out of its general funds.

bond, forfeit also all rights,

franchises and privileges by

these presents conferred upon

it: provided, hower, that if

the Company shall prove to

the satisfaction of the Gov-

ernment that it has been pre-

vented by strikes or other

physical causes beyond its

control, and not by its own

neglect, lack of funds, or the

like causes, from completing

the said works within the

poned for the like period.

such electric line or lines for tele-

shall be paid to the Company for such

work: provided that such specified

time shall in no case be less than st

months from the date of the service

of such order, and that such remu

(b) If the said works are not



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it may be necessary or expedient to

## Re Avalon Telephone Co fract streets, bridges, rivers or water-courses in any town or village and throughout the country in the Elec-

A G REEMENT | telephone service within the Electoral made the second Districts of Ferryland, St. John's East day of September and West, (except Bell Island) Har-A.D., 1919, pur- bour Main, Port de Grave, Harbour suant to the Tele- Grace, Carbonear and Bay de Verde. phone Service Act, 2. The Company shall within twelve 1919, between His months from the date of these pres-Excellency S I R ents proceed to the satisfaction of the CHARLES ALEX- Government Engineer with the erec-ANDER HARRIS, tion in the town of St. John's of a K.C.M.G., C.B., C.V. metallic-circuit central-energy mul-O., Governor of the tiple-switchboard long-distance tele-Island of New- phone system, with provision for at foundland and its least three thousand telephones, the Dependencies in plans and specifications for which sys-Council, (herein-tem shall, before the work of erection

Fired B. Morine, after/ called "the is commenced, be submitted to and be Government"), o f subject to the approval of the Governthe one part, and ment Engineer. The said system shall the Avalon Tele | be constructed and put into operation p h o n e Company, as speedily as possible, and shall be Limited, a body completed and in operation within two corporate r e g i s- years from the date of commencetered under the ment; and shall be connected by Companies' Acts, metallic-circuit trunk lines, sufficient 1300 to 1908, (here- in number to meet expeditiously the inafter called the requirements of traffic, to central ex-(cmpany), of the changes situated at Manuel's, Brigus, other part: Wit- Bay Roberts, Harbour Grace, Carbon nesseth as f o l- ear, Broad Cove and elsewhere where lows:-

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TWO and FOUR CYCLE. 3 to 80 H.P.

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bility, being perfectly balanced and of strong construc-

mensions and highest quality at the lowest price.

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ST. JOHN'S.

est type, and the best made Engine.

The most reliable, the neatest looking, the speedi-

1. Subject to any rights which may establish such exchanges. The Combe possessed by the Anglo-American pany may also establish public pay Telegraph Company, Limited, and by stations in the various towns and setand subject also as hereinafter pro- 3. The Company shall have power vided, the Government hereby grants from time to time to construct, erect to the Company the exclusive right and maintain telephone pole lines for a term of thirty years from the wires, cables and all other necessary date of these presents to supply to structures along the sides of, over and others metallic or ground circuit across or under any public roads.

streets, bridges, rivers or waterthroughout the country in the Electoral Districts aforesaid by overhead underground, or under-water wires. or cables, subject, however, to the fol-

(b) In the town of St. John's, the neration shall, in case of difference

Governor in Council. (c) The Company shall in all cases manner hereinafter provided. at its own expense restore to 7. Upon the petition of not less than and after considering any representa-

any works by the side of any thereto, the Government may, upon or interfere with ingress or satisfied that such an extension will egress from the same, nor along yield a reasonable profit to the Comthe previous authority of the it shall be liable to a penalty not exowner thereof, but subject to ceeding fifty dollars in respect of able. compensation to be determined every default for every day during in case of dispute by arbitration which such default continues.

phonic, alarm, or signal communicatercommunication for the public service of the Colony or for any Depart. ment thereof. In every such order

(a) The Company shall not interfere with the right of the public to travel on or use such

opening up of streets for the between the Government and the erection or laying of pole lines Comppany, be settled by arbitration or condults, and the erection or as hereinafter provided. If the comlaying of such pole lines or con- pany fails to comply with any such dults, shall be done under the order, the Government may cause direction and supervision of the such line and appliances to be erected St. John's Municipal Council, and provided and to be maintained, and without the town of St. and to be connected with any works John's such works shall be of the Company; and for the purposes done under hte direction of the of this section the Government shall Minister of Public Works, and have and may exercise all the powers in such reasonable manner in vested in the Company by this Agreeeither case as such Council or ment or any Act of the Legislature. Minister may direct, unless such 6. The Government may affix to any Council or Minister, as the case poles of the Company or lay in any of may be, after 'en days' notice the Company's underground conto the Company, shall have duits, but not so as to overomitted to make such direction. load the capacity of But no direction or supervision poles or conduits, wires for teleshall be necessary and no no- graphic or telephonic signal or fire tice shall be given for the re- slarm communication for use in the pairs, renewals and amendments public service of the Colony, and of existing works of which the shall have the right of access to such character and position are not wires at all times for the purpose of materially altered. In the event | repairing and maintaining the same. of any difference arising under If any difference shall arise between this section between the Com- the Government and the Company as

as hereinafter provided.

