Bowring's Grocery Dept.



LET US PACK YOUR PICNIC BASKET MAYONOLA nakes delicious Sand-

5c. and 45c. Glass. CHOICE BOILED HAM SLICED BACON 42c. 60c. 70c. lb.

| Cooked Corned Beet | 30c. lb. |
|---------------------------------|--------------------|
| Fray Bentos Corned Beef | |
| Lunch Tongue, 1/2's, 25c. 1's, | |
| Potted Meats | 8c. tin |
| Sardines | |
| Oysters, ½-lb. tins | |
| St. Charles Evaporated Milk | |
| Nestle's Pure Thick Cream | 23c. & 40c. tin |
| Cocoa and Milk | 25c. & 50c. tin |
| Coffee and Milk | |
| Durkees Salad Dressing | 25c. & 60c. bot. |
| Fruit Salad, 21/2's, | |
| Sweet Mixed Pickles, 10-oz. bot | tle |
| White's Pickles and Chow Chow | , 20-oz. bot 45c. |
| Peek Freens English Biscuits | 60c. to \$1.20 lb. |
| | |

TAKE A LILY PICNIC PACKAGE

with you. It contains Table Cloth, Cups, Saucers, Spoons, Knives, Plates and Napkins. Why carry a load of heavy dishes?

Only 45c. Package.

PURE VIRGIN OLIVE OIL Quart Tins90c. 1 Gal. Tins\$3.25

KNAFFLE TOBACCO. A good smoke. 4-oz. Plug24c.

Children's White Shirting Knickers . . 45c. & 55c. pair Children's White Petticoats, with body 55c. each

Children's Nightdresses. Former price \$2.00. Now \$1.00

Coloured Sateen and Moreen Underskirts

95c. \$1.30, \$1.35, \$1.80, \$2.10, \$2.30, \$3.00 each.

White Embroidery Trimmed Underskirts

\$1.30, \$1.35, \$1.70, \$2.60, \$3.40 each.

Ladies' Silk Knickers

\$3.00 and \$4.80 pair.

Silk Boudoir Caps 90c. each

Ladies' Tea Aprons 60c. & 95c. each

White Lawn Aprons \$1.00, \$1.15, \$1.20, \$1.40

Ladies' White Knickers. Former price \$1.65. Now 75c.

Ladies' Pique Blouses, striped with braid buttons, \$1.85 ea.

Ladies' Gingham Dresses \$1.45, \$1.60, \$2.00, \$2.60 each. Ladies' Pullover Sweaters. \$2.50, \$2.70, \$3.40, \$4.30 to \$9.60 Ladies' Summer Vests 30c. 35c. 40c. each.

Men's and Boys' Bathing Suits \$1.00, \$1.20, \$1.60 Suit. Misses' Bathing Suits \$1.90 and \$2.10 Suit. Rubber Bathing Caps with elastic, 20c. each.

Children's White Lawn Dresses 2 to 6 years \$1.15 to \$2.15 each Children's Romper Crawlers Dainty assorted colours\$1.00 and \$2.00 each

Coloured Printed Quilts Circular Pillow Cotton \$2.60, \$4.00 and \$4.50 42 inch, 60c. 46 inch, 75c. yd. Blay Sheetings White Marcella Bed Spreads 75c. 85c. 95c. yard. \$4.00, \$5.00, \$6.00, \$6.50, \$7.25 **Bleached Sheetings** Pillow Cases 72 in. 95c. \$1.00, \$1.10, \$1.20 yd. Frilled, Hemstitched and 80 in. \$1.15, \$1.25, \$1.40 yd. Embroidered. 90 in. \$1.30 yd. 45c. 60c. 68c. 85c. 90c. \$1.20 Bla Cotton Sheets . . \$3.30 pr. Bolster Cases White Cotton Sheets 45c. 60c. and \$1.15

60 x 90 \$3.40 pr. Lace Centre Table Covers

72 x 90\$4.50, \$5.40 pr. White Nurse Cloth 70c. 85c. \$1.00 yd.

Cushion Covers White and Fancy Colours 48c. 50c. 57c. 65c. \$1.00, \$1.20. \$1.70

19c. 29c. 35c. yard. Cup Towelings, 24c. 28c. yard. Glass Toweling

Roller Towelings

Red and Blue Check . . 32c. yd White Turkish Toweling 28c. 34c. 42c. yard Huckaback, 40c. & 95c. yard. H. C. Toweling . . 15c. 19c. yard

Bowring's Drapery Department Bowring's Hardware Dept.



