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Limited

July 9, 1925

The Board of Pension Commissioners for Newfoundland!

Notice to Newfoundland Ex-Service Men.

The attention of all ex-Service Men is drawn to the fact that the time in which an application for a pension shall be made, has been extended to July 31st, 1925. If you are suffering from a disability which you claim to be due to service, it is necessary to make an application for consideration of same, before the 31st day of July, 1925, to

The Secretary,
Board of Pension Commissioners for Nfld.,
Militia Building, St. John's.

NOTE:—In making an application, please give your Regimental Number, Rank, Name in full, Address, the disability in respect of which you are claiming pension, and attach a Medical Certificate in support of your claim.
May 23, 1925

Browning's NEW SODA CRACKER CALLED "CRISBIT"

is the finest Soda made.

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See the name "CRISBIT" on every Biscuit.

G. Browning & Son, Limited

April 15, 1925

THE LIVERPOOL & LONDON & GLOBE INSURANCE CO., LTD.

This Company was established 1836

and we handle all Insurance there with the exception of Life and Marine in this territory.

It costs no more to insure with the above Company than with most other Companies. Insurance that does not insure is not worth anything. The wise business man will give heed to these matters, and see that he buys protection on which he can absolutely rely in time of disaster. Then again if you are willing to pay standard rates why not get the best the money can procure?

IT COSTS NO MORE, AND YOU MIGHT AS WELL HAVE IT.
BOWRING BROTHERS, LIMITED
AGENTS FOR NEWFOUNDLAND.

June 19, 1925

Forty-Six Years in the Service of
the Public—The Evening Telegram.

Supreme Court

(continued from page 5.)

or authority for MacDonald and Greenwood in taking that money and putting it into their own pockets; and in so far as we are concerned, it is a payment by us to the Trust, and the Trust must give us credit for it.

Now, my lord, under

The Oral Agreement

that we have been referring to, and in so far as any of the claims which the Plaintiffs make in this action are based upon that oral agreement, I have to submit that the oral agreement has not been sustained, and it not having been sustained judgment must go for the Defendants in so far as any claim is based on that oral agreement. Now the next point of claim.

HON. MR. JUSTICE KENT—They were working under options at this time.

MR. HOWLEY—Yes, at that time the understanding was with regard to the remuneration, that they would make their remuneration on options at stated prices, but I also further say that that understanding was altered, by the minute of August 14th, 1920 in so far as it was referred to in that minute; but in regard to the condition of affairs up to the 22nd April when the first telegram in regard to the commission on the Gander was sent, that not alone that there was no agreement for a commission, but that there was an understanding arising out of Mr. Thomson's letter of the 5th November, that the Plaintiffs would handle the Reid properties on options, and that that was the understanding down to April, when it was changed in so far as it regarded the Gander, and in August, it was changed in so far as it regarded the Humber, and other timber lands, and that there was never any agreement at with regard to the St. John's Light and Power Company until they came down to November 1921; and that there was never an agreement at all with regard to the Railway or the segregation of assets, or any of those other brilliant conceptions which the Plaintiffs claim they were responsible for.

The Gander Option.

Now, my lord, the next point to which I come in the pleadings, is the Gander; and the story of the Gander, as told in the pleadings, commences on page of the Statement of Claim, and deals with the first option on the Gander; and in so far as a commission agreement, whether it be the oral agreement or the agreement of August 14th, 1920, or the agreement that is constituted in these telegrams that passed in April, is concerned, we are not concerned with an argument in regard to this first Gander option, because no claim in the nature of a claim for commission is made under it. If we are concerned with it at all, we are only concerned with it from the viewpoint of the claim for services; and I, therefore, propose to leave that question of the first Gander option, until I am concluding about the second Gander option.

The story of the Gander option is that negotiations which commenced in the early spring of 1920 resulted in this option given on the 4th June by Mr. R. G. Reid for the sum of £454,000. That option was given until the end of July, I think it was, and the Plaintiffs contend that the Reid Newfoundland Company failed to make title to a considerable portion of the lands, and that consequently the option was not exercised. The answer to that was that we did not fail to make title, and that failure to make title was not the reason why the option was not exercised; but in order to consider the story of the Gander as a whole, we have to remember that after the first option had expired, or after it had become known that it would not be exercised, the meeting of the directors of the Reid Nfld. Company of August 14th, 1920, took place, and the whole story of the Gander and the negotiations with Rothermere and his representatives was gone into, and apparently it was still thought that something could be done with the Gander, because, amongst other things it was voted at that meeting:

"To proceed with the proposed sale of the Gander Valley property through the Trust on the lines already communicated to the Trust in London by cable."

