

CURRENT PRICE OF CODFISH

Lorenzo Noseworthy vs William A. Munn

Supreme Court

(Continued.)

Cross-examined by Mr Mews, the witness said:

In Sept. 1914 there were several lots of 1913 unsold it was in a deteriorated condition, not a whole cargo altogether. My sons wrote to their agent in Labrador in Sept. telling them of the general depressed condition of the markets. Any letter they wrote were written on behalf of the firm. The price of fish I think was fixed about the middle to the 20th of October. I got back from England on the 15th Sept. I am disposed to think that the markets late November are a better price than in October. I wouldn't say that in October. If the price of fish had been fixed the last week in November it would have been more than \$3.60. I say this in view of the markets in Europe and in view of the Nova Scotian which helped up the European market.

In December I was offered \$4.40 delivered in Hamburg. I could do as well in St. John's. I had none then to sell. If I had I should have wanted more for it. We settle with our planters from November to Xmas, but the great bulk is settled in the first three weeks in November. The price was fixed in St. John's by a Board of merchants. Was told this by Mr. Munn who said that it was settled at \$3.60 at a meeting consisting of Winter, Ryan, Templeman, McRae, Munn, Piccott, Harvey and others. Had several letters from Munn about it, they seemed to think that \$3.60 was utmost limit that could be paid in view of the depressed markets, the exchange and extra insurance. It was based on the market prices in Europe. I had nothing to do with fixing the price but agreed to abide by the decision. Our firm was not represented at the meeting. If they had fixed the price of \$3.00 we would have fallen in line.

According to our receipts some of our people accepted \$3.50. Baine Johnston gave \$400 till their first vessel, Sept. 16th, was loaded; after that I understood they dropped \$3.60. Our agents had to give highest price for

fish in order that we should get our vessel off, we had to compete with the others. I heard that Munn paid \$4.00 for some. In December I paid \$4.20 to \$4.70 for small lot of choice fish, not slop. In last year's shipments I made money, considerable profits, but it was the first time I made money in five or six years. The biggest profit I ever made was on 30 casks of refuse cullage that I shipped to Porto Rico in the spring of 1914. The current price paid the past few years has been too high. But the current price has been fixed at the market price in Europe, generally speaking at the time. Last year the current price was fixed before the fish was sold in European market. If the price was fixed at \$4.00 we should have still made a profit. Last year we were better able to give \$4.00 than we were the year before when we gave \$4.70 as things turned out after. I was guided by the decision of the meeting of the Mercantile Board at St. John's who fixed the price. If they had fixed at \$4.00 I would have been perfectly satisfied.

I understood that there was some dissatisfaction about the price of fish on Northern Labrador. Letter from John Rorke & Sons to William Gosse tendered in evidence objected to by Mr. Howley marked G.R. Senior 2. Mr. Howley objects to the question put by Mr. Mews. What do you mean by the words "this seems" in the letter. Answer. I mean this appears to be the purport of the meeting. Mr Mews asks why the word was not used instead of seems.

Mr Howley objects. Answer, I meant it to have the meaning of "was." I heard Munn paid \$4.00 for a small quantity about 200 qtls. I believed it to be correct as stated in the letter that Baine Johnston caused all the trouble by paying \$4.00. I told our dealers when they came in to settle that although Baine Johnston & Co. had paid \$4.00, they dropped to \$3.60 after the first vessel was loaded. The \$4.00 only applied to the 1st large cargo, afterwards they bought at \$3.60 as I was told. The words in letter "hold firm" mean that we should not depart from this price fixed by majority of merchants. Letter marked J.R. Sen. 3 put in.

In using the word high in exhibit J.R. Sen 3 we did not expect there would be more than one price, although we paid \$4.00. I regard Mr. Hiscock as a representative man, and Chas Jerrett also in the Labrador trade.

If Mr Munn had given more than

AT THE NICKEL

\$3.60 we would have given the same. It would have worked against us another year otherwise. I believe the correct thing was to give receipts for fish without price, and let the price be fixed not later than 1st week in November on the basis of the markets. This year if price had been fixed at last November the price would have been more than \$3.60. In October I was not in a position to judge the price and neither do I believe the other merchants were.

Referring to letter J.R. Sen 2 and the words "all are holding firm" it was understood that the merchants would not go under the price named. It would be a breach of faith.

Re-examined by Howley K.C. If fixing price of fish in October they were doing their best was the information then available and were talking considerable risks at the price named.

Carbonear, Nfld., Nov. 17, 1914.

Dear Sir.—In confirmation of our reply to you this morning by wire that \$3.60 is all we are giving as the Current Price of Fish shipped to us at Labrador; we may say we are doing this in conjunction with all the St. John's merchants, viz., Winter, Ryan, Munn, Templeman and McRae & Duff in our own bay. This seems to have been mutually agreed to by all of the above, and we believe all are holding firm at this figure.

As you doubtless are aware however Messrs Baine, Johnston & Co's agent, Mr. Croucher, has settled with his men at \$4.00 and this is what is causing all the trouble.