FLY SCREEN WIRE Galvanized, 32 inches wide 50c. yard FLY SWATTERS Good strong quality 22c. each TANGLEFOOT FLY PAPER Box of 250 double sheets\$1.65 Pkg. of 50 double sheets 35c. Double Sheet 4c.

WIRE DISH COVERS

| LAWN MOV from \$11.00 e | VERS |
|----------------------------|-------------|
| LAWN CLIPPERS | \$3.30 each |
| HEDGE CLIPPERS GARDEN | |
| Plain Rubber | |

BOWRING BROTHERS, LTD.

MORNING SESSION.

then, my Lord, the other plan is that tion. if the oral agreement was made it is superseded and replaced by the August has been suggested, though again I do mission agreement with H. D. Reid. minute agreement. Now, of course, not think it was argued, that the oral MR. HUNT-There is no definite MR. HUNT-There is no definite MR. HUNT-There is no definite MR. HUNT-There is no definite. that is not correct. If the oral agree- agreement was not made because, or statement that they were going to see terrupt my learned friend, but I do claims that the £250 and £400 a far as the work that the Trust was very earliest stages of their association ment is substantiated, then the com- rather, that Mr. Thomson's evidence further about options. mission agreement is not a substitu- in regard to these discussions on or MR. EMERSON—Well, I would like statements which are not only mis- wood and the £175 per quarter paid would the question of remuneration Reid makes two statements which tion of a new agreement in regard to before December 23rd, is incorrect on to see the report. However, my point representations, but are contradictory to the Trust should all be placed to by payment of commission arise; that have a material bearing upon the respecific transactions which were then the ground that he states there that is this: this was the statutory meeting of the position. The election of Dir- the credit of the Reid Company in under the special arrangements that sults of the Reid Company's subsethe oral agreement is an agreement would settle some of the points, which and looking generally at what happens Association and does notin general terms which contemplates were in dispute and that it was not at a statutory meeting the surprise to MR. EMERSON-I had forgetten Now the £250 a month, it is claimed, meruit would arise at all. the agency of the Trust as a general decided to send Mr. Reid to England me is that there was any report there that. My point is that it is a mereagent for the Reids in regard to all its until a couple of days before he left. at all to the shareholders, it is not ly formal meeting to comply with the penses of the Trust; but there is no ly in the same words, my Lord, but date. We appreciate your interest in Humber and the Exploration Company while the Reids had all the it was decided to send Mr. R. G. Reid various assets which we were entitled to England at least on January 9th, to deal with which are mentioned in in fact, I am not sure it is not Janu-Mr. Thomson's letter of November 5th, ary 7th. 1919. The only thing that the August minute does is to make in perhaps | MR. EMERSON-And he left on the

HER NERVES BETTER NOW

Received Much Benefit by Taking Lydia E. Pinkham's Vegetable Compound

ting worse until I could not do my own housework, and was so bad with my nerves that I was afraid

again. Through a friend I learned of Lydia E. Pinkham's Vegetable Compound and took four bottles of it. I gave birth to a baby boy the 4th day of September, 1922. I am still doing my own work and washing. Of course, I don't feel well every day because I don't feel my rest as the baby is so cross. But when I get my rest I feel fine. I am still taking the Vegetable Compound and am going to keep on with it until cured. My nerves are a lot better since taking it. I can stay alone day or night and not be the least frightened. You can use this letter as a testimonial and I will answer letters

couple of days before he left is untrue,

MR. HOWLEY-January 9th-15th or 16th, it is not clear when. MR. HOWLEY—It is quite clear that he left on the 15th to get a boat

from New York on the 18th.

MR. EMERSON-It is a bit doubtful whether he left Montreal on the 15th or 18th; but, as a matter of fact, to show that it was decided that be should go some time before it was intended that he should leave, and on the ninth it was not intended that he should go on the fifteenth, because on that day they talked about his arrival in England in early February, and consequently whatever the date on which the determination of sending him to England arose, it was a determination to send him to England some weeks later and not some days later It may be that his going to England was expediated; he may have left sooner than he intended, but at the time the decision was arrived at it was not a decision to send Mr. Re'd ion to send him over within a few weeks, and it becomes a question as to whether the memory of the Reid brothers on this point is much better than it was on some others as to whom the lectsion was arrived at for him to go t was decided actually on January ith; we know that it had been decided by January 9th, but that it had not as a matter of actual fact, is not at-

empted to be proved.

