

The Evening Advocate

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The Weekly Advocate.

Issued by the Union Publishing Company, Limited, Proprietors, from their office, Duckworth Street, three doors West of the Savings Bank.

COAKER, General Manager
RBS Business Manager

Our Motto: "SUUM CUIQUE"



"To Every Man His Own"

SUBSCRIPTION RATES:

The Evening Advocate to any part of Newfoundland and Canada, \$2.00 per year; to the United States of America and elsewhere, \$5.00 per year.

The Weekly Advocate to any part of Newfoundland and Canada, 50c per year; to the United States of America and elsewhere, \$1.00 per year.

ST. JOHN'S, NEWFOUNDLAND, WEDNESDAY, JULY 4th., 1923

INDEPENDENCE DAY

The Stars and Stripes is flying over the United States today in honour of the "greatest" of all American holidays—the "Glorious Fourth" or Independence Day. One hundred and forty seven years ago, this fourth of July saw the birth of a nation whose greatness has not even dimly realized. In the century that has passed since the Stars and Stripes were first unfurled to the fair winds of Heaven, America has become the greatest republic in the world as well as a financial and industrial centre of the universe. The celebration of July 4th by the American people has decreased in enthusiasm any more than they have the flag has diminished thru the years of turmoil and the world is just emerging. During those years the United States have had their share of internal troubles and their continued prosperity, but the pride of the American in the proverbial freedom of his country has been one of the strongest defences against the onslaughts of "the enemy within the gates."

To-day and in the troublous days that have passed we have seen the United States stand shoulder to shoulder with Britain against the common enemies of humanity. All bitterness is forgotten and only the unseverable friendship is uppermost in the minds of those two peoples. Friendship makes for the greatest international peace the world has ever known.

FISHERY OUTLOOK

At the general fishery season has begun, much interest is naturally centred on the fishery reports from various sections of the country.

It is hoped that the fishery will be a good one for the country certainly cannot afford to have a shortage.

Reports to date, from sections of the North, indicate the voyage already has started fairly favourably, and is a good "sign" of fish in various sections.

It cannot be forgotten that the country depends very much upon the work of the fishermen, and, however the general situation, the great asset will be our industry.

Our hope, therefore, that our toilers will be rewarded for their voyage, so that they will be encouraged in their undertakings throughout the season; and let us hope that the handling or marketing of this year's catch will be conducted by business men in such a sensible way as will ensure the highest returns to the fishermen.

SERVICE TO ALL

In another column there is published an account of yesterday's Rotary Club meeting which was addressed by the United States Consul, Mr. J. R. Benedict, and who, on behalf of the Rotary Club of Detroit, presented our local club with a very beautiful silk American flag.

The presentation by the American Consul was, we think, a very appropriate one, and may be taken as a significance of the good relations which exist between our country and the Great Republic. The need for the continuance of the pleasant relations always existing between us will always obtain, and such expressions of mutual goodwill as given by the American Consul to the Rotary Club will tend to make closer the bonds which bind Newfoundland to the great English speaking nation to the South. To the complete understanding of the English speaking people the future will hold much as far as peace and prosperity are concerned; and this is shown by the growing strength of the English Speaking Union, which is an organization rapidly developing, having for its membership many of the most prominent public men of England, America and the British Colonies.

And while the Rotary Club may be limited in its extent, the advocacy of its principle of "Service to all" cannot fail to have a

The Railway Agreement

THIS AGREEMENT made the ninth day of June in the year of Our Lord One Thousand Nine Hundred and Twenty Three BETWEEN HIS EXCELLENCY SIR WILLIAM LAMOND ALLARDYCE, K.C.M.G., Governor of Newfoundland and its Dependencies in Council (hereinafter called the Government) of the one part and THE NEWFOUNDLAND COMPANY LIMITED (hereinafter called the Company) of the other part.

WHEREAS disputes have arisen and are subsisting between the Government and the Company respecting the construction maintenance and operation of the Newfoundland Railway and its Branches and otherwise arising out of the mutual dealings and the respective rights and obligations of the Government and the Company under the various Contracts relating to such Railway and Branches:

AND WHEREAS such disputes have reached a stage at which, unless settled by mutual agreement, they can only be disposed of by arbitration or litigation:

AND WHEREAS the Company has entered into a tentative agreement with Sir W. G. Armstrong, Whitworth and Company, Limited, and with the Commissioners of His Majesty's Treasury for the immediate development of the water-powers in the Humber River watershed and the immediate construction and continuous operation of a large modern pulp and paper mill in the Humber Valley, and Newfoundland Power and Paper Company, Limited, and the said Sir W. G. Armstrong, Whitworth and Company, Limited, have made proposals to the Government for the guarantee of certain second debentures and for other assistance in the establishment of this enterprise:

AND WHEREAS it is desirable in the interests of the Colony and particularly having regard to labour conditions existing at the present time to encourage the influx of new capital into the Colony for the development of its natural resources and the establishment of new industries, thereby benefiting trade in general and providing new avenues of employment for the people of the Colony:

AND WHEREAS such arbitration or litigation as aforesaid would be uncertain, protracted and expensive, and would absolutely prevent the immediate establishment of the said proposed enterprise, and it is desirable in the interests of the Colony that the said disputes should be settled finally and immediately by mutual agreement:

Now this Agreement Witnesseth as Follows:—

1. THIS Agreement is subject to the approval and confirmation by the Legislature of the Colony of this Agreement and of two Agreements of even date herewith made between the Government and Newfoundland Power and Paper Company, Limited.

