

## GIRLS BORN 1908 TO 1912 May Need Medicinal Treatment How Two Mothers Helped Their Daughters By Giving Them Lydia E. Pinkham's Vegetable Compound

Every mother possesses information of vital importance to her young daughter, and the responsibility for her future is largely in her hands. When a schoolgirl's thoughts become sluggish, when she suffers the consequences of wet feet, pain, headache, fainting spells, loss of sleep and appetite, and is irregular—her mother should have a care for her health and give her Lydia E. Pinkham's Vegetable Compound which has proved a reliable aid to Nature for just such conditions in many cases.

### Had Faith in It

Hamilton, Ontario.—"When I was a young girl I took Lydia E. Pinkham's Vegetable Compound because father and mother had faith in it. It had helped mother and it helped me. I took eleven bottles of it then and then Lydia E. Pinkham's Sanative Wash. Now I am on my third bottle of the later female troubles. I would go on for three months and then have such bearing-down pains they were unbearable. I would have to go to bed and was unable to do my housework. I was weak and would faint at the least little thing I did. My husband got me the first bottle and I was already feeling better in every way. I can do my washing now and before I could not even walk about at that time. I recommend the Vegetable Compound to every woman."

Mrs. CLARA BROADHURST, 385 Fairview Avenue, Hamilton, Ontario.

### For Joy of Good Health

Crandall, Manitoba.—"When I was a young girl at home and working I had terrible pains, almost more than I could bear, and I was not regular. These troubles kept me so tired all the time that I had no strength and no ambition to join in with my friends and have a good time. I was just tired and miserable always and life just seemed as if it wasn't worth living. I saw so much in the papers about Lydia E. Pinkham's Vegetable Compound, and then I had a friend who had taken it and told me about it—so I got some. Every month after taking it I grew stronger and I soon did not suffer every month. It stopped the pains and helped me other ways. Then when my babies were coming I was tired and worn out the first three months and ached badly. I took the Vegetable Compound right along and must say it helped me very well, her back aches so much, and that she is going to take the medicine I took. You can use my letter and I hope some one will be helped by it." Mrs. JOSEPH H. KING, Box 56, Crandall, Manitoba.

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Have it Tuned and Regulated by a Competent Man!

Having served a lifetime in the trade in the leading shops in England and the Continent, I am open to undertake Tuning and Repairs of every description to all classes of Musical Instruments.

First Class Work and Prompt attention.

Outport orders attended to if enough work is forthcoming.

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WATER STREET, or 'PHONE 650.

## CITIZENS! Protect Your Property!

The boys and girls of to-day are the men and women of to-morrow. The natural resources of Newfoundland are their heritage; we hold them in trust for our children. Protect these resources from destroying agencies.

FIRE IS THE WORST ENEMY.

## A SNAP IN MEN'S BOOTS Price, \$5.50. GOODYEAR WELT.



800 PAIRS MEN'S DARK TAN GOODYEAR WELTED BOOTS—Rubber Heels, for \$5.50 the pair  
AT SMALLWOOD'S BIG SHOE SALE.  
This Boot is easily worth one dollar a pair more.

SECURE YOUR SIZE TO-DAY.

**F. SMALLWOOD,**  
218 and 220 WATER STREET.

## Supreme Court

NFLD. BANKING & TRUST CORP.  
VS. REID-NFLD. CO. ET AL.  
(Continued.)

WEDNESDAY, July 8, 1925.  
When the Court resumed sitting this afternoon, Mr. W. R. Howley, K.C., Counsel for defendants, continued his address.

### SALE OF THE RAILWAY.

MR. HOWLEY (Continued).—My Lord, just at the time of recess, we were dealing with the question of a claim for a commission upon the sale of the Railway to the Government of Newfoundland, and I had tried to point out that a claim for such a commission must of necessity rest on one of two facts: the first being the alleged oral agreement of December, 1919, the alternative being that it was one of the direct incidents of the ultimate Humber Deal. There is nothing in the Plaintiff's statement of claim to indicate clearly upon what basis this claim is made. As I have tried to point out, first, that if it is made on the basis of an alleged oral agreement, it must fall because the oral agreement fails; and secondly, that even if the oral agreement be held to have ever existed, it must fall because there is no evidence to show that the Trust was instrumental in bringing about the sale of the Railway to the Government; and thirdly, that if it is based upon the oral agreement the sale, whether made through the instrumentality of the Trust or not, is subject to a commission of ten per cent. under the clause which states that the Reid-Newfoundland Co. appointed the Trust its sole agents in Europe, it must fall, because that sale was not effected in Europe.