48c.

Sideboard Cloths

57c. 80c. 90c. \$1.20, \$1.70

Now, my Lord, that statement that it compulsory under the law, either unstatutory regulation. The fact that contract—even assuming that it was a that is my position. was only decided to send Mr. Reid a der our law or under the English law, there is a report there at all is a surand it seems to me to be simply an un- prise to me necessary document put to the shareholders, drawn loosely, and, in any event, it would be highly improper for them to put in anything about an agreement such as this, which at that time they had no certainty of being able to negotiate. There is nothing

and comfort in shaving is a consideration



then you

more exact language, in clearer lan- his argument, made a great ado about based upon the report; it is not a docn- Reid for the first time with a view to is only recoverable or can only go to to the Trust by Mr. Conroy, it is de- | "develop the assets of the Newfound" ed, and in language about which there ing of the share-holders, the statutory for the purpose of getting money; it this date, but it was discussed with can be absolutely no doubt, the oral meeting in December, 1919, and the is simply a report made to a formal Mr. Reid, and as I have already point- if this was an absolute contract with the very beginning. Your Lordship agreement as it applies to the specific fact that in that report there is no meeting called, for all practical pur- ed out, it was mentioned to him sim- the Trust without regard to its repay- will remember that the very first con-MR. EMERSON, (Continued)—Now assets that were then under considera- statement that Greenwood was going poses, simply to issue shares to those ply as confirmation of the oral agree- ment, then it is not to be taken into nection of any member of the Trust to negotiate, or Thomson and Green- from whom applications had been re- ment which already existed. The next point, my Lord, is this: It wood were going to negotiate, a com- ceived and to elect directors, and so Now, finally, I think the only other cause a credit is a repayment.

MR. HOWLEY-I rather fancy it

MR. EMERSON-And I would my learned friend has ever incorporated there was a report, even

MR. HOWLEY-The question is not whether or not there was a re- quantum meruit. port, but the question is what is in the report that was there. MR. EMERSON-Now the

that the Minutes No. 111

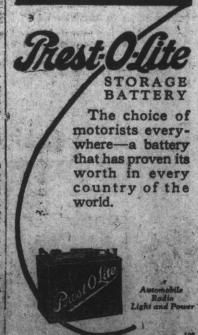
MR. HUNT-My learned friend will excuse, me,-"Following our letter "Mr. Greenwood has proceeded to 'Newfoundland, where he is now en "gaged on behalf of the Trust and with Mr. Reid's assistance in mak-"ing investigation into-various pro-"perties, titles, etc., and negotiating details of options on terms which "will ensure their being profitably "turned to account by the Trust. Mr 'Thompson also went to Canada with 'the same objects in view."

MR. EMERSON-It does not make the slightest difference to what. I said, but I agree with you. I had forgotten what was there. In No. 111 we have Minutes of the Plaintiff Company of the first of September 1920, and Mr. Howley has pointed out that in No. 6 of the questions which Major MacDonald reported to have taken up with Mr. H. D. Reid is mentioned "the payment to the Trust in commission or otherwise for ser-'vices in connection with the develop ment and sale of these properties Well, so it was taken up with Mr. Reid

went towards the management ex- MR. HOWLEY-It is not put exact- "Relative to your letter of even payment to the Trust and must be MR. EMERSON-I must submit that if a satisfactory investment of capital which the Trust earns in the course tion to me. of its work for the Reids, no undersurprised to find that in any company taking of any kind, no stipulation by the Reids to that effect, and nothing