2. The Company and its subsidiary companies shall retire absolutely from all transportation (including express) operations in and from the Colony and from the Docking business in Newfoundland.

3. THE Company shall convey and assure or procure to be conveyed and assured to and vested in the Government free from encumbrances:

(a) Its eight steamships, Kyle, Meigle, Sagana, Glencoe, Argyle, Clyde, Home and Petrel with their apparel, tackle and furnishings;

(b) The assets and goodwill of its express business;

(c) The Dry Dock and premises (subject to the rights if any of Newfoundland Atlantic Fisheries Limited) with all buildings, plant, machinery, equipment, stock in trade and the goodwill of Newfoundland Dockyards Limited, but excluding bills receivable and payable by the latter Company at that date of transfer;

(d) The Company to procure the surrender of the existing lease in favour of the St. John's Light and Power Company, Limited, on the provision of the new sub-station referred to in paragraph 8 (d);

(e) All stocks of railway steamship express and telegraph supplies and material on hand belonging to the Company;

(f) All buildings, rolling stock, equipment and accommodations including telegraph lines provided by the Company under the Railway Contracts or in connection with the railway steamship or express services (including the terminal facilities enjoyed by the Company at North Sydney).

4. The Government and the Company shall respectively be relieved from all claims whatsoever which either party may have or think it has

against the other with respect to any matters whatsoever affecting or incidental to the Railway Steamship, telegraph express or dock service and from all obligations and liabilities past, present or future, in connection with the construction provision equipment maintenance operation of the said services or any of them or heretofore imposed upon the Government or upon the Company by any statute or by any contract or agreement whatsoever; and by way of illustration only, and so as not to exclude any other items the following matters shall be included under this head:

(a) The claim by the Company that the Government is under obligation under the Transportation of Timber Act 1904 to provide the Company with over two hundred and seven thousand acres of timber land;

(b) All claims if any by the Company for transportation or other services over and above contractual requirements either during the war period or at any other time;

(c) All claims if any by the Company in respect of the competition of the Government in freight and passenger transportation;

(d) All claims if any by the Company in respect of subsidies unpaid and of money due and unpaid on operating account under any contract or agreements relating to the operation of any of the said services;

(e) All claims if any by the Company in respect of money due and unpaid on Branch Railway Construction account;

(f) All claims if any by the Company for damages in respect of breaches by the Government of all or any of the various contracts and agreements relating to the establishment and operation of all or any of the said services;

(g) All claims if any by the Government in respect of construction and operating contracts, including operations under the Railway Commission and subsequent temporary operating contracts and whether for debt default or damages.

5. AS the final and complete consideration for all matters included in this settlement the Government shall pay to the Company in bonds of the Colony at par maturing in twenty years bearing interest at five per cent. per annum and charged upon the funds of the Colony the sum of Two million dollars or the equivalent of the Company the sum of Great Britain calculated at the rate of exchange prevailing on the date of the passing of the legislation hereinafter mentioned. Such payment shall be made within a reasonable time after such legislation as may be necessary for the confirmation of this Agreement and the execution of the said bond issue has passed the Newfoundland Legislature.

6. THE said railway steamship telegraph and express services shall be taken over by the Government as a going concern provided however that all debts due or claimed to be due on operating account to or by the Company shall be deemed to be included in this settlement. The Government shall be entitled to the balance to the credit of the Company's Railway and Steamship Account and Newfoundland Express Company Account in the Bank of Montreal.

7. THE Company shall procure that St. John's Light and Power Company, Limited, hereinafter called the Power Company, shall for itself and its assigns enter into a contract for not less than ten years nor more than thirty years for light and power for the Railway terminus and dock at a discount of twenty five per cent. off its regular rates to ordinary customers or at its lowest rates to any customer whichever shall be less.

8. TO protect such contract and ensure a continuous supply of light and power for St. John's the Government shall:

(a) Subject to existing rights if any introduce legislation authorizing the grant to the Power Company of the water powers of Pierre's Brook and Tor's Cove Brook (now held by the Company under an approved application under the Crown Lands Acts) as a reserve supply free of royalty or other charge until developed, after which the same shall be subject to an annual royalty of fifty cents per horsepower used;

(b) Introduce legislation to en-

able the Company to assign and mortgage its franchises under the St. John's Street Railway Charter 1896 and otherwise in order that necessary capital for improving the power plant and street railway may be secured;

(c) Subject to the approval of the Government Engineer or of persons from time to time nominated by him which approval shall not be unreasonably withheld permit the Power Company to carry its transmission lines along the right of way of the Trepassey and West End Branches of the Railway; and

(d) Provide the Power Company with a free site either in the Municipal Basin or on the dump or made land west of the Gas Works for the erection of a new Sub-Station at St. John's and the provision of terminal facilities for the street railway before requiring possession of the present sub-station and street railway terminal.

