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may 14, 21, 28

The Bell Island Ore Tax Agreement.

A Bad Bargain For Newfoundland.

Editor Evening Telegram.

Dear Sir—In pursuance of my promise to discuss certain features of the Ore Contract separately, I wish to-day to draw attention particularly to the section relating to a supply of coal for the Colony. It is as follows:

"9. The Companies hereby agree that they will provide at Sydney, North Sydney, or Louisburg, in the Province of Nova Scotia for sale and shipment, a sufficient quantity of coal to meet the requirements of the operation of the Newfoundland Railway, whether operated by a Company or a Commission, including steamers and docks, the requirements of the Reid Newfoundland Company generally and the domestic requirements of Newfoundland, including manufacturing plants consuming not over three thousand tons per annum (it being understood that the Companies will make their own contracts for manufacturing plants consuming more than three thousand tons per annum). By whom is it understood? Why not "agreed"? What is the binding nature and force of an "understanding"? If one might be permitted a joke here he would say, "this is the only sign of understanding in the whole contract." "That the Companies will make their own contracts for the plants." Why not "for the coal required by the plants." Seriously, what rights would this shady provision confer on the owners of plants desirous of obtaining coal?

A PECULIAR PROVISION. The Companies will "provide at Sydney for sale and shipment." Why not "will sell at Sydney"? And will accept the free on board prices per ton current—(a) from time to time on coal of (b) similar quality sold for shipment to Nova Scotia ports by the Companies."

Notice the provision for coal for the railway—"whether operated by a company or a commission," which does not include operation by an individual (as R. G. Reid, in 1898), or by a Government department. If the words last above quoted were wholly stricken out, this trouble would be cured.

FICTITIOUS PRINCIPLE.

Next note the words—"the Newfoundland Railway." Now the railway does not include any steamers or docks, and the context does not even suggest that steamers and docks are meant. Are the hay steamers, the Coastal Steamers, the Cross Channel boats meant, or what is the meaning? By "docks" is the Port aux Basques terminal referred to, or the St. John's Dry Dock? I can find no adequate meaning for the phrase as it stands. Then have regard to the omission of any provision for such steamers as the Portia and the Prospero, owned by the Government, the Susu and similar boats, under contract to carry mails, and especially the steamers for the Labrador Service. We have a rule in law that "a statute may not be extended to meet a case for which provision has clearly and undoubtedly been omitted." In other words,

what we want in a contract, and we should put there when we make it certain provisions.

INVIDIOUS DISTINCTION.

Notice next the special provision for the Reid Company, for an unlimited quantity, and the strictly limited provision for manufacturing plants. Why should any Company be specially named, and why should it have unlimited rights, while others are not named, and their rights are limited? Surely it would have been right, and enough, that coal should be supplied for all industrial purposes. "It being understood that the Companies (Bell Island) will make their own contracts for manufacturing plants consuming more than three thousand tons per annum." By whom is it understood? Why not "agreed"? What is the binding nature and force of an "understanding"? If one might be permitted a joke here he would say, "this is the only sign of understanding in the whole contract." "That the Companies will make their own contracts for the plants." Why not "for the coal required by the plants." Seriously, what rights would this shady provision confer on the owners of plants desirous of obtaining coal?

A PECULIAR PROVISION. The Companies will "provide at Sydney for sale and shipment." Why not "will sell at Sydney"? And will accept the free on board prices per ton current—(a) from time to time on coal of (b) similar quality sold for shipment to Nova Scotia ports—(c) by the Companies." Note especially the italicized numbered words. Why not "will accept the price charged on the day of sale" instead of "current from time to time"? Why not "same" quality instead of "similar" quality, which word introduces an element of uncertainty? The words "sold for shipment by the Companies" are probably an ungrammatical way of expressing "sold by the Companies for shipment." But then why not be grammatical? It costs little, except possibly a fee to a capable lawyer. How are the prices "current from time to time" to be ascertained. What is meant by "current." I find three meanings for the word—"now passing," as time; "common," as current coin; "commonly estimated or acknowledged." A word with so many meanings should be abandoned for something more accurate.