"That the Trust be paid out of the purchase price of the Gander Valley property by instalments proportioned to the instalments received, and payable at the same time, a commission of ten per cent. on the entire purchase price."

Subsequently the second option was entered into, this time with Mr. John Cowley and Sir Andrew Caird for a price roughly about half the price mentioned in the first option. It is claimed by the Plaintiffs in Paragraph 8 of the Statement of Claim:

"In September, 1920 the Plaintiff Company reopened negotiations with Lord Rothermere for the sale of the 'Gander Valley Properties, and the negotiations resulted in an agreement, etc."

which is the second option. And the Plaintiffs allege that:

"The purchaser's cruisers reported, and in fact the amount of timber upon the properties was far below the amount represented by the Vendor in the said agreement, and in

"consequence the Purchaser did not exercise the said option."

The Defence to that, my lord, is a denial of the allegation contained in that paragraph; a plea that the non-exercise of the option was not due to the default of the Reid Nfld. Co., and a further plea that it does not disclose any cause of action against us.

The Initial Point

that I would make on that, before going into any detail would be this: I submit that all that the Plaintiffs did in that connection was to negotiate an option for sale, which option for sale carried with it a payment of £2000, which was received by the Defendants, and on which a commission of 10 per cent. in accordance with the terms of the agreement of August 14th, 1920, was paid by us to the Plaintiffs. I submit, my lord, that in law the right of the Plaintiffs, to collect a commission on a purchase does not arise until the Plaintiffs had effected a binding contract for sale, which had not been done in this case; that the mere negotiating of an option which did not materialize, and which did not give the defendants any right to insist on the sale being carried out, does not entitle the Plaintiffs to recover a commission as upon a sale, which either went through or

would have gone through if something or some act on the part of the defendants or some one else had not interfered. I think, my lord, that that position is clearly established by authority, and I hope before I sit down to be able to satisfy your lordship with authorities on it; but, to leave it for a moment, and come back to the actual facts. I fear that I shall have to go over a great deal of ground that has been already go fully and clearly covered by my learned associate counsel Mr. Hunt, in his opening.

My learned friend suggests that it is hardly worth while connecting a new subject, as it is almost five o'clock.

The Court adjourned to Wednesday, July 8th, at 11 a.m.

RICHARD HUDNUT
THREE FLOWERS COMPACT
With Full and Mirror
Meets the requirements of those wishing an individual box of Rouge or Powder.
Supplied in all Popular Shades.

Reports From the Salmon Pools

The following reports from the salmon pools have been received by the Secretary of the Game and Island Fisheries Board, covering the week ending July 4th:—

Grand Bay Brook—More salmon going in, 1 rod, 1 salmon, 7 lbs.

Codroy River (Lower)—11 rods, 118 salmon, averaging 5 lbs.

Codroy River (upper including North Branch)—18 rods, 105 salmon, heaviest, 27 lbs.

Fleche's River—3 rods, 10 salmon, 4 to 9 lbs.

Flat Bay Brook—2 rods, 13 salmon, 3 to 10 lbs., several trout, 1 to 3 lbs.

Harry's River (Lower)—7 rods, 25 salmon, 4 to 23 lbs.

Humber River (Lower)—No rod fishing; river too high.

Bonne Bay River—3 rods, 3 salmon, 7 to 8 lbs.

Western Brook—Good sign salmon, no one fishing.

Portland Creek Rivers—1 rod, 1 salmon, 10 lbs.

Genevieve and St. Barbe Rivers—Salmon plentiful outside, not started going up; trout plentiful in rivers; no rod fishermen.

Indian Brook, Hall's Bay—2 rods, 4 salmon, 5 to 7 lbs. each. Salmon late going in river.

South and West Brook, Halls Bay—Several trout 2½ to 3½ lbs.; salmon plentiful outside.

Sop's Arm, Tommy's Arm, Badger Bay and Seal Bay Rivers—Salmon going up rivers. Warden found salmon net set inside caution notices; action will be taken.

Leamington Rivers—Salmon late this season; plenty outside all spring.

Campbellton, Scissor's Cove and Lewisport Rivers—Lots of salmon going up Campbellton River; none so far as Scissor's Cove or Campbellton.

Middle and Traverse Brooks—Rivers high; a few salmon running.

Salmon and North-west River, Trinity—Rivers in good condition; salmon very plentiful; no rod fishermen.