The other alternative with regard to the claim for a commission on the sale of the Railway is that it is based upon the dealings with the Humber, and is part of the outcome of the dealings with the Humber with which the Trust is connected and on which the Trust is entitled, or claims to be entitled to commission; and that it is so directly a part of that transaction as to involve a liability to pay the commission to the Plaintiff; and in connection with the consideration of that view, I feel that it might be more convenient to defer my argument on that point until we have dealt with the question of the rights, if any, of the Trust with regard to the Humber; and I therefore propose to now proceed to deal with the question of the Humber.

### THE QUESTION OF THE HUMBER.

It would appear from the correspondence and the evidence that the idea of a deal in connection with the Humber originated with the first conversations between Mr. Thomson and Mr. Reid in Montreal in the winter of 1918-19, and then when Mr. Thomson went over to England in the Spring of 1919, that the matter above all others that had advanced to the stage of having his serious consideration in introduction to capital was the Humber scheme, or as in its early stages, we might say it was referred to as the fixation of nitrogen scheme. Your Lordship will recollect that the correspondence shows a variety of references to the possibility of interesting capital in this Humber scheme. In a general, vague way, all the letters of 1919 from time to time refer to the fact that someone, or some group who were supposed to be of financial importance had had the Humber scheme, in some form or other, mentioned to them; but, if I might use an expression that has occurred frequently in some of this correspondence, the Humber scheme does not appear to have "crystallized" until we came into contact with Blakstad, or until the Trust came into contact with Blakstad.

Incidentally, prior to the meeting with Blakstad, we have the position that in so far as the Trust is related to the Humber scheme, or to the defendants, Reid-Newfoundland Co., and its associate Companies, we have reference to it in a letter from Mr. Thomson to Major MacDonald, written on November 5th, 1919. In that letter the first matter dealt with is the nitrogen fixation. He says:—"Dear Sirs.—Relative to prices and options upon the various properties in Newfoundland owned or controlled by Mr. Reid and his associates, the following is the situation: Nitrogen Fixation: Detailed surveys and plans and estimates . . . have been made on the various water powers. . . . These reports are contained in the two volumes herewith . . . options can be secured on these . . . etc." That is what Mr. Thomson wrote to the Trust on the 5th November, 1919, with reference to the Humber scheme, and on the 31st December, 1919, the Directors of the Trust report to the statutory meeting, embodying that letter, and making the following comment on the nitrogen fixation proposition at the bottom of page three of the report: "As is well known the demand throughout the agricultural world . . . etc."

Now, my Lord, at this period it is evident that Mr. Thomson's letter to the Trust of November 15th, 1919, was in some respects, at any rate in respect of some of the properties mentioned, including this fixation of nitrogen idea, not an option so much as an undertaking to give an option; and that is borne out by the language of the Trust directors to the share-



You do not require sugar in Coffee or Cocoa when you use Purity. It is rich, pure milk with sugar added.

holders that I have just quoted, as indicating the terms on which options can be obtained by the Trust; and at that time, it is worthy of note that the Humber scheme as such was apparently confined to the idea of the development of this fixation of nitrogen proposition.

Then, my Lord, following this report of December 31st, the next item with which we are concerned is the letter of No. 45, J. A. McD. 236, written by Mr. Reid to the Trust on the 15th January, 1920, and says:—"Dear Sirs.—Relative to the project for Fixation of Nitrogen in Newfoundland. The Newfoundland Products Corporation, Limited, own water powers, land and privileges in Newfoundland, which properties are covered in the reports upon this Corporation by Joseph H. Wallace & Co., of New York, and which reports you have copies of. When the question is decided upon as to which of the water powers will be selected we are prepared to give you an option subject to prior sale upon them as well as plant sites and other facilities that may be required for the development of the project at prices and terms to be arranged when the scheme is further advanced." (J. A. McD. 236)

And on the 21st January the Plaintiff's reply to that letter in No. 52, which is J. A. McD. 238, as follows:—"Dear Sirs.—Relative to the project for Fixation of Nitrogen in Newfoundland. The Newfoundland Products Corporation, Limited, own water powers, land and privileges in Newfoundland, which properties are covered in the reports upon this Corporation by Joseph H. Wallace & Co., of New York, and which reports you have copies of. When the question is decided upon as to which of the water powers will be selected we are prepared to give you an option subject to prior sale upon them as well as plant sites and other facilities that may be required for the development of the project at prices and terms to be arranged when the scheme is further advanced." (J. A. McD. 238)

"We beg to acknowledge receipt of your letter of the 15th instant, in which you state that you are prepared to grant us options on water powers, plant sites, and other facilities that may be required for the development of the project at prices and terms to be arranged when the scheme is further advanced."

