

No. 3.

The Berths are to be taken as described on the Map, the purchasers running the risk of all deviations from the lines laid down, should the face of the Country differ from the Map. They will also have to submit to any restrictions or limitations in their boundaries which may be found necessary by the Department, in order to apportion the Territory equitably among the different parties according to the extent of their purchases.

Whenever disputes arise as to limits, the party conceiving himself encroached upon, will notify the other of the fact, and apply to the Department for protection. If found necessary to send a Surveyor, the expense thereof will be charged either to the one of the parties or to both of them equally, as the Office may see fit. The Timber cut to be liable for the reimbursement of all expenses incurred, in addition to the regular dues.

In all cases of dispute the parties to submit to the decision of the Department.

All Licences will expire on the 1st May next, and all rights and privileges acquired under them will cease on that day.

Licences are not to be transferable either directly or indirectly, under pain of cancellation and forfeiture of Timber.

No written Licence will be given at present, but purchasers after they have paid down their Deposits and given the Bonds required, will be suffered to commence their operations, and during the Winter they shall be furnished with the necessary documents, provided they shall have strictly conformed to the present conditions.

Parties encroaching upon their neighbours' limits, or creating any other difficulty, in addition to forfeiture, will be refused all protection, and be made subject to the payment of whatever dues may be exacted by the New Brunswick authorities, which shall not be less than 4s. per Ton.

All Timber cut over and above the amount applied for, will be liable to the payment of double Duties, and subject the party so cutting to forfeiture of Licence.

It must be understood that holders of Licences must submit to whatever may be required of them by the New Brunswick Authorities on the passage of the Timber down. In the event of any difficulties between the two Provinces, they shall in no case be entitled to claim from this Government any thing more than the amount of their deposits.

The Bonds will be made payable either in Canada or New Brunswick, at the option of Government.

Right of charging by the Log or Square Foot reserved.

The amount of Timber cut will be calculated by actual measurement, or by the average adopted on the Ottawa River, at the option of the Government.

Purchasers will furnish to the Government returns of the quantities and qualities cut, sworn to by their Foreman or principal Man, and by themselves, if required.

Crown Land Department, Kingston, 13th October, 1843.

(Signed)

JOHN GLAZIER,
JOHN EMMERSON,
C. S. CLARK,
JOHN W. VEAZIE,

JAMES TIBBETS,
CHARLES CONNELL, by his
Attorney, W. Connell.
ALLAN GILMOUR & Co. per
their Attorney, M. Cameron.

J. H. KERR, for Thomas Jones.

Witness—John Ker.

Certified Copy.

Department of Crown Lands, Kingston, 31st January, 1844.

T. BOUTHILLIER, *Acting Comr, Crown Lands.*