inafter provided.

ter of Public Works a bond furnish within the said area to such satisfactory to such Minister applicant telephone service, and for securing the payment of shall, in default of so doing, be liable the sum of ten thousand dol- to a penalty of not exceeding five dollars, conditional upon - the lars for every day after the expiration commencement and comple- of the said fourteen days during tion of the said works within which such default continues. the period by the said section 9. The Company shall not discriminlimited therefor, or within ate in any manner, whether in its such extended period as may tolls and charges or in its service or be allowed by the Govern- otherwise, between subscribers within ment as hereinafter provided the same Exchange Area, under a

and upon the payment by the penalty not exceeding one hundred dollars for each offence. Provided that Company of all lawful claims nothing herein shall be held to renagainst it for compensation, damages and wages incurred der it a breach hereof for the Comduring the said period; but pany to contract to supply telephone

liability of the Company to works and operate the same in an efanswer such claims in full ficient manner, so as to secure prompt and satisfactory telephonic communication between its subscribers at commenced and completed all times in St. John's and at all reawithin the said periods the sonable times elsewhere, and if there Company shall, in addition should be any interruption in such moneys secured by the said without unnecessary delay employ all the means in its power to remove the cause of such interruntion and restore such communication. If the Company shall neglect or refuse to comply with the provisions of this section after notice of such non-compliance, specifying the particular nature thereof, and such neglect or refusal shall continue for three days, it shall for every such default be liable on conviction to a penalty not exceeding fifty dollars, he shall for every offence be liable to and to a further penalty not exceed- penalty not exceeding fifty dollars. ing five dollars for every day after such conviction during which such default continues; Provided, however, shall connect or suffer to be connectthat in no case shall any penalty be ed directly or indirectly with any teleinflicted in respect to any such default if the Magistrate or Justice tryas not materially to affect the value

pany to erect, provide and maintain 11. In the construction, mainten-Company and extent of the remuneration which

which the indebtedness was injure, or destroy any instrument, 30 incurred.

(b) The charges aforesaid shall not, until the number of telephones operated by the Company in the St. John's pede the action, operation or working Exchange exceeds three of any line or instrument of the Comthousand, be more than pany, nor in any way interfere with any workman or employees of the Schedule to these presents, Company under the provisions of this unless with the approval of Agreement. Any person who mali- Station Telephones. charges shall be subject to dollars. the like approval.

13. If any person, firm or corporapany and such Council or Min- to the use or the terms of payment for tion supplied by the Company with lar for each main telephone located Where trunk line connection is same shall be decided by the as is contemplated by this section the same shall be settled by arbitration in and payable to the Company at any the number of main telephones so the local charge as above. time when the same or any portion located on the thirty-first day of De- Where tolls under (B) or (C) are salt would be obtained in such trees. service by cutting off the service (d) The Company shall not place tions made by the Company in answer wires or conductors. or by such means as the Company or its duly auland or building so as to hinder the advice of the Auditor-General, is thorized officer may see fit, and may recover the rent or charges or the rateable proportion thereof due, owthe side of or across or under pany on the capital to be expended ing, payable or accruing up to such any road or street so as to in- thereon, by order require the Com- time in any competent Court, notwithterfere with public traffic there- pany to extend its system to such standing any contract to furnish seron; but otherwise the Company town or village so as to provide tele- vice for a longer time. Any person, shall have the right, with the phonic communication therewith; and firm or corporation whose service has approval of the Government if the Company makes default in com- been stopped as aforesaid shall pay Engineer, to place any of its plying with such order within the time to the Company before the service works under or slong or over specified therein (such time not may be resumed a re-connection fee any land or building without to be less than one year in any case), of One dollar in addition to the service charges previously due and pay-

14. Any employee or agent of the Company may, at all reasonable 8. Surrounding each of the tele- times, and on production of his au-The Company shall have the phone exchanges established by the thority from the Company, enter any right, with the approval of the Company there shall be an area here-premises to which a telephone line Government, to expropriate in inafter called an Exchange Area. The has been supplied by the Company, St. John's a suitable site for the Exchange Area for the town of St. and may inspect, test, remove or reerection of a central telephone John's shall be comprised within a place the lines, transmitter, receiver system, subject to compensa- circle having a radius of three miles or other equipment, apparatus or fittion to be determined in case of from the General Post Office in St. ting flaced in or upon such premises dispute by arbitration as here- John's. In other towns and settlements and belonging to the Company; prothe Exchange Area shall be defined vided that the Company shall repair (f) All plant, wires, cables, in- from time to time by the Government, all damage caused by such entry, insulators and other apparatus When and as soon as the works of the spection, removing or replacing.

