso* and a Decree made.

Dated this fifteenth day of March, A. D. 1892.

(Signed) W. H. TUCK, J. S. C.

F. E. MORRIS, Plaintiff's Solicitor.

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