

Toilers Final Fight For Liberty

**Four Hundred and Sixty Electors of Winterton,
Burnt Head, Hant's Harbour, Barened Charge Kean
with Criminal Negligence, and Demand His Arrest.**

The BANKING AGREEMENT OUTRAGE

Merchants Attempted to Make Slaves of Banking Fishermen Only 36 Years Ago.

A Charge of 20 Per Cent. Premium For Cash on Account—Men to be Arrested as Deserters if Absent From Their Ship Two Hours, and the

RIGHT AT ANY TIME TO DISCHARGE ANY MEMBER OF CREW WITHOUT NOTICE

Hon. A. W. Harvey Introduced Bill to Compel the Fishermen to Give all Their Voyage of Fish to Supplier or be Imprisoned but House of Assembly Liberals Killed His Slavery Bill

The merchants attempted to force through the House of Assembly during the Thorburn Administration an agreement called the Banking Agreement. It was defeated through the energetic endeavours of the few Liberals then forming the Opposition Party. The Opposition Party by its tactics in the House so aroused the people that the Graball Clique then in power were compelled to withdraw the measure. That was about 35 years ago, at a time when the Banking Industry was carried on in its vigour and at its best.

At that time they attempted to place each Bank fisherman on a weekly allowance of one gallon of flour, one pound of oleo butter, two pounds of No. 2 hard bread, quarter gallon of molasses, five pounds of beef and pork and two ounces of tea. If more was used, each man was to be charged with the value and it was to be deducted from his part of the voyage. They also intended to have every man who was absent from his vessel two hours, arrested as a deserter, the smallest punishment for which was six months in prison.

Not only was the Banker to be imprisoned but all his interest in the voyage was to be forfeited—no matter if he had landed 100 quintals of fish as his part of the voyage—it was to be taken from him if he absented himself from the vessel two hours. No man could leave his schooner even when fitting out, nor was he to have the right to put a man in his place if he needed a day home to attend to his affairs.

The sections published below are copied from the Bill as introduced into the House of Assembly. It has not been seen in print for many years, and it will prove interesting reading for our young fishermen who will be able to form an idea from it of what their fathers were compelled to contend with only 35 years ago.

They were held responsible for everything put on board of the vessel—goods, stores, chattels, gear, etc., and if missing or mislaid or lost the value of such missing goods or property was to be deducted from their share of the voyage. They were to be sued for such value if not coming to them as their share of the voyage, before a magistrate and their houses and boats were to be taken and sold to pay such demands.

Each fisherman was to be held responsible for the schooner, and to keep her in proper condition, and see that she was delivered up clean and in good order when the voyage ended. They were to unload and dismantle the schooner as well as fit her out in Spring and do what ever the captain deemed necessary. In event of any fishermen going astray on the Banks or being absent from their vessel they were to have no further claim upon the proceeds of the voyage, and if they never turned up, their families were not to receive a cent of the proceeds of the voyage—no matter if they strayed the first trip in the Spring.

Those inhuman monsters are the merchants of to-day in many cases, in a few instances the merchants of to-day are the sons of the men who attempted to bring the Bank fishermen of Newfoundland under such slavery as aforementioned. The toiler was to have no voice or no appeal, or no right even to complain. They had to bow to this serfdom or die.

The Liberal Party saved the fishermen from this yoke, at that time led by Sir Wm. Whiteway.

The same ideas still prevail, the same laws would be passed to-day if Graballism dared do so—for what Munn, Bowring, Kean and the Government clique are aiding and abetting to-day in respect to last year's sealing disaster is 1000 times worse than the yoke attempted 35 years ago by the merchants.

The Banking Agreement concerned the toilers earnings—but the Kean outrage concerns the toilers lives as well as their earnings—78 men are as so many pieces of wood to Munn if we consider his ideas by what he thinks of the findings of the sealing Commission regarding Kean.

