

Including Nictau and Nepisiguit Lakes 800.00

Fishing Leases issued under the sale of April 7th, 1932, shall include and be subject to the following conditions:

- 1st. The Lessee shall, under this Lease, have the right to fish with rod and line in the main or known as "Surface Fly Fishing," and in no other manner whatsoever.
- 2nd. The Lessee covenants to pay the first year's rental at the time of sale, and to pay each subsequent year's rental during the continuance of this lease, on or before the first day of March in each year, otherwise the Lease may be annulled by the Minister of Lands and Mines, and the lands again put up to sale; and in the event of the annulling of this Lease as aforesaid, the said Lessee shall still be liable at the suit of His Majesty, for said annual rental and the expenses of any new sale as aforesaid.

3rd. The Lessee of the lands conveying fishing privileges under this Lease covenants to hold the said lands and privileges subject to the general rights of passage to and from and upon the lands and waters conveyed in this Lease, of any person or persons who may hold adjacent lands under grant, or under license from the Crown for lumbering or other necessary purposes, and further to the general right of passage along and upon the river or stream herein leased, for logs, lumber, boats and vessels of all kinds, and subject to all right reserved by Acts of Assembly, or any regulation made thereunder.

4th. It is hereby covenanted and agreed by said Lessee that this Lease shall not be assigned, transferred or sub-let without the consent, in writing, of the Minister of Lands and Mines, first had and obtained.

5th. The said Lessee hereby covenants and agrees to keep and maintain, at his, or if an incorporated company at its, own charge and expense, one or more efficient guardians, as the Minister of Lands and Mines may direct, within the bounds of this Lease, for such term as the Minister of Lands and Mines shall 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 Minister of Lands and Mines 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; and further, that he, or said incorporated company, shall be answerable for damages done to the lands and the timber growing thereon, or on adjoining lands, either by himself, said company, his or its agents or person under his, or said company's control, either from waste or from want of sufficient precaution in lighting, watching over or extinguishing fires, it being incumbent on the Lessee, in case of damage caused by fire, to prove that such precautions have been taken, and that such damage was not caused through his, or said company's negligence or that of his, or said company's agents or employees.

6th. It is hereby agreed and understood by and between the parties hereto that if in consequence of any incorrectness of map, or in the description of the premises hereby leased 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, or other error or cause whatsoever, this Lease is found to comprise granted lands, or lands included in a Lease of prior date, the Lease here granted shall be void in so far as it interferes with a previous grant or Lease of prior date; and the said Lessee holding hereunder shall have no claim for indemnity or compensation therefor, against the parties of the first part to this Lease.

7th. It is hereby further covenanted and agreed that 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 Gov-

ernment shall be at liberty at any time or times, and from time to time, to enter upon the premises comprised in this Lease for the purpose of inspecting the same and guarding against the infringement of any of the fishing laws or regulations; and the Minister of Lands and Mines, and the party accompanying him, for the purpose of inspection, shall have the right to fish within the limits of this Lease.

8th. It is hereby further agreed that if the above named Lessee shall violate any of the Dominion or Provincial Fishery Laws or the regulations made thereunder, he shall forfeit this Lease, and the Minister of Lands and Mines may annul the same.

9th. It is hereby further agreed that the Lessee shall not fish or permit any other person to fish within the bounds of this Lease until such license fees as are fixed by the Lieutenant-Governor-in-Council have been paid.

10th. The Lessee shall be subject to all lawful regulations of the Department of Marine and Fisheries, and the Department of Lands and Mines 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.

11th. The Lessee covenants to transmit to the Minister of Lands and Mines a statement of the quantity and weight of each species of fish caught within the limits of this Lease as soon as possible after the close of every fishing season, and any Lessee who fails to make such returns when requested to do so or who makes an inaccurate return shall at the option of the Minister of Lands and Mines, forfeit this Lease and the same shall be null and void.

Auction Regulations

1. Order in which Leases will be offered for sale:

1. The leases are numbered from one (1) to fifty-seven (57) inclusive. The numbers will be drawn for and offered for sale in the order drawn.

2. Immediately after a lease is knocked down the successful bidder must give the name of the purchaser and must also make payment of the amount bid in cash or by certified cheque immediately. The original lease will then issue to the purchaser named.

