

# The Star,

## And Conception Bay Semi-Weekly Advertiser.

Vol. II.

Harbor Grace, Newfoundland, Saturday, August 16, 1873.

Number 17.

### USEFUL INFORMATION.

#### AUGUST.

S.	M.	T.	W.	T.	F.	S.
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	..	..	..	..	..	..

#### Moon's Phases.

Calculated for Mean Time at St. John's, Newfoundland.

First Quarter.....	1st, 10.58 a. m.
Full Moon.....	8th, 10.21 p. m.
Last Quarter.....	15th, 1.13 a. m.
New Moon.....	22nd, 10.0 p. m.
First Quarter.....	31st, 0.19 a. m.

#### Mail Steamers to Depart from St. John's.

For Liverpool.....	Thursday, June 19
For Halifax.....	Wednesday, " 25
For Liverpool.....	Thursday, July 3
For Halifax.....	Wednesday, " 9
For Liverpool.....	Thursday, " 17
For Halifax.....	Wednesday, " 23
For Liverpool.....	Thursday, " 31
For Halifax.....	Wednesday, Aug. 6
For Liverpool.....	Thursday, " 14
For Halifax.....	Wednesday, " 20
For Liverpool.....	Thursday, " 28
For Halifax.....	Wednesday, Sept 3
For Liverpool.....	Thursday, " 11
For Halifax.....	Wednesday, " 17
For Liverpool.....	Thursday, " 25
For Halifax.....	Wednesday, Oct. 1
For Liverpool.....	Thursday, " 9
For Halifax.....	Wednesday, " 15
For Liverpool.....	Thursday, " 23
For Halifax.....	Wednesday, " 29

#### Wholesale Prices Current, St. John's.

**BREAD**—Hambro' No 1, 32s. 6d.; No. 2, 28s. 6d.; No. 3, 24s. 6d. Local No. 1, 26s.; No. 2, 23s. 6d.; F. C., 22s. 6d.  
**FLOUR**—Canada Fancy 42s. 6d.; Canada Supreme, 38s.; New York Extra, 38s. to 39s.; New York Superior, 35s.; New York No. 2, 30s. to 32s.  
**CORN MEAL**—White and Yellow, per brl. 18s. to 20s.  
**OATMEAL**—Canada, per brl. 30s.; P. E. Island, 27s. 6d.  
**RICE**—East India, per cwt. 20s.  
**PEAS**—Round, per brl. 20s. to 21s.  
**BUTTER**—Canada, good 1s. to 1s. 2d. Nova Scotia, good 11d. to 1s. 1d.; American 8d. to 10d.; Hambro' 8d.  
**CHEESE**—9d. to 10d.  
**HAM**—9d. to 10d.  
**PORK**—American mess 95s. to 100s.; prime mess 90s.; extra prime 77s.  
**BEEF**—Prime, per brl. 35s.  
**LARD**—per Imp. gallon 7s. 10d.  
**MOLASSES**—Muscovado 2s. a 2s. 1d.; Clay ed 1s. 9d.  
**SUGAR**—Muscovado, 45s. to 47s. 6d.; American Crushed 72s. 6d.  
**COFFEE**—1s. 1d. to 1s. 3d.  
**TEA**—Congou and Souchong, ordinary broken leaf, 1s. 7d. to 1s. 9d.; fair to good, 2s. to 2s. 6d.  
**LEAD**—American and Canadian 7d. to 8d.  
**LEATHER**—American and Canadian 1s. 5d.  
**TOBACCO**—Canadian, 1s. 7d. to 1s. 8d.; American 1s. 5d. to 1s. 6d.; Nova Scotia, 1s. 5d. to 1s. 6d.  
**CORDEAGE**—per cwt. 65s.  
**SALT**—per hhd. Foreign, Liverpool, 7s. 6d.  
**KEROSENE OIL**—New York manufacture 1s. 9d.; Boston 1s. 9d.  
**COAL**—per ton, North Sydney 30s.

172 WATER STREET, 172

**JAMES FALLON,**

Tin, Copy and Sheet-Iron Worker,

**B**EGETS respectfully to inform the inhabitants of Harbor Grace and outports that he has commenced business in the Shop No. 172 Water Street, Harbor Grace, opposite the premises of Messrs. John Munn & Co., and is prepared to fill all orders in the above lines, with neatness and despatch, hoping by strict attention to business to merit a share of public patronage.