We are telling our dealers however that this was done merely for a pose, viz., to get his steamer away quickly, and we are not forgetting to tell them that when she did get away he too dropped it to \$3.60 which we

believe is correct. Current price has been defined legally we believe as "the price paid by the majority of representative men in the trade," accordingly if the rest of us hold firm the fishermen have no legal case against any of us for \$4.00 as Baine Johnston & Co. are only one firm—and there is nothing to prevent any individual from paying \$10.00 per quintal if he feels inclined to do so.

We may say in two cases only we have paid \$4.00, but the receipts which were issued early in the season in these instances were worded "as high as any supplying merchant on the coast" and in these instances we felt we were both legally and morally bound to do the same as Baine Johnston & Co.

All down this way we determined to hold at \$3.60 and we trust you will do the same.

We are, yours truly,
JOHN RORKE & SONS,
Messrs Jno. and Mark Parsons,
Trangle, Labrador.

Carbonear, Newfoundland,

Sept. 8th, 1914.
Dear Sirs.—We have to thank you for your letter of the 31st ulto. which reached us by last S.S. Sagona.

We are glad to find you have done so well again this season, and we are also pleased to have you offer us your voyage in preference to any of the other merchants down in that neighbourhood.

We scarcely know how to answer your query as to the price of Labrador cod fish this year. We might tell you for your own private benefit that it is absolutely impossible to get a single dollar for codfish in the Mediterranean at present, and it is just as a matter of the progress made by the Allies in the war as to how long conditions remain unchanged. From a letter received from Mr. Earle by the S.S. Sagona we understand that Munn has been up and offered you an additional freight of 20 cents on all your fish if you will ship it to him. We can only say that if Mr. Munn actually did make you this offer he has committed a great breach of faith with the rest of the Labrador Exporters. Mr. Munn in talking the outlook over with us not ten days ago strongly advocated, along with us and others, to give you fishermen simply a receipt for your fish with the distinct promise of paying you the highest price possible as soon as ever we were in a position to know the market value of Labrador cod.

Now Sir, we would not go back on our word for Mr. Munn or indeed for all the fish down there; but if you will write us and tell us what Munn actually offered we will give you the same figure, and you probably know us long enough to know that our promise we regard every time as sacred.

The actual current price of fish has not been settled and we have no means, nor has any one means to tell you any figure. We would strongly advise you not to allow any price to be mentioned on your receipt, as by so doing you may discover later on you are a heavy loser. The French fishermen are occupied today with war, and this will make the French fishery almost nothing; and this is bound to help prices when peace is restored. We hope you will not give this catch of yours to anyone else, and you can rest assured that we will treat you fairly when the time for settling up comes.

Yours truly,
JOHN RORKE & SONS,
Per James Rorke, Jr.

Mr. William Gosse,
Spaniard's Bay.

Monday, June 14, 1915.
WILLIAM A. MUNN examined by Mr. Howley K.C. on behalf of the defendant having been first duly sworn said as follows:

I am the defendant in this action. I have been engaged in the Labrador fishery for a number of years; more or less all my life. I have been purchasing and exporting Labrador fish I have been purchasing and exporting directly myself this last few years, but in connection with my brothers for a number of years. I purchased and exported Labrador fish last year thru my brother Robert. I was not on the Labrador myself last year.

I paid \$3.60 for that fish. We paid \$3.60 right through. There was a meeting called on October 8th by Piccott, and we then arrived at a price of \$3.60. The meeting was called at the Board of Trade. Piccott sent out notices to a number of persons, prin-

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qtls direct from the coast all of which was paid for at \$3.60. The steamer Dernes which carried our fish had considerably more than that on board but some belonged to Winter and some to Duff. The 11,000 qtls represents our lot. We marketed our fish last year on the Mediterranean. We tried hard to sell in Nova Scotia but found we could not do it. We marketed mostly in the Mediterranean last year as we usually do. We also have a market in Nova Scotia and tried hard to sell there last year because we did not know how we could be paid in the Mediterranean.

The Nova Scotia market is very often available for Labrador fish. It was available last year and they offered to buy considerable quantities from us but the reason we could not sell was that Coaker had sold two cargoes there—3500 qtls to the same party we were working with, at \$3.50, and 3000 qtls at \$3.60. These prices ruined the Nova Scotia markets. Cross-examined by Morine K.C. on behalf of the plaintiff the witness said as follows:

(To be continued)

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Yours truly, (Sgd.) SWIM BROS.

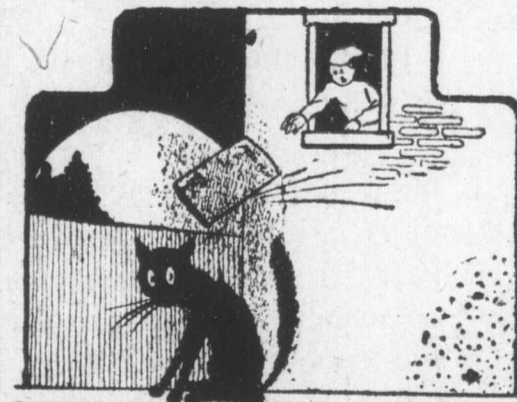
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