Then the Master of a schooner was to have the right at any time without notice to discharge any member of the crew, if he had reason to believe such a fisherman made use of spirituous liquors. The catch was to be landed wherever the owners wished, and to be sold wherever the owners thought fit and at what price the owner wished to give—or current supplying rates—and no matter what happened to the fish landed where the owners directed, the owner was not responsible to the crew for the value until the fish came into the owners stores.

The crew were to pay for salt, oil casks, bait, freight, seine line, fish making, insurance, scraping masts, tarring and setting up rigging, dismantling, painting, cleaning vessel, boys' wages, a full share for the vessel, a man's share each for the cook and master, and when all those charges had been provided for the crew were to have half their catch.

We would like to ask what wages did they intend to permit the men to own, for if all of those charges were taken from the voyage very little would be left for the men's share? What was the men giving half their catch for, if not to pay for those very expenses incurred by the owners? They also intended to count each dory's fish and pay according to the number taken by each dory. The merchants' account was to be paid first and if cash was advanced during the season,—no matter how much a fisherman had to his credit—the merchant charged a premium of 20 per cent. The freight and fish was to be fixed at sixty cents per quintal.

Now men of the North and West, what think you of those taskmasters who would attempt to copper fasten such a law upon your backs? Who were these men that attempted this outrage? They are present day merchants. They tried to make serfs of you only 35 years ago and to-day Jack Munn is the moving picture in their hands and is endeavouring to bind you once more and enslave you, because he dares you to possess an opinion of your own, or to make a reasonable request known.

Munn scorns your organization and defends a man found guilty of criminal negligence by the Sealing Commission, which negligence led to the death of 78 of your countrymen, and he brazenly and impudently asserts that this dangerous man shall again sail in command of 279 lives and he defies you to stand in his way—and to do this he has already dishonoured his firm and made their Liverpool House the plaything of trickery.

The late Hon. A. Harvey went so far as to introduce a Bill into the Legislature in 1887—in the Thorburn Government's time—to make it a criminal offence if a fisherman sold fish to any person but the merchant that supplied him. That was another attempt to enslave the fishermen.

We will have more to say about this Agreement and Mr. Harvey's Bill in another issue.

SECTIONS OF THE BANKING AGREEMENT

Sec. 2.—The said merchant agrees to find and provide for the said other parties and supply them during such voyage or voyages with provisions in quantities per week for each man according to the scale following that is to say:

2 lb. Bread	¼ gal. Molasses.
1 gal. Flour	5 lbs. Pork or Beef.
1 lb. Butter	2 oz. Tea.

or the equivalent value of same. For any excess over said quantities the party or parties receiving same shall pay at prices similar to those charged to the schooner put on board of her for the purposes of the said voyage or voyages.

Sec. 3.—That he will not at any time whether at sea or in port leave the said schooner without the permission of the Master of the schooner. Each of the said parties hereby agrees that should he be absent from the said schooner for the space of two hours without such permission he may be regarded and dealt with as having deserted the said schooner and that by such absence all the right and interest in the voyage or voyages of the said schooner which has

accrued or is due to him under this agreement up to the time of the commencement of such absence is forfeited by him and becomes the property of and payable to the said Merchant or his assigns.

Sec. 4.—It is also agreed that should any of the said other parties be absent during working hours from the said schooner without the permission of the Master while she is in port and fitting out or preparing for any voyage discharging or taking in cargo or stores he shall at the option of the said Master be liable to and shall pay a fine of not exceeding two dollars for each working day or part thereof and shall not have the right of putting any man in his place during such absence.

Sec. 5.—Each of the said other parties further agrees that he will during the continuance of this agreement be accountable for the value of all such goods, chattels, stores, property and effects and each item and parcel thereof as may be in his care or custody and that such value may be deducted and retained by the said Merchant or his agent out of any amount due to him under this agreement or sued for and recovered by action at law at the suit of the said Merchant or his agent should there be no amount due under this agreement. Also that he will assist in getting the said schooner ready to proceed on the said voyage or voyages and each of them and in keeping her in good order and clean during the continuance of this agreement and at the termination thereof shall deliver her up to the said Merchant at such port or place as he may name and after arrival at such port or place aid and assist in unloading and dismantling her and in cleaning out or doing whatsoever else may be by the Master of the said schooner considered necessary in order that she and her tackle, apparel and outfit may be delivered up to the said merchant or his agent thoroughly cleaned and in good order and condition.

