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THE famous English product, made in London and untouched by hand from beginning to end; really made from fresh Messina Lemon Juice and white cane sugar. No drink can be more enjoyable nor more wholesome.

KIA-ORA has many uses. Just add cold water and you have a table beverage with an acid sweetness and tang that whets the appetite and promotes digestion. Add soda water if a sparkling drink is preferred.

KIA-ORA is extremely economical. A large bottle will make not less than 24 glasses of Lemonade or Lemon Squash. There is no trouble in preparation. The Squash is hygienically clean, ready for instant use and no waste.



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"title as far as we can ascertain according to average total area."
Now, right up to this point and further, right up to the 25th and 26th September, we have no idea of what acreage has been withdrawn, what the total is that we are selling, what the cordage is on the lands; there is a complete and unpardonable indifference not only towards the owners' interests, but also towards our interests; and, as I said before, it does not seem to have occurred to the Reids that we had any interests or rights; they seem to have forgotten that they were under a duty to respect the legal rights of an agent of the Trust, that they were bound to display an intelligent and honest interest in the work that they handed over to us to perform; and it is absolutely scandalous that this Company—the Reid Newfoundland Company—should think that they have discharged their legal obligations towards when they send us messages of this nature.
Now, another thing which has been completely forgotten. My learned friend has insisted upon the position in regard to the option, and he says that there would have been no cruise of this property called for if the large acreage had not been withdrawn. There is no talk of a cruise until Rothermere is satisfied that he cannot find out what property has been withdrawn from the offer. On the 17th September, 1921, we wrote to Reid:
"Gander definite offer will be made 'final area Tuesday stop Delay caused by Caird Director Anglo not available for confirm stop Cowley stated 'thinks we shall consider it fair but adds cruise must be made now stop 'Have advised them Wednesday last 'day of negotiations unless you extend time stop"
In other words, because of the withdrawal through defective title, and that indifference to their interests and to ours and because this area is not defined as to area and is not defined as to cordage—this area which has been withdrawn by the Reids, this withdrawal has caused a feeling of apprehension, which makes this cruise necessary, which cruise ultimately disclosed that the area did not contain the timber as represented.
Now, my Lord, I submit that in view of the difficulties that were gratuitously placed in our way by the Reid Company, the option which was signed on October 1st was a most remarkable achievement on the part of the Trust. We had already dealt with these wealthy and experienced business men, in connection with a matter in which they were very experienced, very expert, and they had thrown up a previous option because the Reids had not shown title. We started in to deal with them a second time, and in the middle of our dealings we find that the Reids withdraw a large portion of the area from the offer, in such a manner as to cause very grave doubts in the minds of the would be purchasers, and in spite of that, and in spite of what must have been a very grave suspicion as to the Reids' integrity in the matter, we were able as a result of our negotiations, not only unaided by the Reids; we were able to get these people to sign an option, under which they were to forfeit some ten thousand dollars under all circumstances except that in which the Reids would not show good title to the area involved.
Now, my Lord, that brings me to the consideration of the legal aspect in connection with the Gander. I think I am justified in saying that my learned friends have completely betrayed the issue, owing to the manner in which they have dealt with the apparently to them, marvellously mysterious word "Option."
Now the Reids' obligations are to

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BOWRING BROTHERS, Ltd.

Supreme Court

(Continued from page 4.)