#### JOBGING

Done at the Cheapest possible Terms.  
Dec. 13. tffj

### NOTICES.

**JAMES HOWARD COLLIS**

Dealer and Importer of

**ENGLISH & AMERICAN**

**HARDWARE,**

Picture Moulding, Glass Looking Glass, Pictures Glassware, &c., &c.

**TROUTING GEAR,**

In great variety and best quality, WHOLESALE and RETAIL.

221 WATER STREET,

St. John's,

Newfoundland.

One door East of P. HITCHINS, Esq.

**N.B.**—FRAMES, any size material, made to order. St. John's, May 10.

### FOR SALE.

**RESERVES & GROCERIES!**

Just Received and For Sale by the Subscriber—

Fresh Cove OYSTERS

Spiced do.

APPLES

PEACHES

Strawberries—preserved in Syrup

Brambleberries do.

—ALWAYS ON HAND—

**A Choice Selection of GROCERIES.**

T. M. CAIRNS.

Opposite the Premises of Messrs. C. W. Ross & Co. Sept. 17.

### HARBOR GRACE

**BOOK & STATIONERY DEPOT,**

**E. W. LYON, Proprietor.**

Importer of British and American

**NEWSPAPERS**

—AND—

**PERIODICALS.**

Constantly on hand, a varied selection of School and Account Books

Prayer and Hymn Books for different denominations

Music, Charts, Log Books, Playing Cards French Writing Paper, Violins

Concertinas, French Musical Boxes Albums, Initial Note Paper & Envelopes Tissue and Drawing Paper

A large selection of Dime & Half Dime

**MUSIC, &c., &c.,**

Lately appointed Agent for the OTTAWA PRINTING & LITHOGRAPH COMPANY

Also, Agent for J. LINDBERG, Manufacturing Jeweler.

large selection of CLOCKS, WATCHES

MEERSCHAUM PIPES, PLATED WARE, and

JEWELLERY of every description & style May 14. tff

**GEORGE BOWDEN,**

Repairer of Umbrellas and Parasols,

No. 1, LION SQUARE, ST. JOHN'S, N. F.

**T**HE SUBSCRIBER, in tendering thanks to his friends for the liberal patronage hitherto extended to him, begs to state that he may still be found at his residence, No. 1, Lion Square, where he is prepared to execute all work in the above line at the shortest notice, and at moderate rates.

All work positively finished by the time promised.

Outport orders punctually attended to.

St. John's, Jan. 4.

### HARBOR GRACE

**MEDICAL HALL,**

**W. H. THOMPSON,**

Proprietor,

Has always on hand a carefully selected Stock of

**DRUGS, MEDICINES,**

**DRY PAINTS,**

**Oils, &c., &c.,**

And nearly every article in his line that is recommendable:

Gallup's Floriline for the Teeth and Breath

Keating's Worm Tablets

" Cough Lozenges

Rowland's Odonto

Oxley's Essence of Ginger

Lampough's Pyretic Saline

Powell's Balsam Aniseed

Medicamentum (stamped)

British Oil, Balsam of Life, Chlorodyne

Mexican Mustard Liniment

Steer's Apodidoo

Radway's Ready Relief, Arnold's Balsam

Murray's Fluid Magnesia

" Acidulated Syrup

S. A. Allen's Hair Restorer

Rosier's " "

Ayer's Hair Vigor

" Sarsaparilla

" Cherry Pectoral

Pickles, French Capers, Sauces

Soothing Syrup, Kaye's Coaguline

India Rubber Sponge, Teething

Sponge, Tooth Cloths

Nail, Shoe and Stove Brushes

Willow Walch's Pills Morrison's Pills

Cookle's " Radway's "

Holloway's " Ayer's "

Norton's " Parsons' "

Hunt's " Jaynes' "

Holloway's Ointment

Adams' Indian Salve, Russia Salve

Morehead's Plaster, Corn Plaster

Mather's Feeding Bottles

Bond's Marking Ink, Corn Flour

Fresh Hops, Arrowroot, Sago, Gold Leaf

Nelson's Gelatine and Isinglass

Bonnet Glue, Best German Glycerine

Lime Juice, Honey, Best Ground Coffee

Nixy's Black Lead

Roth & Co.'s Rat Paste

Brown's Bronchial Troches

Woodill's Worm Lozenges

" Baking Powder

McLean's Vermifuge

Lear's India Rubber Varnish

Copal Varnish,

Kerosene Oil, Lamps, Chimnies, Wicks, Burners, &c., &c.

