

- 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 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 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.

J. K. FLEMMING, Surveyor-General.

4 ins

Crown Land Office, Fredericton, N. B., February 21st, 1912.

NOTICE OF SALE.

To James W. Howard, of the Parish of Andover, in the County of Victoria, and Province of New Brunswick, Telegraph Operator, and Evelyn Howard, his wife, and all others whom it may in anywise concern:

THERE will be sold at public auction in front of the office of J. J. Gallagher, Barrister-at-Law, on Broadway, in the Town of Grand Falls, in the said County of Victoria, on Wednesday, the Fifteenth day of May next, at the hour of two of the clock in the afternoon: All that piece or tract of land situate, lying and being in the Parish of Drummond, in the County and Province aforesaid, and described as follows:

"All that tract or piece of land situate, lying and being in the Parish of Drummond, in the County of Victoria, in the Province of New Brunswick, in our Dominion of Canada, containing by admeasurement five acres, be the same more or less, composed of Lot number fifteen (15), situate in the Parish of Drummond, in the County of Victoria aforesaid, as shown on a plan of the sub-division of the Ordinance property at Grand Falls, Victoria County, N. B., prepared by Dominion Land Surveyor Charles E. Beckwith, and of record in the Department of the Interior."

Together with all and singular the buildings and improvements thereon.

The above sale will be held under and by virtue of a Power of Sale contained in a certain Indenture of Mortgage bearing date the Fourth day of December, in the year of our Lord one thousand nine hundred and ten, and registered in the office of the Registrar of Deeds in and for the said County of Victoria, in Book J. No. 1, of said Records, on pages 93, 94 and 95, under official number 14924, the eleventh day of March, A. D. 1911, and made between the said James W. Howard and Evelyn Howard, his wife, of the one part, and the undersigned, William Pirie, of the Town of Grand Falls, in the County and Province aforesaid, Hotel Keeper, of the other part, default having been made in the payment of the moneys thereby secured.

Dated this seventeenth day of January, A. D. 1912.

J. J. GALLAGHER,

Solicitor for Mortgagee.

WILLIAM PIRIE,

14 ins

Mortgagee.

NOTICE OF MEETING.

NOTICE is hereby given, that a general meeting of the shareholders of The Nepisquit Real Estate and Fishing Company, Limited, will be held at the office of George Gilbert in Bathurst, in the Province of New Brunswick, on Thursday, the twenty-second day of March next, at the hour of ten o'clock in the forenoon, for the purpose of electing directors of the Company, and for the purpose of authorizing the sale of the Company's riparian rights to the water power at the Great Falls on Nepisquit River, and all the lands of the Company on Nepisquit River, except the club houses and lands used in connection therewith, and the other water power rights on the river, and fishing rights on the river, and sufficient lands for club houses and for use in connection therewith, and for enjoyment of the fishery; such sale to be made to The Bathurst Lumber Company, Limited. Also, for the purpose of giving an option for ten years to the Bathurst Lumber Company, Limited, to purchase the other water powers of the Company on Nepisquit River, or the rights of the Company to all such water powers; also for the purpose

of making a by-law of a new allotment of pools between the shareholders of the Company.

By order of Walter Hunnewell and R. Keltie Jones, directors of the Company.

Dated the eighth day of February, 1912.

GEORGE GILBERT,

Secretary.

4 ins

CROWN LAND OFFICE, February 7th, 1912.

THE FOLLOWING LOTS of Vacant Crown Land will be offered for sale at this Office on Tuesday, the 5th of March, 1912, commencing at noon. All improvements to be paid for at the time of sale, or as soon thereafter as the Surveyor General determines the present value thereof.

Upset price per acre \$1.00 (unless otherwise mentioned) in addition to expenses of survey.

Not to interfere with the right to cut timber or other lumber under licenses applied for previous to the application for the land if already surveyed, or if not surveyed, previous to the receipt of the return of survey at this office.

WESTMORLAND.

95 acres, Lot No. 3, northern part, southern side Cocagne River, west of MacLachlan Road—Francis P. Murphy. Upset price \$2.00 per acre.

VICTORIA.

96 acres, Lot 15, Range 3, New Denmark South—Benjamin Kilburn. Upset price, \$2.00 per acre.

J. K. FLEMMING,

Surveyor General.

5 ins

IN THE RESTIGOUCHE COUNTY COURT.

NOTICE is hereby given, that upon the application of Phileas Poirier, I have directed all the estate, as well real as personal, of Felix J. LeBlanc, in the County of Restigouche, of the Town of Campbellton, in said County, Hotel Keeper and Trader, an absconding or concealed 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 this second day of January, A. D. 1912.

HENRY F. McLATCHY,

Judge of the Restigouche County Court.

W. A. TRUEMAN,

Attorney for Applicant.

13 ins

PROBATE COURT OF NORTHUMBERLAND COUNTY.
—ESTATE OF JOHN LYONS.

SALE of Freehold in Northumberland County under license issued by the Probate Court of Northumberland. Sale on the thirtieth day of March, A. D. 1912. See advertisement in the "Commercial," Chatham, N. B.

ALEXANDER LYONS,

ROBT. MURRAY,

Proctor.

2 ins

Administrator.