entails are offering. Then in 756, that is sent on the 10th September, the Trust to Harry Reid. Sir Reid says:
"Expect to meet Rothermere tomorrow discuss final offer but have had no definite offer will be made unless we in a position to indicate possibility of acceptance stop hence some indication of your price and terms will retard negotiations and may result failure."
Now first of all, in our message No. 756 we do not know what we are offering, we do not know what is the acreage that we are selling, and in our message No. 2 we do not know the area and terms; and this is the state of affairs with people with whom we have already dealt for this property, and who had turned it down because title was defective. Then in No. 756 which is J.A.McD. 123, we get a reply on the 10th September from Reid:
"Willing to sell 187,978 acres and 160 blocks 15. stop Will include water powers Gander will extendable minerals stop Extension option Timber Estates has been secured by Sept. Oct. Nov. 188,480 acres Can be used to recover 32,000 acres lapsed and can obtain all assistance necessary conversation Timber Estates Lease can be secured for a term of 99 years stop Our option Timber Estates \$300,000 will transfer all rights option and render all assistance necessary for \$200,000 contingent upon taking both areas."
And we sent 759 on the 11th September after receiving that last message.
"Unfettered Rothermere to-day who intends to make offer but wants us to state clearly what are you selling including Reid Lot numbers stop Must have reply here by Monday morning."
Now, your Lordship will remember that at the time that the first option was made the acreage was very considerably greater, and here without notice as an indication as to what has been taken out of this Gander property, we find them offering a very considerably reduced acreage to Lord Rothermere, and they were saw why it is removed, or what the amount removed. They seem to think that Lord Rothermere is prepared to buy any area so long as they are Reid Blocks. Or what do not where the acreage is or what it is they are selling. Now in reply to our

message 759, we get on the 11th September 760:
"Reid lots as in Cowley option omitting four lots numbered 1, 88, 3 and 84 and reduce the area of 244 and 243 to 4,338 and 40,031 acres respectively stop Total acreage 187,978 stop Lots omitted subject to temporary cutting "Rights small mills stop Area last two lots formerly included coast limit "Three miles Government reserve stop Timber Estates five area has "Totaling 188,480 acres."
Now in the last option the Timber Estates had an acreage of 326,000 acres, and here it is reduced to 188,000. But that is not the crowning shame, because, as will be apparent on looking at 784, which is J.A.McD. 246, sent to the Trust by Reid on the 24th September, 1920, we find:
"Think you have misunderstood our telegram Therefore repeat it Our previous offer was turn over Timber Estates option on payment of \$100,000 stop Our option Timber Estates assumed acreage 450,000 stop Proposed we be given chance to negotiate "with Timber Estates owners in order "to try to obtain reduction of price "proportionately stop When we obtain "reduction will transfer without profit stop Consider our proposal more than reasonable stop Otherwise accept offer."
Now that is different to the acreage given on the 11th, where it was 188,000. That message was sent on the

24th September, only six days before an option was given; and in 785, on the next day, we are still almost on the verge of an option, dealing with these people who are naturally suspicious of our actions; and on this date we find the Reid people writing us:
"Our last telegram is incorrect. "Acreage 450,000 should be 326,000 "and has been reduced 181,000 should be 188,000."
So that five days before the option is signed, Reid still will not tell us what we are selling. Now let us look at No. 761, which is a message of the 18th September from the Trust to Reid:
"Saw Rothermere who will make offer Wednesday provided that full information can be secured concerning which part Timber Estates excluded and why stop Can Glenwood power be included in sale if not why "stop What is the estimate wood pulp "and timber on properties offered for sale stop Rothermere serious purchaser but feeling of apprehension "prevails on account of decreased "acreage stop Urgent have information meeting Wednesday."
And then we wrote to Mr. Reid on the 14th September, No. 764, in which we say:
"The result of the last meeting was a promise of his Lordship that a definite offer would be made provided "he could get a reply as to why the "areas had been reduced and a clear "indication of where the Timber Estates acreage that had been dropped "from offer stop Adverting Rothermere timber and wood pulp proportionate to present and past acreage "offered stop Immediate reply is required by telegram."
To which we get the reply:
"Timber on land of acreage withdrawn our offer owing to not clear

