

CANADA — PROVINCE OF NEW BRUNSWICK.

SALE OF FISHING LEASES.

CROWN LAND OFFICE, Fredericton, N. B., June 5th, 1912.

THE EXCLUSIVE RIGHT of Fishing (with rod only), in front of the ungranted Crown Lands on the following Streams will be offered for sale at Public Auction, at this Office, at 11 o'clock a. m., on

WEDNESDAY, THE 26th DAY OF JUNE, A. D. 1912.

Leases of these Fishing Rights will be governed by existing Regulations, and will be for the term of FIVE (5) years from the first of March, 1912, as mentioned below.

No.	Streams.	Upset Price per annum.
Restigouche River—Five Year Leases—To expire 1st March, 1917.		
9.	From $\frac{1}{4}$ of a mile above Little Cross Point to Quatawamkedgewick River	\$1,000.00 Salmon
11.	Quatawamkedgewick River and Branches in New Brunswick	50.00 "

FISHERY REGULATIONS—TO GOVERN THE SALE OF FISHING LEASES, TO BE HELD ON THE 26th JUNE, 1912.

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 of such fishery leases shall be payable annually, in advance, the first payment to be made on the date 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 lessees shall be liable for all damage done to the said lands and timber growing thereon (such lands being Crown Lands), by himself or 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 the Province of New Brunswick, or the Dominion of Canada, then in force, or any regulations 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 of the 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.

Crown Land Office, Fredericton, N. B., June 5th, 1912.

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J. K. FLEMING,
Surveyor General.

CERTIFICATE OF CO-PARTNERSHIP.

WE, the undersigned, John P. McTomney, of the Town of Bathurst, in the County of Gloucester, and in the Province of New Brunswick, Plumber and Tinsmith, and Francis J. Foley, of the same place, Plumber, do hereby certify and give notice unto all to whom it doth or may concern, as follows:

1. That we have this day entered into a general co-partnership.

2. That the name under which the said co-partnership is to be conducted is "McTomney & Foley."

3. That the general nature of the business intended to be transacted by such co-partnership is that of General Tinsmithing, Plumbing and Heating Business and everything incidental and appurtenant to such business.

4. That the names and respective places of residence of the different partners are as above set forth, and that the business is to be carried on within the County of Gloucester, with headquarters and chief place of business at Bathurst aforesaid, in the County and Province aforesaid.

Dated at the Town of Bathurst, in the County of Gloucester, in the Province of New Brunswick, this fifteenth day of June, A. D. 1912.

(Signed) JOHN P. McTOMNEY (Seal)

(Signed) FRANCIS J. FOLEY (Seal)

Signed, sealed and made in the presence of—

(Signed) JNO. J. HARRINGTON.

PROVINCE OF NEW BRUNSWICK.

COUNTY OF GLOUCESTER, S. S.:

I, John J. Harrington, a Notary Public in and for the said Province of New Brunswick, duly appointed, commissioned and sworn, residing and practising at Bathurst in the County and Province aforesaid, do hereby certify that on this fifteenth day of June, A. D. 1912, at Bathurst aforesaid, before me, the said Notary, personally came and appeared John P. McTomney and Francis J. Foley, whose names are subscribed to the foregoing certificate of co-partnership, and severally acknowledged and declared that they did each sign, seal and make the said certificate of co-partnership for the uses and purposes therein set forth and contained.

In faith and testimony whereof, I, the said Notary Public, have hereunto set my hand and affixed my Notarial Seal the day and year first above written in the said Certificate.

(L.S. copy)

(Signed) JNO. J. HARRINGTON,
Notary Public, New Brunswick.

I, Samuel Melanson, of Bathurst, in the County of Gloucester, in the Province of New Brunswick, Registrar of Deeds, in and for the said County, do hereby certify that the foregoing writing is a correct and true copy of a certain Certificate of Co-partnership bearing date the fifteenth day of June, A. D. 1912, and filed in the Records of the County of Gloucester this Seventeenth day of June, A. D. 1912.

(L.S.)

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SAMUEL MELANSON,
Registrar of Deeds.