and structures constructed or Company have been completed and 15. No telephone instrument or erected under the power by this are in operation as hereinbefore pro- other property of the Company shall section conferred shall be mod- vided, the Company shall, within while on the premises of any person ern and first class in every re- fourteen days after tender to it by any other than the Company be liable to

the giving of such bond shall service at a measured rate.

not in any way limit the 10. The Company shall maintain its to the forfeiture of the communication the Company shall

said periods, the Government pletion for such further perlod as it deems just under the circumstances, and ing the case shall be of opinion that ceiver or other equipment, apparatus such default was caused by inevitable or fitting, which is not the property of thereupon the forfeiture hereby imposed shall be postaccident or other causes beyond the or supplied by the Company, nor shall company's control, or that it was of any person, except in cases of emer-5. The Government may by order, so slight and unimportant a character from time to time require the Com-

ance and operation of its works the Company shall neither by act nor by ting which is the property of or suption, and such mechanical appliances omission endanger or interfere with plied by the Company, without first in connection therewith, as may be the property or operation of other having obtained the consent of the necessary for securing separate inploying electricity, nor shall any such other person, firm or corporation by ergency such connection or disconnecact or omission endanger or interfere tion shall be made by or under the suthere shall be specified the time within which the Company shall comwith the property or operations of the pervision of an employee of the Comply with the same, and the manner

12. (a) Except as otherwise agreed providing telephone com- to supply telephonic communication munication or service shall to the premises of such person, and be payable in advance, and, the Company may cut and disconnect tal, half-yearly or quarterly mitter, receiver or fitting which is in advance at the option of the property of the Company from the the Company. The Company premises of such person, notwithshall furnish to each sub-standing any agreement or contract scriber indebted to it for no then or previously existing between prepaid long-distance of the Company and such person, and trunk line tolls a statement without prejudice to any right or remof such tolls not later than the fifteenth day of the month succeeding that in thority of the Company break, molest, 20

posed under the Telegraph Companies of fifteen years from the date of these presents, to burchase the plant of the Company at the fair value of the

(Taxation) Act, 1905.

21. The Government upon giving

right, at any time after the expiration

property for the purpose of its use.

provided.

granted.

(b) If such right shall be ex-

ercised, the purchase price

of agreement between the

bitration as hereinafter

of the plant as aforesaid the

arbitrators shall estimate

(c) In calculating the fair value

bona fide applicant residing in an Ex- be taken under any distress for the Sections three, five, six, or twenty- vest by 3,500,000 tons, he said, but 4. (a) Before commencing the con- change Area of one half-year's tele- rent of such premises, nor under any one of these presents shall be to two the peasantry should be b. med for morning indicates the need. Then restruction of the works pre- phone rental in advance accompanied execution or other process of law arbitrators, one to be appointed by upsetting the Government's plan for like results. scribed by section two of by a written undertaking to pay a against any other than the Company, the Government and one by the Com- early delivery of Russian grain in the like results.

Jad Salts contain acids of lemon and the Company.

(a) Wilfully and maliciously ten of the Judicature Act, 1904, the pear next month. emits or delays to transmit provision of Part VI of that Act shall or deliver any message re- apply to such arbitrators. ceived at a telephone call 23. All penalties by these presents office; or imposed may be recovered in a sum-

(b) By any wilful or negligent mary manner before a Stipendiary hours late. act or omission delays the Magistrate or a Justice of the Peace. transmission of any such

"I Had Bilious Attacks and Stomach Weakness"



Mrs. Wm. Robinson, Yoner, Sask., writes:

"I suffered from stomach and liver trouble, and used to have bilious attacks so bad that I could do nothing for weeks at a time that not even a drink of water would stay on it. On my sister's advice, I began to use Dr. Chase's Kidney-Liver Pills, and must say that they have made me feel like a new woman."

CHASE'S KIDNEY-LIVER PILLS

mitted into the Colony free of duty. 25. The Government agrees to 17. No person, except with the pertroduce such legislation as may mission in writing of the Company, phone work or works of the Company, January, A.D., 1920, the Company any telephone lines, transmitter, re- shall prove to the satisfaction of the Government Engineer that it is finan cially able to erect the telephone ave and unless the Government Enginee gency, disconnect or suffer to be disshall certify accordingly this Conconnected from any telephone lines or tract shall be and become null and work or works of the Company any void, unless on or before the said day telephone line, transmitter, receiver the Governor-in-Council shall by oror other equipment, apparatus or fit- der extend the time for so certifying, and upon the expiry of such extended time, unless the Government Engineer has so certified, the Contract shall be Company to such disconnection: and in any case other than a case of em-SCHEDULE. Maximum Charges as Provided by pany; and if any person acts in con-

