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We give below a list of some of this furniture and draw our customers' attention to the fact that although some of it is in sets, any single piece of furniture will be sold if requested.

- |                  |                  |
|------------------|------------------|
| Diningroom Sets. | Arm Chairs.      |
| Library Sets.    | Morris Chairs.   |
| Lounges.         | Rockers.         |
| Hall Settees.    | Fireside Stools. |
| Hall Mirrors.    | Screens.         |

**U.S. Picture & Portrait Co.**

**RED CROSS LINE.**

**INTENDED SAILINGS.**

**FROM NEW YORK:**—  
S.S. Florizel, June 23; S.S. Sstephano, July 3.  
Stephano via Halifax, June 19th.

**FROM ST. JOHN'S:**—  
S.S. Stephano, June 26; S.S. Florizel, July 3.

Passenger Tickets issued to New York, Halifax and Boston.

**FARES INCLUDING MEALS & BERTH ON RED CROSS STEAMERS:**

	1st CLASS	2nd CLASS
To New York	\$40.00	\$70.00 \$15.00
To Halifax	20.00	35.00 9.00
To Boston (Plant Line)	29.00	51.00 18.00
To Boston (D.A.R.)	30.00	51.00 18.00

Connections at Halifax for Boston: (1) Plant Line Wednesday. (2) Dominion Atlantic Railway through the beautiful land of Evangeline to Yarmouth, thence by Boston and Yarmouth S.S. Co., Ltd. Luxurious accommodation and excellent cuisine by either route. Full particulars from

**HARVEY & COMPANY, Ltd.**  
Agents Red Cross Line.

**CURRENT PRICE OF CODFISH**

**Lorenzo Noseworthy vs William A. Munn Supreme Court**

(Continued.)

My general instructions from Mr. Munn were to put the words "Current price" on all receipts. These words were put on the receipts at his direction. The phrase "current price" has been heard by me in the Labrador business ever since I have been able to handle fish. "Current price" we always understood as the highest price. By "highest price" I mean that if any other merchant offered any price over we would get that price. According to the usage of the fishery, so far as I know it, we would not know the price until we went home from the Labrador, or went to town, but we would always get the highest price that was paid, not including a bonus given to some men. If a man had a steamer which he was in a hurry to load he would give 20 cts. bonus to get her loaded quickly. That would be an additional sum over the general price, because of the hurry in which they wanted to load; that would not be counted in with the Labrador currency. According to usage that bonus would be agreed upon between the parties to be a bonus: one party would say to the other I will give you a bonus for your fish. The amount of the bonus would not always be the same, it might be 10 or 20 or 30 cents; whatever agreed on. In the usage of the trade I understand the word "bonus" to mean something above the current price, specially named. Sometimes fish is sold and a current price agreed upon by word of mouth. It would not follow that every time fish was sold written receipts would be given with the words "current price" on them. When I settled for current price, in my experience I understood it to mean the highest price paid by any supplying merchant on the Labrador, excluding a bonus. I understood no other meaning to the words I put on these receipts for Mr. Munn. I was expecting the highest price, that was the cause of my writing to Battle Hr. to know the price Baine, & Co. was paying. I have no personal knowledge of prices paid last year on the Labrador except those to myself. I have not received more from anyone else; I sold to no one else. All my fish was sold to Munn. I received no offer of any more from anyone; I never asked anyone. Baine, Johnstone's & Co.'s headquarters are at Battle Harbour. They send vessels out of Battle Hr. collecting fish. None of them came to Sandy Islands this year, but they have been there. Templeman and T. M. Winter were buying from whoever they could get fish from. The merchants who do business on the Labrador, buy fish anywhere they can get it when they are in need of it. Baine, Johnstone, & Co. are at Battle Hr.; Lewis Dawe, at Fisherman's Hr., buying fish for T. & M. Winter; Cron of Hr. Grace, is at Seal Island; W. A. Munn is at Flat Islands; Dan Ryan is at Webber's Cove. T. & M. Winter and Jas. Ryan are at Batteau. These people collect some of their fish at headquarters, but occasionally they send out to collect it; that is when they are making up a cargo.

