

actual cash value with proper deduction for depreciation, however caused and shall in no event exceed what it would cost to repair or replace the automobile or any part thereof with material of like kind and quality; provided that in the event of any part of the automobile being obsolete and out of stock, the liability of the insurer in respect thereof shall be limited to the value of such part at the time of loss or damage not exceeding the maker's last list price.

(4) In the event of disagreement as to the nature and extent of the repairs and replacements required, or as to their adequacy, if effected or as to the amount payable in respect of any loss or damage such questions shall be determined by appraisers before recovery can be had hereunder, whether the right to recover on the policy is disputed or not and independently of all other questions.

(5) The insured and the insurer shall each select one appraiser, and the two so chosen shall then select a disinterested umpire. Thereafter the two appraisers together shall estimate or appraise the loss on damage stating separately sound value and damage, or determine the adequacy of such repairs or replacements, and failing to agree, shall submit their differences to the umpire.

(6) In case either party fails to name an appraiser within seven clear days after being served with written notice so to do, or in case the appraisers fail to agree upon an umpire within fifteen days after their appointment or in case an appraiser or umpire refuses to act or is incapable of acting or dies, a Judge of a Supreme or County Court having jurisdiction in the county or district in which the appraisal is to be made may appoint such appraiser or umpire on the application of the insured or of the insurer.

(7) An award in writing of the two appraisers, or of one appraiser and the umpire, shall determine the nature and extent or adequacy of the repairs and replacements made or required, or the amount of such loss or damage.

(8) Each party shall pay the appraiser selected by him, and shall bear equally the other expenses of the appraisal and of the umpire.

6. Neither the insurer nor the insured shall be deemed to have waived any term or condition of this policy by any act relating to the appraisal or to the delivery and completion of proofs of loss, or to the investigation or adjustment of the claim.

7. The insurer shall be permitted at all reasonable times to inspect the automobile and its equipment.

8.—(1) If the insured named in the policy has or places any additional or other valid insurance of his interest in the subject matter of the contract or any part thereof, the insurer shall be liable only for its rateable proportion of any loss or damage.

(2) Where by any other valid insurance indemnity is provided for a claim under this policy against a person not named herein but insured hereby, the insurer shall only be liable under this policy, in respect of any such claim to the extent of any deficiency in the amount of such other insurance of such claim, not exceeding in any event the limits of liability of the insurer under this policy.

9.—(1) An insurer shall pay the insurance money for which it is liable under a contract within sixty days after the proof of loss has been received by it, or where an appraisal is had under statutory condition 5, within fifteen days after the award is rendered by the appraisers.

(2) The insured may not bring an action to recover the amount of a claim under the policy unless the requirements of statutory conditions 4 and 5 are complied with nor until the amount of the loss has been ascertained as therein provided, or by a judgment against the insured after trial of the issue or by agreement between the parties with the written consent of the insurer.

(3) Every action or proceeding against an insurer under a contract in respect of loss or damage to the automobile shall be commenced within one year next after the happening of the loss and not afterwards, and in respect of loss or damage to persons or property shall be com-

menced within one year next after the cause of action arose, and not afterwards.

10. Notice of claim may be given and proofs of claim may be made by the agent of the insured named in the policy in case of absence or inability of such insured to give the notice or make the proof, such absence or inability being satisfactorily accounted for, or in the like case or if such insured refuse to do so, by a person to whom any part of the insurance money is payable.

11.—(1) The policy may be cancelled at any time at the request of the insured named therein, and the insurer shall, upon surrender of the policy refund the excess of paid premium above the customary short rate premium for the time the policy has been in force.

(2) This policy may be cancelled at any time by the insurer giving to the insured named in the policy fifteen days' notice in writing of cancellation by registered post, whether registered within or without Canada or five days' notice of cancellation personally delivered and refunding the excess of paid premium beyond the pro rata premium for the expired time. Repayment of excess premiums may be made by money, post office order, postal note or cheque. Such repayment shall accompany the notice, and in such case the fifteen days above mentioned shall commence to run from the day following the receipt of the registered letter at the post office to which it is addressed.

12. Any written notice to the insurer may be delivered at or sent by registered post to the chief agency or head office of the insurer in this province. Written notice may be given to the insured named in the policy by letter personally delivered to him or by registered letter addressed to him at his last post office address notified to the insurer, or, where no address is notified and the address is not known addressed to him at the post office of the agency, if any, from which the application was received. In this condition the expression "registered" shall mean registered within or without Canada.

Regulations in Lieu of Section 118 of The Motor Vehicle Act

1.—(1) Form of Policy. A motor vehicle liability policy referred to in Part 2 of the Motor Vehicle Act shall be in the form prescribed by The Automobile Insurance Regulations 1932, for an owner's policy or a driver's policy, as the case may be, and approved thereunder by the Attorney General or Deputy Attorney General for the purposes of Part 2 of the Motor Vehicle Act.