Section Twelve of this Agreement. between the Company and the Subscriber all charges made by the Company for the Company may in such case cease made by the Company for the Company may in such case cease Residence Telephone, per answeriestics. For telephone within the area of Business Telephone, ner an-

num ..... 40.00 in the case of telephone ren- or remove any telephone lines, trans- Extension Telephone, per annum .. .. .. .. R. Tolls for the use of Trunk Lines. (1) For each conversation of five minutes or less, where the length of line does not exceed:

> Cents 18. No person shall without the au- 15 wire, fuse or fitting, post, line, ma- and so on at the rate of five cents exterial, equipment or property of or be- tra for each additional ten miles or

> longing to the Company; nor shall he part thereof. in any way obstruct, disturb or im- (2) For each additional minute or part thereof beyond the first five an additional charge not exceeding one-fifth of the charge for the first five.

Tolls for the Use of Public Pay Dead Sea Products ciously violates this section shall be For not exceeding five minutes conafter any increase in such liable to a penalty not exceeding forty versation, where trunk line connec-

19. The Company shall pay to the cent for each additional minute or ister, as the case may be, the such use of the Companys equipment any telephonic instrument or service, within the limits of the town of St. used, the regular tolls for use of trunk

at its own expense restore to 7. Upon the petition of not less than the first day matic toll-box or "coin in the slot" would be how to get rid of it. It might of any road or street affected by settlement within the Electoral Dispany shall also pay to the Council at ceived, and tolls will be calculated to after more valuable salts had been es the same time the sum of three hun-, the next highest five cents.

dred dollars in lieu of the City Tax. In Witness Whereof His Hxcellency and crystallization that is very rap 20. Such payments as aforesaid to the Governor in Council has caused an account of the stifling heat in t the St. John's Municipal Council shall the Great Seal of Newfoundland to be Jordan valley. be in lieu of all Municipal taxation, set hereunto, and has signed these special or otherwise, and shall exempt presents, and the Company has caused to the Mediterranean is the greater the Company from liability for the these presents to be executed in ac- difficulty foreseen. tax of four dollars per telephone im- cordance with its regulations:

By His Excellency's Command. JOHN R. BENNETT. Colonial Secretary twelve months' notice shall have the Witness to the signature of the Colonial Secretary.

ARTHUR MEWS Dep. Col. Sec. The Common Seal of the Avalon Telephone Company, Limited, was hereunto affixed in presence of J. J. Murphy. of the plant shall, in default Avalon Telephone Co., Ltd.

## Government and the Com- Blames Peasantry for Wheat Shortage

Moscow, Oct. 20. (A.P.)-Indication that the Soviet Government now ex- drink can change many days for yo same without enhancement on account of future earning capacity and goodwill, wheat was given by Leo Kamenen, Days of unfitness, when you are not at your best, because the system clogged with poisons and waste.

Don't wait for delayed results or on account of the fran chairman of the Council of Labor and Drink a glass of water, hot or col chise by these presents Defence, at a meeting of Communist Add a little Jad Salts. It will make party workers to-day.

22. Reference to arbitration under Bad weather had reduced the har-intestine these presents the Company second half-year's rental at the exthese presents the Company second half-year's rental at the exshall deposit with the Minispiration of a period of six months, the Company:

16. If any person in the employ of pany; and, notwithstanding anything world market to offset the Canadian grape, with lithia, etc. The results are contained in section two hundred and and Argentine exports which will ap-

> PRACTICE MAKES PERFECT. A barber reported to work two "What's the big idea?" demanded the

24. All plant, machinery, imple- box message, or ments, apparatus, tools, utensils and improperly divulges to materials necessary for the original wirle I was shaving I talked myself any person the purport of construction of the Company's works into shompoo, hair cut, and massage." any such message, and extensions thereof shall be ad- Good Hardware.



A BOX OF CHRYSANTHEMUMS as a gift from HIM will be one of delights of the occasion. And course he will order those beauti s from our shop, which is know for the exquisite freshness and ace of its flowers. Make happy by sending her a box ro

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Depth of water-18 feet. Hauling: -35 cents per gross ton Cargo: 30 cents per gross tons. Lay Days: -25 cents per gross to 25 per cent. of ballast or cargo lowed free Balance if any 30 cents ton hauling only. We aim to ple with service. Address all commun

tions to the Company. C. F. DODMAN, WM. BROWN july15,6mo,m,w,s

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From a sparkling and

refreshing morning drink Let us show you how a sparkling pleasant, effervescent drink. And the result in an hour will be to flush Save the day. Do this whenev

member that any hour can bring y you will want them many times. Ask your druggist for Jad Salts

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