Cross-examined by W. R. Howley, K.C. on behalf of the defendant, the witness said as follows:—  
I had no arrangement with Mr. Munn when I went down to the Labrador last summer. I was buying a lot of fish for Franklin in the schooner "Carliad." That idea was afterwards abandoned and then I made the arrangement with Munn. The "Carliad" was cancelled; she was behind time and Silver, on behalf of Franklin, cancelled the vessel when he was going away. That cancellation was about the 1st September. Before I made any arrangement with Franklin he wrote and told me that he was likely to be \$3.60; he could not give me a figure, but not to sell unless I could get a good figure for the fish. That was about the last of August, just as he was going away. I got these letters from him in August stating that as his own opinion. He could not give me a figure for fish at that time, not to sell on the Labrador unless I got a good figure. In these letters he mentioned that if the war held on, he might not be worth more than \$2.50 to \$3.00. I have not these letters. I had them on the Labrador, but did not value them. Robert Munn and I first began to talk about the collection of fish for Munn between the 10th and 17th September or thereabouts. We, perhaps, began to talk about it the first week in September. After I got the letters from Silver, then I talked fish with R. S. Munn. At that time we did not talk price of fish. He and I had no conversation as to what the price of fish was likely to be. I asked him what the price was

likely to be and he said at that time he could not tell me. I showed Franklin's letters to him and he showed me Munn's letters; that was about the last of August. Perhaps a week after that he and I took the matter up again. After the next meeting I had a wire from Steer Bros. That wire said that they expected Labrador fish would be worth about \$4 in St. John's; something similar to that. Mr. Munn and I then talked over price and some figuring was done with regard to the differences between \$4 in St. John's and the equivalent price on Labrador. He used no figures to show me that \$4 in St. John's was worth more or less than on the Labrador; he simply showed me a letter he got from his brother about the last of August. I saw no letters or papers or figuring from R. S. Munn after the last of August or may be a day or two into September. The arrangement to collect the fish for him was made after I got the wire from Steer Bros.; a week or so after. At the time that agreement was made he instructed me that his price was current price, but he said he would give as much as any supplying merchant on the Labrador would give, but to use "current price" on receipts. There was no price in figures mentioned at the time between me and R. S. Munn; \$3.50 was not mentioned. \$3.50 was in the letter which he showed me the last of August, but it was never talked about between me and him. When I showed him Steer's message stating that the price of fish was expected to be \$4 in St. John's, the relative value of \$2.50 on the Labrador and \$4 in St. John's was not discussed between us. Current price was agreed on between us about the middle of September. I had a telegram from Baine, Johnstone & Co. before Mr. Munn and I agreed on the price, and Baine, Johnstone & Co. was paying \$4. I never mentioned that telegram to Mr. Munn. I had that telegram in my pocket at the time. He told me he would pay as much as anyone else on the Labrador was paying. After that agreement as to current price was concluded I took charge of the "Procyon" and proceeded to collect fish for Munn. We had bad weather during the first week and I did not get more than 100 qts. or so. I next met Munn somewhere about the 23rd or 24th September. At that meeting nothing was said about current price; I was to follow on my instructions. At that time I had heard different figures talked about from no foundation, but I was going by Munn's agreement. He told me he would pay as much as anyone else. At that time I had not heard of \$3.60. I never heard of \$3.60.

I only had a message from Baine, Johnstone; no one else offered me a figure. When I met R. S. Munn about the 24th September I had been working for Munn for a week or thereabouts and had got about 100 qts. fish. At this time when I met Robert Munn I had heard of \$3.60 from different sources, but not from Robert Munn. I did not mention \$3.60 to him. The captain of the "Carliad" was the first man who mentioned that price to me. After the sailing of the "Carliad" was cancelled he was in St. John's and he heard the report there. He was on the Labrador coast and told me they were expecting to offer \$3.60. I don't know that Mr. Munn got a Marconigram at that time telling him the price of fish was \$3.60. He did not mention it to me. I did not mention \$3.60 to Munn on that occasion. On that occasion I did not say to him that I understood the current price was fixed at \$3.60 or words to that effect. I said if I thought fish would not go to \$4 I would not ship as I could not come out of it myself by less money. Then he said he would give me as much as was paid on the coast expecting it would be \$4. I did not then tell him that Baine, Johnstone was paying \$4. At that second meeting with Munn I do not know that I made a reference to the current price as being fixed at \$3.60. By that I mean I never did it, and he never mentioned it to me, only the letters he showed me before. Supposing Mr. Munn swears I said it, I can only say I did not say it. I will say he is swearing incorrectly. For years past the actual prices paid on the Labrador have varied because of bonuses and things of that sort. Bonuses was always clear of the price. There was a recognized price. Then different people received different prices by the addition to that price of bonuses. The bonuses were not always the same. In 1913 \$4.50 was the price made Templeman and Jensen offered 40 cents bonus which made the current price \$4.70. I had letters from Franklin myself in 1913 telling me to pay \$4.50 and when these others started with 40 cents bonus I had to fall in line without instructions. Then when I came home in the Fall to be paid off I got \$4.70. The current price was always the highest price in my remembrance. Very often there would be different prices, but then they would make the current price the highest price. When we went home in the fall the highest price would be the current price, just as was done in 1913. During the past 10 years various prices were paid on