Now, the first point that I would like to make about this is: even if your Lordship should be satisfied that the oral agreement of December, 1919, had been made, had been agreed to by the Reids on the terms set forth in the amended paragraph 2 of the amended Statement of Claim, here was a distinct and independent proposal and acceptance with regard to the Humber scheme which took it out of the limits of the oral agreement of December, 1919, and placed it in a class by itself; and if you are satisfied that the oral agreement was made at all, and made in the terms alleged by the Plaintiff, then here we have, some weeks after the making of this oral agreement, a new proposition of a different character from the terms of the oral agreement, made by the Reids and accepted by the Plaintiff; so that, irrespective of the fact as to whether or not there was such an oral agreement as alleged in January, 1920, the position was that in so far as the Humber scheme, which so far



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Distributors.

was merely the fixation of nitrogen proposition, was concerned, it was excepted from the terms of the oral agreement, and made the subject of a special arrangement, as is set forth in our letter of January 6th, and the Plaintiff's reply of January 15th.

The next step in conjunction with the Humber development was on February 6th, 1920, in message number 53 in the book, and marked J. A. McD. 239, sent to Comerfort, London, from Reid in Montreal on February 6th, 1920:

J. A. McD. 239.

"Consider best policy you proceed nitrogen and Humber pulp proposition combined stop Burlington concern anticipates enlisting support on return stop Letter follows."

Here we reach the stage where the Humber proposition involves the pulp development as well as the fixation of nitrogen; and from that date, the dealings with the Humber as involving a pulp proposition commence.

Now, I take the position that, irrespective of Mr. Thomson's letter of November 5th, 1919, and irrespective of the making or otherwise of the oral agreement of December, 1919, that we must treat with the Humber proposition as from this date in January, 1920, on the terms contained in those two letters of January 6th, and 15th; and there is no change in that position until we reach the minute of August, 1920; so that all that was done in connection with the Humber proposition up to the 14th August, 1920, was done on this understanding of an option to be given to the Trust by the Reid interests upon terms, and at a price to be settled when the scheme was further advanced, and the method of remuneration of the Trust for any services which they might perform in connection with the Humber proposition is not expressly set forth, and the only way in which we can get it is from a consideration of the letter of November 5th, and these letters of January, and I do not think that it is open to any more to any other than the one conclusion—that the Trust at this time and for this purpose was a large corporation proceeding to the sale and realization of the property which they were able to hold at a definite price, and on which they were to make a profit on resale; and that was the position with regard to the Humber down August 14th, 1920, and everything that was done in connection with the Humber down to that date must be considered as being done on these conditions and no other.

The Home & Overseas Trading Trust, Ltd.

Now, my Lord, apparently Blakstad became injected into these negotiations some time in March, 1920. Referring to 59 which is W. H. G. 13, we see that on 10th March, 1920, Greenwood wrote Blakstad:

"Dear Sir.—We sent you the following telegram to-day:—Blakstad 41 'Karl Johnns Gate Christiania dear—ous discussing important business matters with you. When will you be in London. Home and Overseas Trading Trust Ltd.'"

Now my Lord, there is one point that strikes me, and I think it is worthy of mention, and it is this. The Home and Overseas Trading Trust, Ltd., is a young corporation, that came into existence on October 1st, 1919, that had not up to this time, March 10th, 1920, so distinguished itself in financial circles as to have achieved an international reputation; and on the 10th March, 1920, it telegraphs Blakstad: "Desirous of discussing important business matters with you. When will you be in London?" and it appears to me that that is not the message that a corporation known to Blakstad would send. Naturally when Blakstad got that message, he would say to himself: "Who is this Home and Overseas Trading Trust, Ltd. I have never heard of them. What do they want with me?" and Blakstad, we are told is a great big firm in Norway and generally in Europe; and it is to be assumed that, naturally when Blakstad got this message he would ask himself: who this Home and Overseas Trading Trust was (what they were), and he would ask himself, what is their address, to which I shall send my reply message; but in addition to that, my Lord, here is this letter No. 59.

W.H.G. 13 (continued).

"In the interests of our clients we are desirous of discussing with you certain phases of the fixation of nitrogen from the atmosphere, with which we are informed you are conversant. We would like to know whether you are returning to London shortly, or if not we might consider it advisable for us to get to you where you are, and discuss this matter, if it is agreeable to you. We will be pleased to hear from you."