Cod Liver Oil, Fellows' Compound Syrup of Hypophosphites

Extract of Logwood, in lb. boxes

Cudbear, Worm Tea, Tilet Soaps

Best Perfumeries, Pomades and Hair Oils

Pain Killer

Henry's Calcined Magnesia

Enema Instruments, Goid Beater's Skin

Fumigating Pastilles, Scilliz Powders

Furniture Polish, Plate Polish

Fumouring Essences, Spices, &c., &c.

Robinson's Patent Early Groats

All the above proprietary articles bear the Government Stamp, without which none are genuine

Outport Orders will receive careful and prompt attention.

May 14 tff

**LeMessurier & Knight,**

COMMISSION AGENTS.

Particular attention given to the Sale and Purchase of

**DRY & PICKLED FISH**

**FLOUR, PROVISIONS, WEST INDIA PRODUCE**

—AND—

**DRY GOODS.**

Consignments solicited.

St. John's, May 7, 1873. tff

**BLANK FORMS**

Executed with NEATNESS and DESPATCH at the Office of this paper.

**New York, Newfoundland and London Telegraph Company.**

### CASE.

The New York, Newfoundland and London Telegraph Company is constituted under Acts of the Legislature of Newfoundland, duly approved by Her Majesty in Council,—by the first of which, passed in 1854, it has for fifty years the exclusive right to land and work Cables and Telegraphs in Newfoundland, and on the Atlantic coast of Labrador. It has not been found possible to obtain in this country a print of the Act, but a copy exists in the Lincoln's Inn Library. A copy of the clause of pre-emption, to which Counsel's attention is specially directed, accompanies the case. The second Act we have not seen, but are instructed that it is not material to the question raised by this case.

By the clause of pre-emption power is reserved to the Government at any time, after 20 years from the passing of the Act, to purchase by valuation "the telegraph lines, wires, cables, apparatus, vessels, and all other property connected therewith."

The question on which the opinion of Counsel is sought is, whether on the proper construction of that section the Company is, in the event of the right of pre-emption being exercised, entitled to claim compensation for the profits which may be made during the residue of the fifty years for which the concession was granted, or whether the valuation must not be made on the then value of the undertaking, calculated as a going concern.

On the part of the framers of this case, it is suggested that the latter is the true construction of the clause, and the following reasons are advanced in support of the suggestion.

(1) The right of pre-emption at the end of 20 years, was one of the conditions of the concession, and intended to be beneficial to the Government.

(2) The somewhat long period of 20 years, during which the right was not to be exercised, was fixed because it was considered right to give full time for the undertaking to develop its full value, and to enable the promoters to recoup themselves by a monopoly during that period for their preliminary outlay and risk.

(3) If all future profits, during the term of the concession, were to be capitalized and paid for, no benefit would be derived by the Government from the exercise of the right of pre-emption reserved on the grant of the concession.

(4) No mention of any "good-will" is made in the clause of pre-emption, and the words, "all other property" are controlled by the contract, and can only mean all other property of the same character as that described by the words which precede.

(5) It would be scarcely possible to value the future profits, having regard to the contingencies of competing lines, fresh discoveries, injured cables, &c.

On the other hand it will be argued that (a) the whole undertaking, being the result of private enterprise, the Government is bound to compensate the concessionaires and those who claim through them, not only for all their expenditure and present value, but for the profits to be acquired by the future development of the undertaking within the period of the concession.

(b) The right of pre-emption must be construed strictly, and will not justify confiscation. It must be construed in the same sense as if the purchase under it were made by the Government under compulsory powers for public purposes.

(c) Having regard to the recent development of telegraphic science, the period of 20 years has not proved sufficiently long to be remunerative, and if the right of pre-emption be exercised at all, the period before its exercise should be extended on the principle admitted in the case of valuable patents not at first developed, or a sum should be allowed in compensation for the future value.

(d) Unless the telegraph wires, &c. be purchased at the value of old iron and stores, which is not suggested, the element of good-will must be introduced, and that element includes the chance of future profits.

