

FISHERY REGULATIONS

To Govern the Sale of Fishing Leases to be held on
THE 24th DAY OF MARCH, 1897.

No. 1.—Leases for fishing privileges shall determine on the first day of March in each year.

No. 2.—The lessee 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 license 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 for 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 sub-letting of the premises in said leases mentioned shall be permitted without the written consent of the Surveyor General.

No. 6.—The lessee 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 damage 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 excepted 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 Canada then in force, or any regulation made by virtue 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 or that may be hereafter 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 think proper, declare such lease cancelled.

A. T. DUNN, Sur. Gen.

CROWN LAND OFFICE,
Fredericton, N. B., 20th Feb. 1897.

APPLICATION FOR LETTERS PATENT.

NOTICE is hereby given, That application will be made by the applicants hereinafter named to His Honor the Lieutenant Governor in Council for the grant of a Charter of Incorporation under the provisions of "The New Brunswick Joint Stock Companies' Act, 1893."

1. The name of the Company is to be "THE NATIONAL MINING AND DEVELOPMENT COMPANY, (Limited)."

2. The objects for which incorporation is sought are:

(a.) To prospect and search for, explore, open, develop, work and maintain gold, silver, copper, coal and iron mines, and mines of every other description, and to carry on the business of mining of every description, including crushing, washing, smelting, reducing and otherwise treating the products of mines; and to acquire, by purchase or otherwise, mine and work, manufacture and make merchantable gold, silver and other ores and deposits, and other minerals and metallic substances and compounds of all kinds, stone, oil, coal, earth, or matters or things whatsoever, and to sell and dispose of the same, or any of the same;

(b.) To purchase and acquire certain mineral lands, leases, licenses and rights over mineral lands in the Province of New Brunswick; and also to purchase and acquire eight certain properties situate in the Province of British Columbia, and being more particularly described as follows:—The "North Star" Mineral Claim, situate in Camp Fairview in the Osoyoos Division of Yale District, the "Victoria" Mineral Claim, situate in the Kettle River Mining Division, the "Mary Ann" Mineral Claim, situate in the Kettle River Mining Division, the "Scott" Mineral Claim, situate in Rock Creek in the Kettle River Mining Division, the "Gold Drop" Mineral Claim, situate in the Trail Creek Mining Division of West Kootenay, the "Charlotte L." the "Margaret S." and "Irma" Mineral Claims, situate on the East Fork of the North Fork of the Salmon River, in the Nelson River Mining Division; and especially to enter into a certain Agreement in that behalf, between Charles Arthur Godson and the said Company, so to be incorporated, and to operate the said Mineral Claims;

(c.) To purchase and otherwise acquire and deal in real and personal property of all kinds, and in particular grants, concessions, leases, options, licenses, or authorities of, and over lands, mines, ores, mineral rights, mineral properties, surveys, and timber rights, buildings, factories, furnaces, plant and machinery, trade marks, easements and privileges, rights of way, water and other rights, in New Brunswick and in British Columbia, and elsewhere in the Dominion of Canada, and any claims against any property, or against any persons, or Company, and either solely or jointly with others to pay for any such properties and things either in shares of the Company, or partly in cash, and partly in shares, or otherwise;

(d.) To construct, carry out, maintain, improve, alter, manage, work, control, and superintend any trails, roads, ways, tramways, bridges, walls, reservoirs, water courses, aqueducts, wharves, furnaces, sawmills, crush works, hydraulic works, telegraphs, telephones, gas works, factories, machinery, warehouses, ships, vessels and other works and conveniences which may seem directly or indirectly conducive to or expedient and useful for any of the purposes of the Company; and to contribute to, subsidize or otherwise aid or take part in any such operations;

(e.) To use steam, water, electricity, or any other power, as a motive power or otherwise;

(f.) To improve, manage, develop, lease, mortgage, sell, dispose of or otherwise deal with all or any part of the property and rights of the Company, (including the granting of powers to work any mines or claims or patents of Company), upon any terms, and with power subject to the provisions of Section 73 of the above mentioned Act; to accept as a consideration therefor, any shares, stocks, debentures or securities of any other Company;

(g.) To acquire by purchase, lease, license, or otherwise, absolutely or conditionally, the rights of either generally or exclusively over any area or areas of or in all or any patent rights or processes, or mechanical or other contrivances, useful or supposed to be useful, for any of the purposes of the Company, and to deal with and dispose of the same, or any interest therein respectively;

(h.) To enter into any agreement for sharing profits, union of interests, or co-operation with any person or Company carrying on or about to carry on any business or transaction capable of being conducted so as to benefit the said Company;

(i.) To purchase or otherwise acquire and undertake all or any part of the business, property and liabilities of any person or Company carrying on any business which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company;

(j.) To pay out of the funds of the Company all expenses of or incidental to the formation, registration and advertising of the Company, and to remunerate any person or Company for services rendered, or to be rendered, in placing of the shares in the Company's capital, or any debentures or other securities of the Company, or in or about the formation or promotion of the Company, or the conduct of its business.

3. The operations of the Company are to be carried on in the Provinces of New Brunswick and British Columbia and elsewhere in the Dominion of Canada, and the Office or chief place of business of the Company is to be established at Rothesay, in the County of King's, in said Province of New Brunswick.

4. The amount of the Capital Stock of the said Company is to be One million dollars, divided into one million shares of One dollar each, of which five hundred and fifty thousand shares are actually subscribed.

5. The shareholders in the said Company are to be exempt from personal liability for calls upon stock, or for the obligations of the Company, under the terms of an Agreement between Charles Arthur Godson and the said Company, to be entered into hereafter and duly filed with the Honorable the Provincial Secretary for the Province of New Brunswick.

6. Permission will be sought to hold the annual meetings of the Company and special meetings of the Directors, and also of the shareholders of the Company, outside the Province of New Brunswick.

The names in full, and the addresses and calling of each of the applicants are:—Alexander A. Allan, of the City of Toronto, in the County of York and Province of Ontario, Wholesale Merchant; Andrew Darling, of the same place, Wholesale Merchant; Frederick Wyld, of the same place, Wholesale Merchant; John Flett, of the same place, Wholesale Merchant; Reuben Millichamp, of the same place, Wholesale Merchant; Alexander Ansley McMichael, of the same place, Vice-President (The James Robertson Company, Limited); Alfred D. Benjamin, of the same place, Wholesale Merchant; Hugh Scott, of the same place, Underwriter; James Pearson, of the same place, Barrister; and Charles Arthur Godson, of the City of Victoria, in the Province of British Columbia, Manufacturers' Agent; who are to be the first Directors of the said Company.

Dated at Toronto, the 26th day of February, A. D. 1897.

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T. ERNEST GODSON,
Solicitor for Applicants.