Now, my Lord, there is nothing to indicate in this letter who Greenwood is, there is nothing in this letter to indicate to Blakstad who "our clients" are that are referred to, there is nothing in this letter what the nature of the proposition which we are desirous of discussing with you, beyond that it is concerned with "certain phases of the fixation of nitrogen from the atmosphere." And strange to say, although this telegram was sent on March 10th, 1920, and although this letter was written to him on the same day, and the Plaintiff is

## Complete Change of Programme Star Movie To-Day.

James Kirkwood, Anna Q. Nilsson, Tully Marshall, in a Picture of Gambling, Flirting, Drinking and Living.

## PONJOLA

In Ten Parts—It's a First National Attraction.

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A Tense Gripping Story.

LARRY SEMON, in one of his Comedy Riots.  
Coming, Direct from Boston for a limited engagement,

## The Keppie Kid

(Only Ten Years of Age), in Singing and Acrobatic Dancing Numbers.

## Sensible Women Prefer Sunlight Soap

A half bar of Sunlight Soap which costs about 8 cents, will wash your clothes cleaner than a bar of inferior soap which costs 9 to 10 cents.

The half bar of Sunlight Soap weighs only 6 ounces, but it is ALL pure soap. The bar of inferior soap may weigh 10 ounces, but it is NOT pure soap.

As it is soap which cleans, one should buy Sunlight Soap, which is ALL pure soap, therefore best and most economical.

A half pound of good tea costs 40 cents, but you may buy twice as much inferior tea for the same money. Yet everybody prefers the good tea.

What is true of tea, is true of soap. Sunlight Soap is best and cheapest, because it is ALL pure soap.

Don't waste your money on inferior soap, always buy Sunlight Soap made by Lever Bros., Soap Makers to

## HIS MAJESTY THE KING.

July 13, 1925.

this action thought fit to disclose this letter and this telegram as relevant to the issues involved in this case, we have not here any record of Blakstad's reply, if he made one at all.

What I wish to point out is that I think we must conclude from this letter that the Home and Overseas Trading Trust, Ltd., or Greenwood, or his associates in the Home and Overseas Trading Trust must have had some previous acquaintance with Blakstad, and that when this message went to Blakstad on the 10th March, 1920, it must have conveyed something to him. He must have had some information which would enable him to know what the Home and Overseas Trading Trust was, and who controlled it and directed its affairs.

### Negotiations With Blakstad.

Then, my Lord, the negotiations with Blakstad seemed to have been commenced and to have made some progress down to August, 1920. But, be that as it may, and whatever these negotiations were, as I said before, they come under the arrangement by which this agreement for options was (Continued on page 8.)

## End Catarrh Germs In Three Minutes

Chronic catarrh, no matter how bad and cases of rheumatic arthritis now yield instantly to the amazing discovery of a French scientist. This drugless method called Lavan eliminates the germs in three minutes, yet is positively harmless to the most delicate tissues. Your head and lungs are cleared like magic. Catarrhs are relieved in a single day. To prove it and to introduce Lavan to ten thousand sufferers in one month, I offer to send a treatment free and postpaid, to any one who will write for it. No obligation. No cost. If it banishes your Catarrh you are cured. If not, the loss is mine. We must hear from you. Write just send me your name and address for this generous free treatment and prove that you can be rid of catarrh. W. R. SMITH, 4260 Laver Bldg., Kansas City, Mo. July 13, 1925.

## CITIZENS! Protect Your Property!

### TROUTERS, ATTENTION!

One match, one cigarette, one cigar butt, or a spark from the pipe of a careless smoker may cause the destruction by fire of millions of dollars worth of timber and other property.

BE CAREFUL OF YOUR CAMP FIRES!

July 13, 1925.

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Just what the Kiddies want

Sailing Boats . . . 50c. and 90c.

Sand Buckets with Shovels, assorted sizes.

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Doll Carriages . . \$6.50 to \$9.50

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Rubber Balls, all colours, sizes and prices, and all other kind of Toys.

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**S. E. GARLAND,**

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An almost full-length vest of hand-crocheted lace is used on a frock of tucked French voile.

MIRAPLES LINGERIE USED BY FETTERMAN.

W. R. SMITH, 4260 Laver Bldg., Kansas City, Mo. July 13, 1925.

## DO NOT DELAY!

While your mind is alert and active is the time to make your WILL. Do not wait until you think you are going to die. Consider now how your Estate will be distributed and managed. Confidential discussion of this matter is invited without obligation or charge.

## MONTREAL TRUST COMPANY.

ROYAL BANK BUILDING

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MIRAPLES LINGERIE USED BY FETTERMAN.

MIRAPLES LINGERIE USED BY FETTERMAN.