QUANTITY NOT QUALITY. You will notice that no quality of

coal is stipulated for, only "quantity," so that the Companies could fulfil their contract in this respect by supplying "a run of mine," or a very inferior and unsuitable quality. Surely, they should be contracted with to supply a fixed proportion of "best household coal." Finally, what remedy would the Government or an individual have under this contract for a refusal or failure to supply coal. We may dismiss the individual at once, by saying the contract gives him no rights whatever. He is not a party to it, and gets nothing under it. He might wait at a coal port for a month or year, and get neither coal nor damages. Equally, the Government could obtain no damages for refusal to supply coal to an individual, for the Government would not be damaged. Then, the Government could not enforce a remedy by embargoes and would be liable in damages if it did so. A question of importance here arises as to the jurisdiction of Courts to enforce this provision as to coal. The head offices of the Companies are in Sydney, the contract, as to coal, is to be performed in Nova Scotia, and therefore the jurisdiction to enforce is probably confined to the Courts of Nova Scotia. Doubt could be cured by apt words in the contract, by which the Companies would agree to submit to the jurisdiction of the Supreme Court of this Colony. This is a matter of great moment; for the complainants, if any, would be resident here. The individual should be given a right to sue for non-performance. The Government should be entitled to sue for damage to an individual resident in the Colony.

The contract as framed is a humiliation to the Colony, an insult to the Legislature, discreditable to the Government, and an undying reflection upon the men concerned in drawing it up. It should be consigned to the legislative waste paper basket at once and forever.

Yours truly,

ALFRED B. MORINE.

May 6, 1921.

Legislative Council.

The Legislative Council met yesterday at 4 p.m., when the following bills passed the second reading and were moved to the Committee stage: "An Act to amend the Terra Nova Sulphite Company's Act, 1920." "An Act respecting Sheep Farming." "An Act to amend the Crown Lands Act, 1913." "An Act to amend the Law relating to Lotteries." The Bill entitled "An Act respecting the Board of Pension Commissioners" was deferred. A Bill in relation to the High Commissioner of Newfoundland for the United Kingdom, passed the first reading. Petitions regarding Women's Suffrage, were tabled by Hon. R. K. Bishop. The House adjourned at 5 o'clock until Monday afternoon.

Sunday Services.

C. E. Cathedral—8, Holy Communion; 11, morning service; 6.30 evening service. St. Thomas—7 and 8, Holy Communion; 11, morning service; preacher, Rev. A. Clarke; 6.30, evening service; preacher, the Rector. Subject "Before the Bar of the House—and other Bars." St. Mary's The Virgin—8, Holy Communion; 11, Matins; 6.30 Evensong. St. Michael's—8, Holy Communion; 11, morning service (C.L.B. parade); 6.30, evening service.

METHODIST.

Gower St.—11 and 6.30, Rev. E. W. Forbes, B.A. George St.—11, Rev. D. B. Hemmison, B.A.; 6.30, Rev. I. W. Williamson, B.A. Cochrane St.—11, Rev. I. W. Williamson; 6.30, Rev. D. B. Hemmison, B.A. Wesley—11 and 6.30, Rev. W. B. Bugden, B.A. Presbyterian—11 and 6.30, Rev. R. J. Power; Subject for evening, "A Splendid Life." Congregational—11 and 6.30, Rev. T. B. Darby, M.A.

Advent—Song service, 6.15; preaching, 6.30. Subject, "What must I do to be Saved?" Bethesda, New Gower St.—11, 3 and 7.

International Bible Students, Victoria Hall—7 p.m. Subject, "That I might destroy the works of the Devil." Highway Tabernacle, Hamilton St.—11, 3 and 7.

NOTES.

At St. Thomas's Church the monthly corporate Communion will be held in the morning. The Rector's subject at night will aim at showing the moral side of three Bills, which the people are asking the House of Representatives to enact into legislation. The subject at Gower Street will be "The Problem of Unanswered Prayer" in the morning, and "The Problem of Pain" at night. The Sacrament of the Lord's Supper will be administered after the morning service. The closing meeting of the series of services conducted by Rev. I. W. Williamson will be held in Gower Street Church at 8.30. Subject, "The City of the Twelve Gates." The Brotherhood of Cochrane St. Church meets at 8 p.m. Speaker, Dr. Robinson. Subject, "Thoughts for the Times." George Street A.B.C. will join the Sunday School Anniversary service in the Church, meeting in the class room at 2.30 sharp.

FOR SALE.

Ford Touring Car.

1 Ford 5-Passenger Touring Car, second hand, in good condition; recently overhauled. All worn parts replaced new. Will be sold at a bargain.

Marine

Motor Engines.

1 Fraser 2 Cylinder, 2 Cycle, 8 H.P. Marine Motor Engine. Jump spark ignition. Complete with gasoline tank, coil, stuffing box, propeller and shaft, and salt water strainer. This engine is new but will be sold at price of second-hand engine.

1 Acadia Single Cylinder, 3 1/2 H.P. 2-Cycle Marine Motor Engine. Make and break ignition. Equipped with batteries and coil, stuffing box. No propeller or shaft. This engine is also new but will be sold cheap.