MR. HOWLEY-It is not set up as learned friend does not contend that son: such. It is set up on the claim for a that was a payment towards the Trust "This Company controls the New-

claim for a quantum meruit, I do not men, MacDonal and Greenwood. Then 'lowing assets: '(1) The Humber next see that that makes any difference. the same thing applies to the £175 a Walley area—water powers. (2)



point I have not dealt with in connec- KENT, J.—As I understand Mr. the \$25,000 letter which was written not think that he is entitled to make month paid to MacDonald and Green- doing, only in the event of success in April 2nd, 1919. In that letter being discussed, because, of course, Mr. R. G. Reid's going to England of a company that was just formed, ectors is set forth in the Articles of connection with this claim by the were made between Reids and the quent conduct and also the conduct of Trust for remuneration for services. Trust no question of a quantum the Trust. This is H.B.T. 11, No. 3 in

viously a payment to the Directors investment of capital proposed." prsonally. It is so expressed in the The letter of even date in No. 7 document there. I mean, even my H.B.T. 10, also from Reid to Thomor towarls management expenses, It "foundland Products Corporation, Ltd., MR. EMERSON—But even on the is absolutely a payment to these two "which company in turn holds the folpoint made by my learned friend was The amount which has been paid here quarter paid under the agreement made in February, 1921, by H. D. Reid. That £175 a quarter was a payment towards the rent and salaries of the office there, a specific allocation for a particular purpose. There is no renuneration in that; that £175 goes towards the expenses of running the office. The Trust does not get any remuneration in that way. KENT, J.-Thy undertook more expensive offices.

MR. EMERSON-Yes, on account of Those are the only points in connec-

tion with the oral agreement which left untouched yesterday. I thought it would be well to deal with those before I go on to the Humber. Recess was then taken until 2.30. AFTERNOON SESSION.

MR. EMERSON (Contnued)-Someody has summed up the situation in regard to the Humber claim by saying that your lordship's task will be to answer the question of "Who put the hum in the Humber." It has been claimed by various people, and my duty now is to show your Lordship that we are the parties responsible.

Even in so far our claim depends upon the letter of Nov. 15th, written

contract that it should be so placed; tached to the whole transaction from "you represent that you will be able consideration as a credit at all, be- or of the Trust itself with the Hum- | "from you definite proposals as to the ber is contained in what we may cail

the volume. In that letter he says: this matter and it is understood that treated as a payment to the Trust- that comes as a complete surprise to is secured and paid in that you are there is no contract under which it is me. I shall make a note of it and deal able to receive as your return (1) 25 to be deducted from any commissions with it later. It is a novel construct per cent. of cash received and (2) 25 was prepared to give to the man who per cent, of the common stock receiv-Then, as to the £400, that was ob- ed, issued in connection with the new

"The Corner Brook area, the whole "as more specifically defined in the "plan herewith. Our purpose is to



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investment of capital, it being unonly be introduced to well defined definite reports as to the progress "to the end that any general offering "of the Company will be prevented." "In a general way we should receive \$250,000 cash representing the 'amount of money we have expended 'in surveys, engineering and explor-

atory work, etc....." Now, my Lord, the point I wish to make just as this point is this: that at this time Reid was demanding in connection with the Humber a reobtained a repayment of that expenditure, plus other considerations, a ommission of 25 per cent. on his exenditure, as well as upon the other onsiderations. Now this has a very nportant bearing upon the amount which we are entitled in connection with the \$500,000 which has been paid to the Reid Company by the Power and Paper Company with the assistance of a loan from the Armstrons Company; because the Reid Company claims that the \$500,000 which was received was received from the Armstrong Company as lenders of money to the Power and Paper Company, and that this money was money paid in connection with their expenditure, property itself.

Now, at the very start of the whole of the Humber enterprise, in so fall as the Trust, or its members-its important members, are concerned, we and that Reid is prepared to pay a amission on the amount of money thich has been expended by him of he Humber. In other words, the commission is not only on the nett urchase price, but upon the amount hich Reid received as repayment for his expenditure on the Humber, which was to be looked upon as improving he property. Now if you look at it hing becomes comparatively simple. ially improved property. ON. MR. JUSTICE KENT-Where

MR. EMERSON-In H.B.T., 10, Mr. eld savs: "In a general way we

the point of vi the agency. ul of the fa e aware that in f h as part of the t the agents shou hat, as well as th MR. HUNT-My basing that on MR. EMERSON-10 and 11.

R. HUNT-You

with Thoms Thomson pu tion before did take o t over with was prepared e received even thoug offers only a

own to a conside hole \$750,000 wou

ut, these letters

cash received dy expended. nat went out of une, 1919; and come into existent toher, 1919. It do