The reply to all these points is shortly, that the right of pre-emption is intended to reserve, and does, in fact, reserve to the Government a right to put an end to the concession; and in doing so to purchase on the same grounds and conditions as those upon which the Company, if dissolving or giving up business, would sell to successors in the same business; and that the whole undertaking, with its plant, &c. must be valued on that basis. Counsel is requested to consider this case and the accompanying extract from the Act of 1854, and to advise.

Whether in the event of the Government of Newfoundland exercising the right of pre-emption reserved by that Act, the valuation will be of the telegraphic wires, plant, &c., as a going concern, at its then value, upon the basis of

a sale by the Company to successors in the same business; or whether the Company can claim to be compensated for all the estimated profits of the remaining thirty years of the concession.

Lincoln's Inn, 1st April, 1873.

We are of opinion that the Government of Newfoundland can, at any time after the 15th of April, 1874, exercise its right of pre-emption, and take possession of the Telegraph lines and plant of the New York, Newfoundland and London Telegraph Company.

In the event of the Government exercising such rights, we are of opinion that the amount to be paid by the Company will be the value of the property of the Company, such as poles, wires, cables, apparatus, &c., to be valued, not as mere materials, but as erected for the purposes of telegraphy.

But the Company will not be entitled to receive any sum for the value of its business, nor any compensation for goodwill, or in relation of the future earnings of the Company.

The Company is incorporated, and obtains the powers under the 17th Vic., C. 2, (Newfoundland Act). By the 14th Section the Company obtained an exclusive right as against other Companies and individuals to erect and work Telegraph lines within the Colony for 50 years, subject to the power of the Governor in Council to determine that right at the end of 20 years. By the 15th Section, if the right of pre-emption be exercised, arbitrators are to be appointed who shall appraise "the Telegraph lines, wires, cables, apparatus, vessels, and all other property connected therewith;" and on payment of the amount of valuation, all that which is above mentioned becomes the property of the Government of the Colony.

Throughout the whole of the Act we can find nothing which points to any compensation being paid for the business or goodwill, but only for the chattels and actual property of the Company.

Whilst the word "property" sometimes has an extended meaning, it is clearly used in the 15th Section as applying only to things ejusdem generis, with wires, cables, apparatus, &c.

We would observe that when it was intended, under the English Act (31 & 32 Vic., C. 90), to give compensation for the future profits of the Telegraph lines purchased by the Government, the words were clear and explicit, that "20 years' purchase of the net profits" during the year preceding the passing Act should be paid to the Companies.—(See Sec. 8.)

The reason why no compensation is to be paid to the Newfoundland Company for goodwill or future profits is that that Company obtained 20 years' exclusive right as a return for their outlay, which the English Companies never had.

For the above reasons we are of opinion that the New York, Newfoundland and London Telegraph Company is entitled to no payment for goodwill in the present or future, nor for any value of its business, but only for its plant, &c., plus the cost of erecting it.

(Signed) RICHARD BAGGALLY.  
(Signed) HENRY JAMES.  
April 1, 1873.

**NEW YORK, NEWFOUNDLAND AND LONDON TELEGRAPH COMPANY.**

### COPY.

The papers previously laid before Counsel are sent herewith.

Upon the opinion being used in the City to-day, the gentlemen on whose behalf the opinion was taken were met by the assertion that the opinion was on a wrong basis, being taken only on the Act of 1854, without reference to the second Act. Counsel will remember that the existence of the second Act had not escaped our attention, but that according to our instructions it was not material for the decision of the question.

No date being given in the Prospectus, the second Act had not been discovered when the former case was prepared; but this has now been done, and a full Copy accompanies this case. It appears to us, on perusing it carefully, that we were rightly instructed that it is not material for the question on which Counsel have already advised. It provides among other things for the possible amalgamation of the New York, Newfoundland and London Telegraph Company with the Atlantic Telegraph Company, or any Company incorporated for similar objects; and declares that upon such amalgamation the consolidated Company shall have all the rights, powers and privileges which the New York, Newfoundland and London Telegraph Company has, or can have, under its Charter or Act of Incorporation; but by Clause 4, it is expressly provided that nothing in the Act contained shall affect any lien, claim, right, title, interest or privilege secured to the Newfoundland Government under provision of the first-recited Act. This saving clause appears to us to be quite sufficient to leave the