

property of the Crown, and in no case shall be removed from the Berth or brows until payment or security therefor is given to the satisfaction of the 'Lumber Agent.'

13. Any Logs or other Lumber cut within the limits of any License by any trespasser shall, as between the trespasser and Licensee, be deemed the property of the Licensee; and as between the Licensee and the Crown, shall be liable to the rates of Stumpage payable by the terms of such License, and shall be dealt with in the same manner as if the said Licensee, his Executors, Administrators or Assigns, had actually himself or themselves cut the same, and shall be the property of the Crown until the Stumpage is paid or arranged, and shall not be removed until this is done. And the Licensee shall pay or secure the Stumpage of any Logs or other Lumber cut by any trespasser, and may, if he sees fit, bring an action of trespass, trover, or replevin, for such trespass cut Logs or other Lumber, for his own benefit and behoof.

14. Should the Licensee or his Assigns fail to pay or arrange the Stumpage payable in respect of any Logs, Timber or other Lumber as aforesaid, cut within the limits of any License at the time by these Regulations specified, the Crown shall have the right and power to seize and sell at Public Auction for cash the whole or any part of such Logs, Timber or other Lumber, or anything made therefrom, and the Licensee or his Assigns shall be entitled to any balance after deducting Stumpage at the rates payable by the License, and all expenses of seizure and sale.

15. All sums payable as Stumpage dues shall be paid in cash to the 'Lumber Agent,' at the Crown Land Office, on or before the first day of August next after the cutting of the Lumber on which such Stumpage is due; provided however, that in all cases where the Surveyor General may deem advisable, payment of amounts due may be exacted at any time.

16. All Timber Licenses shall be subject to the right of the Lieutenant Governor in Council to increase the mileage on Licenses and the Stumpage on any class of Lumber when deemed expedient, on due notice thereof being given in the *Royal Gazette*; such increase to take effect at and after the date of the next following annual renewal; and also to any further Regulations that may be made by order of the Lieutenant Governor in Council, for the purpose of expeditiously enforcing the payment or adjustment of Stumpage on any Logs or other Lumber cut within the limit described in any License, or otherwise giving effect to or enforcing the conditions of the License.

17. Should any Licensee, either by himself or any one under him, desire to cut and peel Hemlock under his License, it shall be the duty of the said Licensee to notify the Surveyor General in writing, stating that he or his parties intend peeling Hemlock Bark on certain Licenses, giving the numbers thereof. This notice must be given before the peeling commences. Before any Hemlock is cut or peeled from any License, the Licensee shall furnish the Surveyor General in writing with the name of each operator, and also with the mark he shall use, and such operator shall be required to distinctly mark with the mark furnished the Surveyor General, each and every Hemlock Log that he may cut and peel, in order that the Scaler may be enabled to determine the quantity chargeable to each operator. Failure to comply with this Regulation shall cause the Hemlock so cut to be subject to double Stumpage and expenses, and the License shall be thereupon cancelled. In cutting and peeling Hemlock or any other Lumber, the operator is hereby prohibited from cutting any Spruce or Pine Tree for the purpose of skidding, bedding or other similar use, and should any such Spruce or Pine Tree be so cut, each tree shall be reckoned by the Scaler as a merchantable Log, and as such charged against the operator.

18. If any Logs or other Lumber are removed from the Berths or brows without the consent of the 'Lumber Agent,' or with-

out the mark which had been furnished to him, all such Lumber shall be forfeited and the License cancelled.

19. No Spruce or Pine Trees shall be cut by any Licensee under any License, not even for piling, which will not make a log at least 18 feet in length and ten inches at the small end; and if any such shall be cut, the Lumber shall be liable to double Stumpage and the License be forfeited.

20. As a protection to the Government against lands being held under License for speculative purposes, and not operated on, all Licensees shall make such operations annually on the lands held by them under License as may be deemed reasonable by the Surveyor General, and the Surveyor General shall have the power to call upon any Licensee to cut an amount equal to at least (10) Ten M. superficial feet of Lumber for each square mile of licensed land held by him, and may require that such operation or cut shall be made on such blocks of Timber lands held by the Licensee, as the Surveyor General may determine or direct. Should the Licensee prefer to pay the Stumpage that would be due on such quantity of Lumber at 10 M. superficial feet per mile, instead of making the required operation or cut, he shall have the right to do so in any year, on his notifying the Surveyor General to that effect and obtaining his consent thereto; and such charge in lieu of Stumpage shall be payable on or before the first day of August, when such Licenses expire. On failure of the Licensee to comply with any of the foregoing conditions, the Licenses shall be forfeited and the Berths held under them shall become vacant, and be open for application by any other person.