9. THE settlement contemplated by this Agreement shall be a complete final and absolute settlement of all questions and disputes between the Government and the Company on railway steamship telegraph express dock and other matters, and is intended to cover every relation between the parties and exclude all possibility of arbitration or litigation between the parties in connection with anything which has happened prior thereto.

IN WITNESS WHEREOF His Excellency the Governor in Council has caused the Great Seal of the Colony of Newfoundland to set hereto and as signed these presents and Reid Newfoundland Company, Limited, has caused these presents to be executed in accordance with its regulations the day and year first before written.

By His Excellency's Command,

Colonial Secretary.

The Common Seal of Reid Newfoundland Company Limited was hereunto affixed in presence of

President.

Secretary.

THE STORM

The Advocate has been publishing in its advertising columns reports of the loss of traps, etc., in the recent storm.

While the storm was not as severe as was thought, several losses have been reported and we would call the attention of our readers to the kindness of reporting any fishing gear picked up. It would be welcomed news for those who have suffered losses.

TRAP LOST AT TILTING

(Special to Advocate)

TILTING, July 4.—Considerable damage was done by storm at Tilting, including loss of several traps. Any person picking up rap with initials J. M. B. will kindly communicate with Wm. Burke, Tilting.

GARLAND CLUB HAD ENJOYABLE EVENING

Trinity East,

Dear Sir,—Some time ago a very enjoyable evening was spent here by the members and friends of the "Garland Club," which terminated the meetings of the club for the summer season.

A splendid programme, featuring song recitations and musical selections was gone through, which was greatly enjoyed.

The Garland Club was formed in March of last year, with officers as follows:

James Evelyn, President.
Reuben Layte, Vice President.
Wm. Fowlow of Martin, Secty.
Colin Evelyn, Treasurer.

The Club has had a very successful and interesting beginning, and everything points to a growing future.

Thanking you for space.
Yours very truly,
WM. FOWLOW, Secty.

Blacklead brushes should be washed occasionally in warm soapy water, to which soda has been added. Swill them around, renewing the water as it becomes dirty.

Lasts Longest

BABBITT'S
BORAX
SOAP

1776 SOAP POWDER
BEST LYE

Goes Farthest

John Rossiter,
DISTRIBUTOR FOR NEWFOUNDLAND.

More Congratulatory Messages to Sir Wm. Ford Coaker, K.B.E.

St. Chad's,

June 22, 1923.

Sir William Ford Coaker, K.B.E.

On behalf of the F. P. U. Council of St. Chad's we tender you our heartiest congratulations upon the bestowal upon you by His Majesty King George of the honour of Knight Commander of the British Empire. We regard this signal token of Royal pleasure as an honour conferred upon you for your great work in the country as President of the Fishermen's Protective Union, and we sincerely trust that you will long be spared to enjoy the honour so graciously bestowed.

Signed on behalf of St. Chad's Council.

WM. TROKE, Chairman.
GEORGE TROKE, Secty.

Bonne Bay,
June 24th, 1923

Hon. Sir W. F. Coaker.

Sir,—I beg to avail of this opportunity, although rather late, to congratulate you on the high honour conferred by His Majesty King George V. May you live long to enjoy the well merited honor conferred on you. You sir have your enemies, but the public man today who has no dogs barking at his heels, is doing nothing for his country or people. Therefore your name will go down in history as one who has fought for the common people, and after your star has set, will be remembered as a king among men.

I have the honour to be,

Sir,
Your obedient servant,

GEO. W. WILTON.
Bonne Bay,
June 25th, 1923.

Sir W. F. Coaker,
St. John's.

Sir,—Permit to congratulate you on the well merited honour conferred on you by His Majesty the

King. May you live long to enjoy the privilege which God has given you. A big majority of the people realize you are with them. I sincerely hope you will be spared many years to continue the good fight, and that the history of your life's toil will be fully known and published in order to show the world that you as a Newfoundlander have fought for the benefit of the toilers.

G. C. TULK.

Princeton,

June, 1923.

Sir W. F. Coaker, K.B.E.

I sincerely congratulate you upon the honour bestowed upon you by His Majesty the King. Fighting thus for your fellow countrymen your adversaries will fall behind you and you shall continue from conquering to conquer.

WALTER WHITE.

Sir Wm. Coaker, K.B.E.

Sincere congratulations on the high honour which is yours in the knighthood recently conferred on you by His Majesty the King. No Newfoundlander in our country has or can possibly more worthily wear the honour than yourself. It is an honour which you have deservedly won by your life long service of hard toil on behalf of the common people of our country. The highest wish of your sincere friends is that you may be spared many years yet to enjoy your honour and continue your labours in the interests of the people whose cause you have always so fearlessly and nobly espoused.

JOSEPH R. PARSONS.
Lumsden.

When light-coloured suede shoes become dirty, clean them with turpentine. Put the shoes on trees, and rub with a clean rag. Afterwards clean in the usual way.

SALT! SALT!!

EX S. S. BRATTINGSBORG, NOW DISCHARGING

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