1 6-Cylinder 5-Passenger Chalmers Touring Car, in good running order. Will be sold cheap. Prices on application.

Marshall's Garage,
Water Street West,
St. John's, N.F.
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Monumental Works,
ST. JOHN'S, N.F.

(Established 1874.)
329 and 333 Duckworth Street.
A large assortment of Headstones and Monuments always in stock. Latest designs, etc., with prices and plans to suit everybody. Outport customers can save time and money by writing to-day for Catalogue of designs and Price List. We have satisfied many customers with our mail order system of buying from our photo designs.

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200 sacks due April 5th. Booking orders now.

— ALSO —
200 boxes FANCY TABLE APPLES.
150 crates GREEN CABBAGE.
250 cases SUNKIST ORANGES—Sizes 250, 200, 216, 176, 150.
20 cs. CALIF. LEMONS.
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— AND —
100 brs. LOCAL POTATOES.

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150,000
Hard & Soft Bricks,
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Fire Bricks; also,
A large quantity of
Drain Pipes,
Various Sizes.

HENRY J. STABB & CO.

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MY COLUMN

(By the CUB-EDITOR)

JEM GUMCHEW.

Synopsis of Previous Installments. Jem Gumchew whilst searching for Sairy Snubbs who has been captured by Bad Bill Blood, is himself made a captive by the outlaw who comes to torment our hero. Jem breaks his bonds and jumps on Bad Bill.

CHAPTER IV. (continued)

For the nonce, Bad Bill was taken aback with surprise and in the solar plexus by Jem's knees. It would be difficult to say which hurt him more. He had, however, sufficient presence of mind to about and whilst Jem's fingers were groping round the throat of the desperate desperado the outlaw hand rushed in, and kicking and howling Jem was speedily trussed up like a fowl and pitched into a corner of the hut. (Editor.—I'm still interested in the candle and peashooter. What happened to them?)

Author.—"You make me tired. He swallowed the candle and put the peashooter down (Jem's back)." Bad Bill as he left the hut, turned on our hero and snarled in an ugly tone, "Better say yur prayers, Gumchew, fur-in the morning yew dies." The slamming and bolting of the door brought darkness and despair to Jem who finally turned over on his side and wept himself to sleep.

CHAPTER V. THE ESCAPE.

He was awakened by a soft touch on his auricular appendage. "Hush," whispered a voice as melodious as that of a Jackdaw which has lost its front teeth. "It be I, Sairy, cum taw save yew." Jem felt a set of false teeth cutting through his bonds and the next instant his beloved Sairy was folded in his arms and he was smothering her face with kisses and chewing gum. After a while, Sairy gently withdrew herself from her lover's embrace and whispered "Quick Jem, the car is outside and we must hurry." Out the two crept into the old Henry Ford, and (Editor.—"But look here! You don't say how they got out.")

Author.—"Will you stop interrupting! What does it matter so long as they got out?" Just as Jem got it started, he saw a shof whizz over his head with a bang.

(To be continued)

RIMES OF THE TIMES.

(25)

TWO TOPICAL RIMES.

On last Monday the Magistrate's Court seemed to be the chosen resort of drunks. There were more than were e'er there before. At least, so I've heard the report.

Some women brought down a petition To the House. For a vote they were fishin'.

But they do not know yet If they're going to get The franchise for which they're all wishin'.

TO CORRESPONDENTS.

Kitty—Joe Beels was born on Kelly's Island. His father was a brewer of moonshine and his mother a maker of trouble for his father. Joe was at one time M.H.A. for Bacallien Island but latterly he has been engaged in taking a census of the Caribou to be found in his birthplace. These are all facts.

—The CUB-EDITOR.

SIGNOR LUMBAGO!

Living in a distinctly Latin quarter of London, Jim Hargreaves makes a good thing out of lodging-letting to Southern Europeans—with or without monkeys. The other night a friend called round to see him.

"Is Jim in?" says he to Mrs. Hargreaves, who answered the door-bell. "Yes," says she, "but he can't see you. He's in bed with Lumbago."

A look of extreme horror overspread the visitor's countenance.

"Well, I suppose it can't be helped if you're so very full," he said; "but for myself I'd sooner sleep on the floor than with one of them there dirty Eytalians!"

AN AWKWARD TITLE.

A Canadian millionaire had set his mind on his daughter marrying into the nobility. However, the young woman had other views, and had set her mind on her father's butler.

One day, having announced her decision to elope, she was locked in her bedroom; but the key was dropped on the lawn and discovered by the butler, who promptly released his lady-love.