3. If any purchaser fails to comply with the above condition regarding payment, the lease will be put up for sale forthwith and sold to a new purchaser.

LEONARD P. D. TILLEY,
Minister of Lands and Mines,
Department of Lands & Mines,
Fredericton, N. B., Canada,
February 10th, 1932. 4in.

NOTICE

In the matter of the Winding-Up Act, and in the matter of Sussex Silver Black Fox & Fur Company, Limited.

Notice is Hereby Given that on the second day of November 1931 an Order for the Winding-Up of the above-named company was made by His Lordship Chief Justice Hagen, and that on the sixteenth day of November 1931 by Order of His Lordship Chief Justice Hazen the undersigned, James Percival Atherton was appointed Curator of the said Company.

Notice is Hereby Given to all persons owing the said Company to pay their debts to the undersigned Curator forthwith, and notice is also given to all creditors of the Said Company to file with the undersigned Curator their claims against the said Company, verified by oath, within three months from the eighteenth day of November, 1931.

Dated the sixteenth day of November, A. D. 1931.

(Sgd.) J. P. ATHERTON,
Sussex, N. B.
Curator of the Sussex Silver Black Fox & Fur Company, Limited.

12 in.

Sheriffs' Sales

There will be sold at Public Auction at the Court House at Richibucto, in the County of Kent and Province of New Brunswick, on Monday, the Twenty-Ninth Day of February, A.D. 1932, at the hour of two o'clock in the afternoon, all the right, title and interest of Zachariah Richard in and to the following pieces, parcels and lots of land, described as follows.

All those certain lots, pieces and parcels of land and premises, situate in the Parish of Wellington, in the County of Kent and Province of New Brunswick, bounded and described as follows:

First Lot—Bounded on the North by lands of Olivier Perry; on the West by lands of Thomas Belliveau; on the South by lands of Simon Bastarache and on the East by lands presently occupied by Joseph Richard and Zachariah Richard, containing fifty acres more or less, which said lot of land was formerly owned and occupied by Dosithe Richard, father of said Zachariah Richard.

Second Lot—Bounded on the North by lands of Xavier Allain; on the West by the lot of land hereinbefore mentioned and described; on the South by lands of Joseph Richard and on the East by the Public Highway leading from Buctouche to Buctouche Bay, containing fifty acres more or less, formerly owned and occupied by the said Dosithe Richard, father of the said Zachariah Richard. Save and Except a portion thereof heretofore conveyed by said Zachariah Richard to G. B. Fenwick.

The same having been seized and taken by me under and by virtue of an execution issued out of the Supreme Court, King's Bench Division, wherein the said Zachariah Richard is Defendant, and Albert Robichaud is Plaintiff.

Dated at Richibucto in the County of Kent and Province of New Brunswick, this twenty-second day of January, A.D.

1932.
5ins. PLACIDE BABIN,
Sheriff, County of Kent.

Delinquent Taxes

Notice is Hereby Given that unless the undermentioned Rates and Taxes assessed in School District No. 9, Parish of Wellington, County of Kent and also Rates and Taxes assessed in District No. 3 Parish of Wellington County of Kent, for county purposes, with expenses of advertising are paid to me within two months after the first publication of this Notice, the real estate of such ratepayer may be sold or other proceedings taken for the recovery of said taxes.

ALYRE G. JOILLET
School Tax.

1926-1927	4.30
1927-1928	4.84
1928-1929	4.60
1929-1930	5.60
1930-1931	5.70

TOTAL \$24.94

County Tax:

1924-1925	4.56
1925	3.44
1926	3.90
1927	5.55
1928	5.16
1929	4.36
1930	4.59
1931	4.25

TOTAL \$35.81

DAMIEN B. LeBLANC,
Secretary to School Trustees,
District No. 9, St. Edouard,
Kent County.

ONESIME JOILLET,
Collector of Rates, District No.
3, Parish of Wellington, County
Kent, N. B. 10 ins.

Notice is Hereby Given that unless the undermentioned Rates and Taxes assessed in School District No. 3, Parish of Northfield, County of Sunbury, with expenses of advertising are paid to me within two months after the First Publication of this Notice the Real Estate of such Ratepayer