S. E. River (Lower), Placencia—3 rods, 8 salmon, 4 to 6 lbs.

Sandy Harbour Rivers—Water very high; no salmon to be seen in rivers yet.

Farmers River and Grand Rivers—Ephraim Smith caught in action of setting net within forbidden limits. (later), convicted and fined \$40.00.

Burma Main Country
of Supply of Rubies

From the beginning of its history the main supply of the ruby gem has been from a small territory in Upper Burma, whence also have come those of the finest quality. The centre of this mining region and the ruby trade is the town of Mogok, 90 miles northeast of Mandalay. The rubies are here found in a white dolomitic limestone or marble of the upper Carboniferous age. The rocks have been altered by contact with

Week End Change STAR MOVIE TO-DAY.

ADMISSION 25c.

The Wife, the other Man, the Husband. He thought she was too attentive to other men. "I have some rights as your husband," he told her. She looked up at him and sarcastically laughed in his face: "I am only following the example you have" she replied. See the

Flaming Youth.

The Eminent Star—Roy Stewart, in

The Love Brand

IN SEVEN PARTS

A Picture you will surely enjoy.

Charles Hutchison, in "SPEED."

MONDAY:—The Picture Revelation

FLAMING YOUTH.

A startling exposure of modern life.

PUBLIC NOTICE!

The attention of the Public is especially drawn to the following Regulations, viz:

(1) Pay Days in each week:

(a) Public Works Department—Accounts due must be presented, duly certified, at the Department before noon on Mondays and Thursdays, payment being made on the following Wednesdays and Saturdays.

(b) Agriculture and Mines Department—Every day but Monday, on which day accounts are passed.

(c) Marine and Fisheries Department—Tuesday and Friday.

(d) Postal Telegraph Department—Tuesday and Friday.

In the event of any of these days being a holiday, payments will be made on the following day.

All bills, duly certified, payable by the above Departments (b.e.d.) should be rendered not later than the morning of the day preceding pay day.

(2) All cheques, drafts and other documents, representing money, in payment of Fees or Dues of any kind whatsoever to any Government Department must be made out in the name of the Department and not in that of any individual official thereof.

(3) The several Public Departments and their subsidiary offices in the Outports have been directed to refuse to accept, in payment of amounts due the Government, any cheques which are not properly endorsed and stamped and which have not been certified by the Bank on which they are drawn, or the paying Bank in the case of cheques drawn outside of Newfoundland.

(4) In view of the lack of general compliance with the law in respect of stamping receipts as provided for by the Stamp Act (Consolidated Statutes 3rd Series Cap. 28), the attention of the Public is drawn to the following provisions thereof, viz:

"Receipts for any sum of money exceeding ten dollars (\$10.00) shall be stamped with adhesive or impressed stamp of the value of two cents.
"An instrument shall not be duly stamped unless the stamp affixed thereto is cancelled."

The Public is warned that no receipt is valid unless these provisions are complied with.

F. C. BERTEAU,
Comptroller and Auditor General.

June 15, 1925

BOWRING'S FOR BRUSHES!

We have the famous
Pro-Phy-Lac-Tic the
world's best tooth brush
—in all sizes. See the
Baby Pro-Phy-Lac-Tic
in assorted colored
handles; the Child's
Pro-Phy-Lac-Tic for
older children. These
are are unquestionably
great value. Also

**Pro-Phy-Lac-Tic
Hair Brushes,
Lathering Brushes**

and the "latest" Bobett
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heads. Also Military
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Each Pro-Phy-Lac-Tic
Brush comes in a
sealed carton.

Be sure you get

Pro-Phy-Lac-Tic.

A big stock just in.

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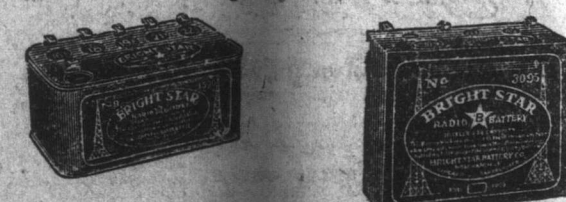
Brush Department.

July 11, 1925

BRIGHT STAR RADIO BATTERIES

"SUPREME IN EVERY TEST"

These Batteries have been scientifically designed to meet every requirement of radio reception. The quality of the materials used; the care with which they are made; their freedom from danger of internal short circuits; their recuperative power and long life in service assures maximum satisfaction to the user. They are practically impervious to climatic changes and are noiseless in operation.



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May 22, 1925

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