(2) Filing of Certificate. Any insurer which has issued a motor vehicle liability policy shall as and when the insured may request, deliver to him for filing or file direct with the Registrar, a certificate for the purposes of Part 2 of The Motor Vehicle Act.

(3) Certificate Conclusive. A certificate filed with the Registrar for the purposes of this Part shall be deemed to be conclusive admission by the insurer that a policy has been issued in the form prescribed by sub-section 1 and in accordance with the terms of the certificate.

(4) Notice of cancellation of insurance. Every insurer shall notify the Registrar of the cancellation or expiry of any motor vehicle liability policy for which a certificate has been issued to the Registrar under this Part, at least ten days before the effective date of such cancellation or expiry and in the absence of such notice of cancellation or expiry, such policy shall remain in full force and effect.

(5) Notice of accidents involving non-residents. Where a person, who is not a resident of New Brunswick, is a party to an action for damages arising out of a motor vehicle accident in New Brunswick for which indemnity is provided by a motor vehicle liability policy, the insurer named in the policy shall, as soon as he has knowledge of the action from any source, and whether or not liability under such policy is admitted notify the Registrar in writing, specifying the date and place of the accident and the names and addresses of the parties to the action and of the insurer, which notification shall be open to inspection by parties to the action.

(6) Refusal of certificates. Notwithstanding anything in this Part contained, the Registrar may decline to accept as proof of financial responsibility the cer-

tificates of any insurer which fails to comply with the provisions of sub-section 5.

Letters Patent

"CREIGHTON-CARTER, LIMITED

Public Notice is hereby given that under "The New Brunswick Companies' Act" (being Chapter 88 of The Revised Statutes 1927) and amending Acts, Letters Patent have been issued under the seal of the Provincial Secretary-Treasurer of the Province of New Brunswick bearing date the Twenty-ninth day of August, A.D. 1932, incorporating: Frederick O. Creighton, Merchant; Harry C. Carter, Salesman; and Charles J. Jones, Barrister-at-Law; all of the Town of Woodstock, in the County of Carleton and Province of New Brunswick; for the following purposes, namely:

As wholesalers or retailers to buy, sell and deal in automobiles trucks, tractors, farm machinery and implements, their parts and accessories and kindred articles gasoline, oils and all other articles and substances used in connection with the operation and equipment of the above.

To establish, maintain and conduct a jobbing commission and general agency business, and carry on the business of manufacturers agents and commission merchants.

To keep, maintain, operate and manage garages, store-houses, storerooms, warehouses and other like places for the safe-keeping cleaning, repairing and care generally of automobiles and motor cars of all and every kind, description and class and all the accessories thereof and thereto of any and every kind and description.

To keep, maintain and operate filling stations for the sale of gasoline and oil and all other articles and substances incidental to the operation of motor cars, by the name of "Creighton-Carter, Limited," with a capital stock of Twenty Thousand Dollars divided into One Hundred and Fifty Shares of Preference Stock of One Hundred Dollars Each and Five Thousand Shares of Common Stock of One Dollar Each.

The said Preferred Shares shall before dividends are paid upon any other Shares be entitled to a fixed cumulative preferred dividend to the extent of Seven Per Centum Per Annum upon the par value thereof, payable annually, and in any distribution of the assets of the said Company upon winding up, dissolution or sale thereof, or other termination of the Company said Shares of Preferred Stock shall on the par value thereof, together with any accrued unpaid dividends, cumulated at said rate be entitled to a preference over all other Shares of stock of said Company. The holders of Shares of Preferred Stock shall not be entitled to share beyond the fixed cumulative dividend aforesaid but shall have the right to vote as Shareholders at any meeting of the Company. The holders of Common Stock of the Company shall have no right to vote at any meeting of the Company.

Dated at the Office of the Provincial Secretary-Treasurer the Twenty-ninth day of August, A.D. 1932.

ROBERT BAYLEY,
Deputy Prov. Sect'y-Treas

Sheriffs' Sales

SHERIFF'S SALE

There will be sold at Public Auction at the Court House in Hopewell Cape, Albert County on Saturday the Twenty-fourth day of September, A.D. 1932, at Two o'clock p.m., the following lots of land known as the property of Maritime Education Co. Ltd., and National Funding Co. Ltd.—

"ALL that certain lot, piece or parcel of land and premises situate, lying and being in the Parish of Hillsboro in the County of Albert and bounded and described as follows: On the North by lands of or formerly of Lawrence Rice; on the East by lands formerly owned by Thomas Rice and lands formerly of Samuel C. Steeves; on the South by lands of or formerly of D. W. Stuart; and on the