consideration of the legal aspect in connection with the Gander. I think I am justified in saying that my learned friends have completely betrayed the issue, owing to the manner in which they have dealt with the apparently to them, marvellously mysterious word "Option."
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conduct themselves and so carry out the deal, that it shall not go off owing to his misconduct, and if it goes off owing to his misconduct, we are entitled to our full commission.
Now, we say that by the representations as to the timber contents of this property—a wild and reckless statement made without any knowledge as to whether it was true or false, is a statement which, if it is not contained in a binding contract, would be termed fraudulent in law; and in making it the Reids were guilty of misconduct—of a misrepresentation, which, when it was discovered to be untrue, resulted in Rothermere throwing over the option.
What was the offer? An option is simply an offer made by a vendor, and made irrevocable for a fixed time. There is no particular virtue in an option. The Reid people in signing that document said to Rothermere: "I offer you that property until the 30th December for a fixed sum of \$222,000, and I agree that I will not withdraw this offer until the 30th December." Rothermere, it is true, is not bound to exercise that option; but the offer is irrevocable on the part of Reid; and for this option for a limited time Lord Rothermere pays \$222,000.
I would like to dispose of rather a minor point, and that is—
Why did Reid pay us \$200 out of that option money. It was not purchase money—it was option money. It was not part of the sale price; but it would have become part of the sale price, of course, if the sale had been effected. I mention it because it has a bearing upon other matters, especially the Humber and the Railway.
We made an arrangement with Lord Rothermere under which we fixed a price and under which he was prepared to purchase the Gander upon the representation of the Reids. We have proved that he was willing to purchase, had the representations been

true; we have proved that the representations are false, and that as a result of the false representations, Lord Rothermere did not exercise his rights under this offer from the Reids—and that simply is our case.
Now, have we proved that the representations were false? The first comment that I have is that here is a large corporation—the Reid Company, with a Natural Resources Bureau, which until recently had the services of Messrs. Forbes, Hatch, Powell, Palmer, and numerous experts on the various natural resources. Now the figures on the Gander have been challenged. Mr. Reid told us in the correspondence that Mr. Forbes was going to have cruises made away back in 1919—he was going to have proper data obtained in regard to all the Reids' areas; and we have not had a single witness called here to challenge our figures. That is the first comment.
That being the position, I submit that your Lordship has to decide whether we have made out a prima facie case in regard to the Gander. We are not bound—although I submit the case is amply proved—we are not bound even by Turner's cruise. If it is found that Turner's figures are out of hundreds of thousands of cords even, our case is still the same. Our case is that the area did not contain the timber, and as a result of that the option was not exercised.
The question is: was there a really substantial departure from the truth in that representation—a really substantial departure. Now, what do we find in regard to Turner's report? I do not know whether your Lordship has read the Turner report in full?
HON. MR. JUSTICE KENT—I have not.
MR. EMERSON—I think in all fairness to Mr. Turner, your Lordship should read the report, because it has been suggested that Rothermere was not a really willing purchaser; it is suggested that Rothermere and his associates already had knowledge of the area, and that if the knowledge led them to believe that the figures were anything like what are in Turner's report, they would never have signed the option, and forfeited the \$10,000; and therefore Turner's figures are wrong.
The Turner Report
is really an excellent document. You will find that not only does he display a desire to deal with the property fairly and fully, but I think you will find that his effort was to deal with the property generously, and that he wrote the best report that he could write; and having done that, and your Lordship having been satisfied that, the only point that your Lordship will have to decide is whether his cruise was a proper cruise of the area.
(Mr. Emerson reads Turner report).

That is a very generous statement to make, especially for a man who is buying, not for development, but for his Grand Falls enterprise, and who would probably not want to use this area for some time; and his reference to the 1867 burn, shows a generous spirit towards the whole area.
MR. JUSTICE KENT—Is not the value of the property what Lord Rothermere referred to rather than the cordage?
MR. EMERSON—I do not know that it was. That was Mr. Howley's point, I remember. I was going to deal with it shortly. I took it that he was talking about cordage.
MR. MR. JUSTICE KENT—I thought at the time that Mr. Howley meant that the property had a future value.
MR. EMERSON—I do not think that there was anything to indicate what it meant. I always understood that he was referring to the value of the property in the usual acceptance of the term. However, I shall deal with that point later. (Continues reading report).
Now, I submit that that statement of Turner, is a very fair, in fact, a generous statement, a generous statement of the area, having in mind that he was the man sent out on behalf of the purchaser, and would naturally be expected to be conservative.
MR. HUNT—I hope you do not think that we thought it was unfair. Our whole contention is that he did not survey certain lots.
MR. EMERSON—In so far as the report goes, it is a fair, generous report, and it has to be taken in conjunction with the fact that at the time when the Rothermere second option was signed, the Reid Company, in possession.
(Continued on page 8.)

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(Continued on page 8.)

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By CY HUNGERFORD

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