

Anderson's Great Removal Notice.

THIS week we are busy removing our complete stock of dry goods from the Old Stand at Grace Building to our New Modern Store—one of the best lighted stores in the city—just opposite the Eastern End of the General Post Office.

By Saturday, July 10th, we hope to be ready to meet our Customers in the New Store, but of course it will take a few days before our stock will be thoroughly arranged, therefore we will ask you to overlook any inattention on our part during our removal days? Come and see us in the New Store.

Anderson's, Water Street, St. John's

CURRENT PRICE OF CODFISH

Lorenzo Noseworthy
vs William A. Munn
Supreme Court

Thursday, May 20, 1915
GEORGE KENNEDY examined by W. R. Howley K. C. on behalf of the defendant, having been first duly sworn, said as follows:

I live at Avondale. I have been associated with my father in the Labrador fishery for a number of years. My father is Edward Kennedy. I have been connected with him in the Labrador fishery since the year after the Bank crash, 1895. We have been purchasing fish and exporting it from the Labrador ourselves. We have been purchasing fish from the Conception Bay fishermen who go down to the Labrador in the summer time. As to the terms of purchase we have adopted, sometimes we would give the fishermen receipts at "current price" and at other times a fixed price for cash. Sometimes we would pay them the cash down for the fish as soon as it was brought. On different occasions we have purchased at the current price and on others at a fixed price.

(Mr. Howley proposes to hand to the witness some memoranda taken from witness's own books, with which to refresh his memory in replying to the questions he purposes to ask.)

(Mr. Kent objects to any evidence as to what the prices of fish were in former years. His objections covers both the evidence and the means for refreshing witness's memory.)

Q. Could you tell any years in which you paid a fixed price and what years these were.

(Mr. Kent) A. Looking at the memoranda produced, in 1901 we paid the fixed price of \$3.50. When we bought the fish in 1901, the receipts were marked expressly \$3.50 a qtl.

Q. Have you an idea what quantity of fish you purchased that year.

A. No.

Q. Do you know the current price of fish in 1901.

(Mr. Kent objects to the use of the words "current price." That is not the question at issue in the case.)

A. \$3.30 and 10 cents bonus was the current price.

Q. Do you know if the fishermen who sold their fish at current price in that year, received more or less than you paid.

A. Some of the same fishermen got the fish receipted at the current price. They got \$3.30, that is the current price and 10 cents bonus, and some fishermen had some fish sold at \$3.50.

Q. What do you mean by current price.

A. That was the price fixed by the Board of Trade, or, before that was instituted, by the merchants in St. John's. That is what we always say.

In my experience, some years current price was more than the price paid, and some years it was less. Some years it was the highest price and some years it was not. We did not buy any fish last year.

Cross-examined by Mr. Kent K.C. on behalf of the plaintiff, the witness said as follows:

We had dealings last year on the Labrador. We had fish sold on our account last year. I have no experience myself of what the prices were last year. The current price of fish is the price fixed by the merchants of St. John's, or by the Board of Trade since it came into existence; that is what we acknowledge. Our firm acts on that. I don't know how we get word of it. Usually we used to hear it from Mr. W. A. Munn; he would communicate the price to us, and sometimes father would get notice to attend the meeting to fix the price of fish. Sometime my father would get this notice from Mr. Munn. We did a lot of business with him and he would communicate with us as he would with all the shippers. Sometimes, I think, we would not know that price until the fishermen came here, perhaps not until October. I cannot say the dates at which it usually happened that we would be informed of the price.

I do not think it would be earlier than September or later than the middle of October. I mean between the 1st of September and the middle of October. I think some years it might be earlier than the 1st of September and the middle of October. I don't remember any time it was later than the middle of October.

The price paid has varied, either more or less, from the price fixed by the merchants or by the Board of Trade. The reasons for that is we would be down at the Labrador and want the fish; we would not know the current price; it had not been settled, and probably about the end of August we would want fish, so we would offer the fishermen such and

such a price, and they would be willing to sell at that price.

At the time we would know the price fixed by the merchants or by the Board of Trade; we would not have received the price. I bought no fish on the Labrador myself last year. Last year the prices varied on the Labrador. The highest we got paid last year was \$4.00 for some fish; it was shipped in our name by our dealers; the lowest price was \$3.60, as far as I know. \$3.60 was the lowest we got paid.

When I speak of the current price I mean the price fixed by the merchants in St. John's, or by the Board of Trade. I don't mean by "current price" the price paid, I mean the price fixed; that is what we always acknowledge as the current price. I have never attended any of the meetings for fixing the price.

Thursday, May 20, 1915
THOMAS DUNN, examined by Mr. Howley K.C. on behalf of the defendant, having been first duly sworn, said as follows:

I live at Harbor Grace. I have been all my lifetime engaged in the Labrador fish business. I was purchasing fish on the Labrador last year. I exported my own fish. We exported about 3000 qtls. We caught about 1000 qtls on our own rooms, and bought the remainder. We bought about 2500 or 2600 qtls. We bought it at current price and paid off all our people at current price. The current price was \$3.60.