the Labrador, but in the settling up there was only the one price, except there was an arrangement for a bonus. That would always be the highest price, in my remembrance, except the bonus. Nobody got a lower price than that current price. There was only one price. There would be different prices doing business on the Labrador, but on coming home in the Fall the highest price was the current price. When the time came for settling up there was only one price and that was the highest. Under my agreement with Mr. Munn I had to buy the fish in; look after it being stowed down; see it shipped aboard the "Dernes" again. Something over 1,400 qts. represents fish I bought for Munn from other people than myself and which I gave receipts for, receiving them for Mr. Munn. I paid those people in Spaniard's Bay after the voyage was over. When settling time came I paid them in cash. Mr. Munn gave me the money to pay them. I paid them \$3.60 and I was paid \$3.60 for my own. I settled up with Mr. Munn some time in November; I could not mention the date. Mr. W. A. Munn gave me \$1000, and Mr. R. S. Munn the balance. The final settlement was with Robt. Munn at Hr. Grace. I paid off the people from whom I bought the fish immediately I got the settlement with Mr. Munn, clear of one or two individuals. They are all paid off at \$3.60. I have myself been paid off at \$3.60.

To Mr. Morine.

The conversation in which Mr. R. S. Munn spoke of \$4 took place about the 17th September, just about the time of the week of bad weather; it may be a few days before. It was not the time I made the first arrangement with him. I said to him that if I could not get \$4 I would not sell my fish, and he said he would give as much as any supplying merchant on the Labrador, expecting the price would be \$4. It was general knowledge around that neighbourhood that Baine, Johnstone was paying \$4. That was known by all fishermen abroad. In 1913 the price of fish quoted on the Labrador was \$4.30. Later two parties gave a bonus of 40 cents and when the fishermen came home to settle up \$4.70 was the price all round. That is the custom of the fishery. The bonus given in steamers where it was a hurry up cargo was not included in the current price. There is a distinction to be drawn between the 40 cents bonus that Templeman and Jensen gave in 1913 and the bonus for a hurry-up cargo. The steamer was under more expense than the foreigiers, and a bonus would be given to get the steamer away. Templeman and Anderson started to give 40 cents more to whoever would come along with fish to hurry up the loading of their vessel. By "foreigners" I mean sailing vessels loading on the shore. The bonus that is not included in current price usually is a sort of special bonus given under the circumstances of loading a steamer that is in a hurry. But if any merchants break the price by giving a higher price than is general that is included in the current price to all parties when you settle at the end of the season. What happened in 1913 has happened in the past every year. The price at which the fish starts on the Labrador is not necessarily the current price at which a settlement is made; it hardly ever is the price at which a settlement is made. The usual thing is for settlements to be made upon the highest general price. By "general" I mean anything except the exceptional bonus I have mentioned.

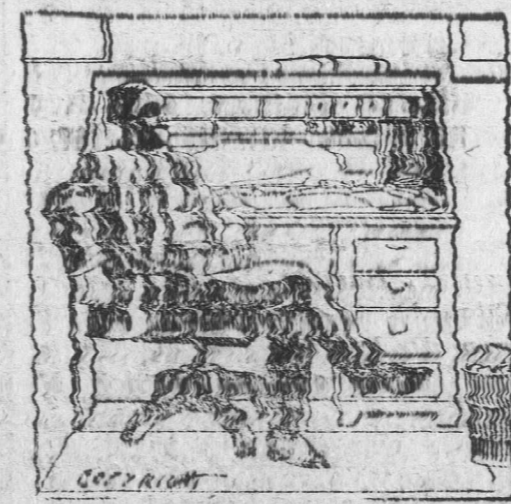
Adjourned till tomorrow.  
(To be continued.)

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—ap12,tt



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