

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.

DIAMOND DRILL.

THE ATTENTION of the Government having been frequently called to the importance of aiding in developing the Mineral resources of the Province, they have it in contemplation to purchase a Diamond Drill early in the year 1897, for the use of persons who may wish to carry on prospecting operations.

All persons who may require the use of the said Drill are hereby notified that application for the same may be made to the undersigned.

All applications will be filed in the order in which they are received, and considered by the Governor in Council.

Parties using the Drill will pay all expenses of operating the same, and will be subject to such conditions as may be prescribed by the Governor in Council.

A. T. DUNN,
Surveyor General.
CROWN LAND OFFICE,
Fredericton, N. B., 29th August, 1896. tf

IN THE SUPREME COURT IN EQUITY.

Between Patrick Ewing, Plaintiff; and
Susan H. Hamilton Bell, John Hamilton Bell, and George H.
Hamilton Bell, Defendants.

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 George H. Hamilton Bell, one of the above defendants, 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, George H. Hamilton Bell, on or before the second day of June next, do enter an appearance in this suit (if he intend to defend the same), wherein a bill will be filed against the above named defendants by the above named plaintiff, for the foreclosure of a certain Indenture of Mortgage, dated the twenty-fifth day of January, A. D. 1867, and made by one Mary E. Bell, since deceased, to the said Patrick Ewing, the plaintiff, and for the sale of the lands and premises described in said Indenture of Mortgage, and unless such an appearance is so entered, the bill may be taken pro confesso and a decree made.

The above defendant, George H. Hamilton Bell, is a necessary party to this suit, by reason of his having a contingent remainder in the premises described in the above Mortgage under the last Will of the said Mary E. Bell, deceased.

Dated this 12th day of March, A. D. 1897.

(Sgd) FRED. E. BARKER, J. S. C.
J. R. ARMSTRONG, Plaintiff's Solicitor.

(INDORSED.)

The plaintiff claims \$1,200, for principal on the within mentioned mortgage, and \$68.90 for balance of interest from the 16th day of June, A. D. 1890, to the date of this Order for Appearance.

Dated the 12th day of March, A. D. 1897.

(Sgd) J. R. ARMSTRONG,
10ins Plaintiff's Solicitor.

In the matter of the Estate of James R. Ayer, of
Sackville, in the County of Westmorland, and
Province of New Brunswick.

THE undersigned, as Assignees of the Estate of the said James R. Ayer, hereby give notice that a meeting of the Creditors of the said James R. Ayer will be held at the Store where he lately carried on business, at Sackville aforesaid, on

THURSDAY the eighteenth day MARCH instant,

at the hour of two o'clock in the afternoon, Standard Time, for the appointment of Inspectors and giving directions with reference to the management and disposal of the said Estate.

Dated this 9th day of March, A. D. 1897.

1in WILLIAM OGDEN, } Assignees.
F. McDUGALL, }

NOTICE OF ASSIGNMENT IN TRUST.

JAMES L. HAYDEN, of the City of Saint John, Manager of the Father Murphy Gold Cure, has made an assignment to the undersigned for the benefit of his creditors. The Deed of Assignment may be inspected and executed at the Office of Messrs. Quigley & Mullin, Ritchie's Building in said City. Creditors are requested to file claims at said office.

Dated at Saint John, N. B., the 13th day of March, A. D. 1897.

1in R. F. QUIGLEY, Trustee.

NOTICE IS HEREBY GIVEN, That James R. Ayer, of Sackville, in the County of Westmorland and Province of New Brunswick, Manufacturer, has this day made an assignment, for the benefit of his Creditors, to the undersigned, William Ogden and Fulton McDougall, both of Sackville, in said County of Westmorland, and that the said deed of assignment is now in the hands of the said Fulton McDougall, at Sackville aforesaid, for inspection and execution by Creditors.

Dated March 8th, 1897.

2ins WILLIAM OGDEN, } Assignees.
FULTON McDUGALL, }

In the County Court of Westmorland.

NOTICE IS HEREBY GIVEN, That upon the application of Theodore Langis, I have directed all the Estate, as well real as personal, of Eli M. Goguen, of the Parish of Saint Mary, in the County of Kent, and Province of New Brunswick, Farmer, an absent debtor, to be seized; and unless he return and discharge his debts within three months after the publication hereof, such Estate will be sold for the payment thereof.

Dated March 9th, A. D. 1897.

W. W. WELLS, J. C. C.
E. GIROUARD, Attorney for Applicant. 13ins

NOTICE.

ALL ADVERTISEMENTS must be prepaid before insertion. Observance of this Rule will be insisted upon in all cases, and unless the advertisement is accompanied by the cash, the advertisement will not be inserted. In cases where the amount cannot be ascertained before remitting, a sufficient sum must be forwarded to cover insertion, and any surplus will be returned.

R. W. L. TIBBITS, Queen's Printer.