21. If a Licensee have any objection to the scale of the Government Scaler, such objection must be made before the Lumber in question leaves the brows or landing, so that the objection may be investigated before the Logs or Lumber are driven, otherwise no subsequent claim for over-charge of Stumpage can be entertained by the Government.

22. Licensees who have paid their Stumpage dues in full, and have otherwise fully complied with all the conditions of their Licenses, on or before the first day of August in each year, shall be entitled to annual renewals of Licenses for such parts of the ground held by them as may at the first day of July in each year be vacant and unapplied for, on payment of the mileage thereon, at the rate of four dollars (\$4.00) per square mile, payable on or before the first day of August in each year. These renewals of Licenses may be received for a term of twenty four years from the first day of August, A. D. 1894; provided, nevertheless, that no renewal mileage on Licenses shall be received unless all Stumpage dues shall have been fully paid as before provided; also provided, that no License shall be reckoned at less than two square miles, and that each License must be renewed for its full extent or entirely dropped.

23. Should any Licensee fail to renew any Timber License held by him on or before the first day of August in each year, the Berth or limits covered by any such unexpired License, shall be vacant and open for application by any other person, on the conditions mentioned in Section (8) eight of these Regulations.

24. In cutting Sleepers or Railway Ties, the operator must put some distinguishing mark on each Sleeper or Tie, and such mark so to be used shall be furnished to the 'Lumber Agent' in each year, before the operation is commenced; otherwise any Sleepers or Ties cut by any operator shall be subject to double Stumpage.

25. Any person indebted to the Crown Land Department for any sums as Stumpage dues, shall be debarred from making any application for a Timber License, from bidding on the sale of any Timber License, or from having any Timber License issued to him by transfer or otherwise.

NOTICE OF SALE.

To Levina M'Lellan, of the Parish of Canterbury, in the County of York and Province of New Brunswick, wife of John J. M'Lellan, of the same place, Farmer, the said John J. M'Lellan, and all others whom it may 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 eighteenth day of February, in the year of our Lord one thousand eight hundred and ninety one, and made between Levina M'Lellan, of the Parish of Canterbury, in the County of York and Province of New Brunswick, wife of John J. M'Lellan, of the same place, Farmer, and the said John J. M'Lellan of the first part, and Rebecca Evans, of the Parish of Douglas, in the County and Province aforesaid, wife of George D. Evans of the same place, Farmer, of the second part, and duly recorded in Book O 4, of York County Records, pages 192, 193, 194 and 195: there will, for the purpose of satisfying the moneys secured thereby, default having been made in the payment thereof, be sold at Public Auction, in front of the Post Office, in the City of Fredericton, in the said County of York, on Tuesday the twenty fifth day of July next, at twelve o'clock, noon, the Lands and Premises mentioned and described in the said Indenture of Mortgage as follows:—"All that certain lot, piece or parcel of Land situate, lying and being in the Parish of Canterbury, in the County of York aforesaid, and bounded as follows: Beginning at a post standing the south-westerly angle of lot number 11, granted to James Murchie, in

Block Z; thence south eighty six degrees east seventy three chains; thence south fifty four degrees west twenty two chains; thence north eighty six degrees west fifty nine chains; and thence north four degrees east sixteen chains to the place of beginning, containing one hundred acres more or less, and distinguished as lot number one hundred and twelve in Block Z; also all that certain other lot, piece or parcel of land situate, lying and being in the Parish of Canterbury, in the County of York aforesaid, and bounded as follows: Beginning at a post standing on the eastern side of a reserved road at the north-west angle of lot number one hundred and fourteen, granted to William T. Graham, in Block Z; thence running by the magnet along the said reserved road north four degrees east nine chains; thence south eighty six degrees east fifty nine chains; thence south forty five degrees west with a rectangular distance of nine chains to another post; and thence north eighty six degrees west forty eight chains to the place of beginning, containing forty seven acres more or less, and distinguished as lot number one hundred and thirteen in Block Z, and being the same lands and premises conveyed to the said Levina M'Lellan by Orrin A. Crocker and others, by Deed dated the sixteenth day of February, A. D. 1891;" together with all and singular the buildings and improvements thereon, and the privileges and appurtenances to the said premises belonging or in any manner appertaining.

Dated the twentieth day of May, A. D. 1893.

REBECCA EVANS, Mortgagee.
BLACK, JORDAN & BLISS, Sols. for Mortgagee.