There was no objection on the part of any of those people to that price. As a rule my people are satisfied with the current price whatever it may be. I did not fix any price for them. I always buy at current price. I have been buying at current price for about 17 or 18 years; since I exported fish. I always settled up at current price.

During the period that I have been buying at current price I do not know myself if other prices have been paid for Labrador fish than the price I paid. When I came home from the Labrador last year I went to McRae's to know what the current price was, and McRae told me \$3.60. I had heard that before I came home. My wife who was on her way home from the Labrador sent me a message that the current price was \$3.60.

Cross-examined by Kent K.C. on behalf of the plaintiff, the witness said as follows:

I don't know what prices other people paid on the Labrador last year. I heard that Grieve's people paid \$4.00 at Battle Harbour. I have been paying the current price for 17 to 18 years. Sometimes the price varies from that and sometimes it does not. By the current price I mean the price

paid by the majority of the people who ship from the coast, and for the bulk of the fish shipped from the coast; that governs the current price. As far as I know the current price is fixed by the Board of Trade, or the merchants. The price is fixed at different times; in October as far as I know. It may be fixed in September.

I don't know if the price paid on the Labrador is different from the current price. We are governed by the current price, that is by the price fixed by the Board of Trade, or the merchants, or whoever it may be. I don't know that the Board of Trade fixes the price. I suppose the merchants fix it. I suppose a bonus must be paid in addition to the current price. I could not tell whether it is or not. I have paid a bonus. I paid it in addition to the current price years ago, to finish up a cargo.

Saturday, May 22, 1915
ROBERT DUFF examined by Howley K.C. on behalf of the defendant said as follows:

I belong to Carbonear, and am a member of the firm of William Duff & Sons Limited. I have been engaged for about 30 years in the Labrador fishery business. I was engaged in the business last year. Last year we purchased and shipped between 7000 and 8000 qtls. We did not ship that from the Labrador; we shipped it after we came home. Of that amount we purchased between 5000 and 6000 qtls on the Labrador. It was all purchased by us at the same price.

We did not make any price for the fish at the Labrador. It was generally understood that the price was \$3.60. We gave \$3.60 for it, and for all our fish. We gave receipts for the fish as we received it.

Our receipts showed no price; no arrangement at all appeared on the receipt. On the receipt appeared just the man's name, our name and the quantity of fish. There was no verbal arrangement either before, or at the time the receipts were given, as to what price we would pay. We paid \$3.60 for the fish purchased. All our receipts were silent as to price. During the time we were buying the fish we had communications from Europe as to the market conditions. From my knowledge of the conditions of the markets, I thought \$3.60 per qtl—the price we were paying—was altogether too much for it. We were informed there was no mode of exchange between the European markets and London, the War was on, and we did not know if the stuff would reach its destination or not. I thought we were taking big chances in paying \$3.60 for it. We had to freight home a lot of the fish to Carbonear and I thought we were likely to meet heavy losses because we could not get it off the Labrador quickly enough. We have always purchased our fish on the same terms as last year. Our receipts are always silent as to price.

The price we paid was the current price, that is the price paid by the majority; the common price paid by the merchant exporters. At the time I was buying this fish, I knew just in a general way that the price had been fixed at \$3.60. When the mail came down to Labrador I had letters saying the price had been fixed at \$3.60; that would be the first of October or the last of September. We also heard from the fishermen—the men selling the fish—that the price was \$3.60.

We have always bought and paid for our fish at this so-called current price; that is the price paid by the majority of the fish buyers. In my experience, by paying that price, during the last seven years we have lost money down to last year. I have collected quite a bit of fish from the Battle Hr. section. We consider the Battle Hr. fish is better fish than the fish further north. By that I do not mean fish from the harbour of Battle Hr. alone. I mean from that section of the coast. It is better for the reason that very often the men are more careful. I think; they dry it drier; wash it a little more and take more care. They get the fish a little earlier, and, therefore, have better weather for drying it. It is a very difficult question to answer what difference the superiority of the Battle Hr. fish would make in the value of a quintal. It varies.

The Battle Hr. fish is, perhaps, worth 50 cents a quintal more on an average. I would not swear that Battle Hr. fish is better than all the fish on the Labrador to that extent, but in the main it is better fish than that caught further North.

We took fish at Merchant's Hr. last year. When we got down to Munn's place with it we said "this is rubbish; this is going to ruin us" and he said to me our fish was worth \$1.00 a quintal more than the fish we were shipping. There would be a difference of between 40 and 50 cents a quintal in favour of the fish bought in St. John's as against that bought on the Labrador. Freight, insurance and other incidental expenses would go to make up that difference. So that \$3.60 on the Labrador is worth \$4.00 in St. John's or Conception Bay; in fact it will cost us more.

(To be continued)

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- 5 cases STRAWBERRY PULP.
- 5 cases APPLE PULP.
- 5 cases GOOSEBERRY.
- 25 cases PEELED and CORED APPLES, 1 gallon tins, at 35c. tin.
- 2 cases CRYSTALIZED GINGER, 1lb. & 1/2lb tins.
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