Sec. 6.—In the event of the crew of any dory belonging to the said schooner going astray on the banks or from other causes being absent from their vessel they shall not be entitled to any share of the fish caught during their absence and should such absentees not resume their work under this agreement within two days after the next arrival of the schooner in any port or place in Newfoundland they shall cease to have any interest in the further prosecution of the voyage or voyages and be entitled to have only the share or proportion due to them at the time of their so going astray or being absent.

Sec. 10.—The Master of the said schooner shall have the right at any time and without notice to discharge any one or more of the said other parties to this agreement if he has reason to believe that such party makes use of spirituous liquors.

Sec. 13.—It is agreed that the fish caught during the voyage or voyages upon which the said schooner shall proceed under agreement shall be landed for making at such place or places as the said merchant may direct; also that the said merchant may sell and dispose of all the fish, oil and other produce of the said voyage or voyages whenever or wherever he may think proper and that he may at any time take any of such fish ex salt bulk in which event the shermen shall be paid for fish so taken at the current rates or as may be agreed on; also that the said merchant shall not be in any way liable or responsible for any fish or other proceeds of such voyage or voyages until and unless the same shall come into his possession.

Sec. 14.—In consideration of the due and faithful performance of their part of this agreement by the said other parties the said Merchant hereby agrees and promises that he will render to them a true and faithful account of all fish, oil and other produce of the said voyage or voyages which shall be delivered to him or his order, that he will account to them at the St. John's current dealing price for the same and that after deducting from the total value of such fish, oil and other produce all charges for salt, oil-casks, bait, freight, seine-hire, fish making, insurance from port where fish is made to port of delivery of same to the said Merchant or his assigns towage, pilotage, medicine, scraping-masts, tarring and setting up rigging, dismantling, painting and cleaning of vessel and boys wages (if one be employed in said schooner) the balance after taking therefrom a full share for the vessel and a man's share each for the Master and Cook of said schooner shall be divided one half to the said Merchant and the other half to the crew of the said vessel but out of this other half so much shall be retained by the said Merchant as may be necessary to represent the shares of men shipped on wages.

Sec. 15.—But should the said Merchant or Master think fit the latter may count the fish caught during the voyage or voyages by each dory and the said other parties to this agreement may appoint one person to check each such count and to sign on their behalf the note, memorandum or tally thereof of any such note, memorandum or tally shall be conclusive and binding on each party as to the number of fish put on board the schooner from each dory. As soon as convenient after the arrival of the schooner in port the note, memorandum or tally of such count shall be delivered to the said Merchant or agent by the said Master and from it the shares of fish for each party entitled to a share thereof shall at the termination of this agreement be ascertained and the men in each dory shall have as their share the value of half the net proceeds of the fish which by such note, memorandum or tally appears to have been caught by them in their own dory. And the said fishermen hereby agrees to account to them for such share at the price and subject to the charges, deductions and terms set forth in clause 14 of this agreement.

Sec. 16.—Each of the said parties of the other part here by agrees that the account of the said fishermen or of whoever may be the supplying Merchant shall be a first charge on and deducted from the wages or share payable under this agreement; also that any cash paid by the said Merchant or his agent to any of the said other parties at any time before the settling and closing of the accounts of the voyage may at such settling and closing be charged to such party together with a premium of twenty per cent. thereon— which cash and premium the party receiving such cash hereby agrees to pay. The cost of fish-making and of freight is agreed at sixty cents per quintal.

(To be continued)

Princeton Ready Take Hand In Kean Matter

To President Coaker.
This Kean-Bowring matter is but another step upwards in our Country's transformation. We are ready to hold up your hands.

PRINCETON.