

12. Until the Stumpage is paid or arranged for in the manner provided for by these Regulations, all Logs or other Lumber cut within the limits of any License shall be and remain the 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 without 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.


#### IN THE SUPREME COURT IN EQUITY.

Between John Dawson, Plaintiff; and  
William Goodwill, 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 named defendant does not reside within the Province, so that he cannot be served with a Summons, and that his 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 defendant: I do hereby order, that the said defendant, on or before the tenth day of August next, do enter an appearance in this suit, (if he intend to defend the same), wherein a Bill has been filed against the above named defendant by the above named plaintiff, for compelling the performance by the said defendant, according to his agreement, with plaintiff to make title to him of certain lands according to such agreement; and unless such an appearance is so entered, the Bill may be taken *pro confesso* and a Decree made.

Dated this thirty first day of May, A. D. 1893.

(Signed) A. L. PALMER, Judge in Equity.  
CHAS. A. PALMER, Plaintiff's Solicitor.

 Advertisements for the Gazette are required to be forwarded by Mail on TUESDAY, in order to be in time for Wednesday.

#### IN THE SUPREME COURT IN EQUITY.

Before His Honor Judge Palmer,

6th June, A. D. 1893.

Between Bridget A. McLean, Executrix of the last Will and Testament of Arthur McLean, deceased, Plaintiff; and

Elisha W. Case and Maggie A. Case his wife, John E. Porter, James T. Howe, James M. McIntyre, Hiram Brittain and Lucy Jane Brittain his wife, William J. Case, and Ira McLean, Defendants.

ON Motion made this present day into this Court by Mr. Fred. W. Stockton, Solicitor for the Plaintiff in this Court, and on hearing read the Affidavit of Fred. W. Stockton of the service of the Summons in this case upon the above named infant, Ira McLean, and the Affidavit of Finemore E. Morton, Solicitor for the above named Plaintiff, that no appearance has been served upon him for or on behalf of the said infant defendant, Ira McLean, by his next friends or guardian in this suit. I do order that unless the said infant defendant do cause an appearance to be entered in twenty days from the date of this Order, the plaintiff shall be at liberty to prove her case against the said Ira McLean by Affidavit and Documentary testimony.

By the Court.

T. CARLETON ALLEN, Clerk in Equity.