"Now," he said, "we will turn the tables on your father," and advised the girl to don a pair of her father's trousers, etc., and escape in disguise. The following morning the Canadian papers came out with an enormous headline referring to the elopement as follows—"Eloes in Father's Pants."

MEANT WELL.

The new typist determined to make a good impression upon her chief. She turned up half an hour earlier, and began tidying up the room. When that was done she examined her typewriter, discovered it in a shocking condition, found a bottle, and gave it a thorough cleaning. While about it, she examined all the other typewriters in the office and oiled them too.

There is no other, she thought, like making oneself indispensable!

QUALITY FIRST IN GARDEN SEEDS!

The Royal Stores Grocery Department, always mindful of its record for fair dealing, offers to customers the finest procurable Seeds at most economical prices.

Artichokes, per lb., 8c.

Aster Seed, per pkt.10c.
Balsam Seed, per pkt.10c.
Bengonias, per pkt.10c.
Carnation, per pkt.10c.
Candytuft, per pkt.5c.
Cockscomb, per pkt.5c.

New Laid Eggs, per doz., 50c.

Creamery Butter, per lb.44c.
Sunshine Butter, per lb.35c.
Lard, per lb.25c.
Cooked Tongue, per lb.10c.
Cooked Ham, per lb.80c.
Breakfast Bacon, per lb.65c.

Savory Seed, per pkt., 10c.

Oranges, per doz.60c.
Table Apples, per doz.70c.
Pears, per doz.90c.
Grape Fruit, each15c.
Lemons, per doz.40c.
Lawn Grass Seed, finest, pkt.45c.
Lawn Grass Seed, loose, per lb.40c.
Lawn Grass Seed, Shady Nook, per pkt.75c.

Parsnip Seed, per oz., 8c.

Daisy Seed, per pkt.10c.
Lobelia, per pkt.5c.
Marigold, per pkt.10c.
Mignonette, per pkt.10c.
Nasturtium, per pkt.10c.
Poppy, per pkt.10c.
Petunia, per pkt.15c.

Turnip Seed, Swede, per oz., 5c.

Fansy Seed, per pkt.10c.
Stocks Seed, per pkt.10c.
Sunflower Seed, per pkt.10c.
Sweet William Seed, per pkt.10c.
Wallflower Seed, per pkt.15c.

Lettuce Seed, "Ice Berg" per pkt., 10c.

Sweet Pea, Early Empress, Pink, per pkt.10c.
Sweet Pea, Early Bluebird, Blue, per pkt.10c.
Sweet Pea, Glorious, Purple, per pkt.15c.
Sweet Pea, Fiery Cross, Red, per pkt.15c.
Sweet Pea, Snowstorm, White, per pkt.15c.

Spinach Seed, per pkt., 10c.

The Royal Stores, Ltd. Grocery Department.

ROOFING BARGAINS FOR YOU

We want to move out our stock within a few weeks, as our store needs repairs. All roofings offered are reputable brands in good condition. Come and see.

One Roll or Fifty Same Price

Everlastic 3-ply Rubber Roofing, 5.00 roll
Slate Surfaced Roofing, \$5.50 roll.
Rubberized Ready Roofing, \$4.00 roll.

Prices last year were \$2.50 higher. Each roll is complete, with nails and cement free. A roll contains 108 square feet and covers 100 sq. feet. 2 rolls Everlastic will cover your mansard slope. 5 or 6 rolls will cover your roof. These roofings are easier to handle than felt.

ROOF COATINGS:

Asphalt Roof Coating, \$4.00 per gallon can (was \$6.00). Everlastic Fibre Coating in gallon cans, \$1.50 each. Everjet Glossy Black Paint in gallon cans, \$2.00 each. Lasty-Gum in 5 lb. pails (stops leaks), \$1.60 each.

Vulcanite Red or Green Hexagon Shingles, Vulcanite Red or Green Self-spacing Shingles, \$13.00 per square of 100 square feet. You really should see these heavy, long lasting shingles.

SHINGLES:

COLIN CAMPBELL, Limited.

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Her chief arrived. He looked around him with an air of satisfaction, and crossed to the mantelpiece. Then his smile changed to a frown. "Miss Smith," he said, "have you seen my cough mixture?"

EXPRESS PASSENGERS.—The Sagons arrived at Port aux Basques from North Sydney yesterday morning with the following passengers who are on the incoming express:—W. Wylie, Dr. C. S. Curtis, T. J. Ryal, Miss

J. Moodell, D. S. Kerr, J. W. Tiltford, W. J. Robierdair and wife, Miss J. Sparks, Miss M. Richards, Miss E. B. Blandford.

Mind's Liment for Colds, Etc.