OUR PIECE GOODS DEPARTMENT,

is now showing the most beautiful assortments of Voiles, Organdie, Linens, Ginghams, Crepe Cloth, Dress Suitings, Percales, etc., at a mere fraction of their real value. We list a few of the items here:

3900 Yards VOILES, Only 39c. yard.
Light and Dark patterns, at a time most opportune to make into Summer Dresses for mother or daughter.

800 Yards ORGANDIE, 44c. yard.
Shades: Rose, Lemon, Mauve, Tan, Peach, Coral, Cope, Nile.

257 Yards CHECK VOILE, 65c. yard.
Mauve, Honeydew, Rose and Turquoise.

1936 Yards GINGHAMS, 24 and 34c. yard.

1000 Yards LINENS. 17c. to 34c. yard.
Reseda, Rose, Tan, Nile, Champagne, Oxblood, Saxe and Brown.

YED CREPE, 44c. yard.
for Underwear. Shades are Lavender, Blue and Maize.

700 Yards DRESS SERGE, Only 50c. yard.
Shades Brown, Myrtle, Tan, Rose, Saxe and Wine.

Fine American CHECK DRESS GOODS, Only 28c.
In a splendid assortment of suitable coloured Checks for children's dresses.

Pound Ends KHAKI, 55c. lb.
Good quality and good lengths.

CHINTZ, 65c. lb.
Most suitable for Bags, Cushions, etc.

SAMPLES Sent Cheerfully on Request.

The Best Value in Town.

MEN'S SUITS.

REMEMBER THEY ARE ALL WOOL ENGLISH TWEEDS.
New Spring Styles made on American designs by our own Custom Tailor, from our own imported English Tweed.
See this combination and you will have to admit it beats everything we have ever shown in Readymade Suits. Prices are

$38.50, $41.50, $43.00

BOYS' SUITS! BOYS' SUITS!

SAILOR SUITS.
Regular $22.70. Now $11.35
English and American Styles.

BOYS' BRITISH NAVAL OVERCOATS.
Regular $16.90. Now $9.90

BISHOP, SONS & CO., Ltd.

St. John's, Nfld.

Important Judgment

TO SELLERS AND DUYERS OF FISH

IN THE CENTRAL DISTRICT COURT
Between Frederick Moore Plaintiff and James Baird, Ltd. Defendant.

This is the action taken to recover the sum of $182 due on sale of fish by the Plaintiff to the Defendant.

The Plaintiff, Frederick Moore, who is a fish merchant, in his evidence says.—In July 1920 he casually spoke to Mr. David Baird, of Jas. Baird Ltd., in the street car knowing Baird was exporting fish to Brazil. He had about 1900 quintals of damp shore fish in the vessel Annie C. Hall at Bowring's West Southside premises; it would be good Brazil fish when dried. Baird said not to sell till he gave an offer. Sometime afterwards Power, Baird's manager, went with him to Bowring's premises and examined the fish. Power said "give it a day or two's sun and we will settle a price." Plaintiff arranged with John Kelly, Bowring's manager, Southside, to dry the fish on the premises. Power looked at a sample, some two or three quintals spread on the wharf, and made an offer of $6.50 per quintal for all the fish in the vessel, to be delivered when dry. Baird took the fish away in lots when dry, he was packing it for Brazil. Power told him he borrowed some fish from Monroe while his fish was drying. Bairds' men threw out the West India or broken fish. This broken fish when thrown out was put in Bowring's store and amounted to 28 quintals, the payment for which he is now suing.

John Kelly, Bowring's manager, in his evidence says— he arranged with Moore about drying the fish and delivering it to Baird. Moore was to pay for all labor. The fish when dried was a fairly good Brazil fish. Baird had a man looking over the barrows and throwing out broken fish, not fit for the Brazilian market. Power ordered this fish to be thrown out. 1610 quintals were handed over to Baird but he would not take about 28 quintals which were thrown aside, broken fish that was scattered through the cargo. It was what is called West India fish. Joseph Moore brought about 10 quintals of Labrodor fish in a boat. This was dried on the wharf and mixed with the other fish. Baird hauled away what was suitable for the Brazilian market and the West India was put in the store on Moore's behalf.

Michael Power, Baird's manager, went with Plaintiff to look at the fish that was in the schooner. There was about three quintals of fish on the wharf. He examined the sample and agreed to pay $6.50 for it when dry. There were about 1600 quintals and he figured it would be dried in about 10 or 12 days; when the fish was fit to take delivery of he would buy it. There was nothing said about the amount of fish. It was understood they were purchasing the fish in the schooner according to sample shown on the wharf. They took delivery of the fish each time Kelly sent word the fish was ready. There were small fish in the sample shown but there were no West India or broken fish in it. The fish rejected was not according to sample, not fit for the Brazilian market. $6.50 was the market price for the fish at that time. Brazil fish is a good, strong, dry, firm, merchantable fish, clear of any defect, tint or damage. Some merchantable fish, (No. 1) would not suit Brazil and fish that would be good for Brazil might not be suitable to ship to Portugal, Spain or Italy. Fish required to be dried harder for Brazil than for European markets. Baird did not ship all this 1600 quintals to Brazil. The vessel the fish was intended to be shipped by was gone a month before the full quantity was delivered.

Mr. Emerson, B. L. on behalf of the Plaintiff contends that it was an absolute contract of sale between the Plaintiff and Defendant, subject to the fish being dried by the seller; as soon as it was dried it became the property of Baird, whether he took delivery of it or not it was his goods. He quotes from Halsbury, Vol. 25, p. 67 on the point of transfer of the property by the seller to the buyer; also Sale of Goods Act on the subject of Conditions and Warranty.

Mr. H. A. Winter, B. L., for the Defendant contends it was a sale by sample; it was well understood by both parties the fish was required for the Brazilian market and had to be of a special kind; it had to be good, dry, hard, merchantable fish, not broken or West India fish; that the highest price had been paid for this fish; that this action ought not to be for goods sold and delivered as the Defendant did not take delivery of the goods. He asks for a non suit and quotes from Halsbury, Vol. 25, p. 230 and 400, and the Sale of Goods Act, Sec. 403.

In my opinion this is a contract by sample and therefore, as provided for under the Sale of Goods Act, the bulk should correspond in quality with the sample. The fish was required by Baird for the Brazilian market and this was understood at the time by the Plaintiff. Fish suitable for this market requires to be hard, dry, merchantable fish. Power in his evidence, says there was no West India or broken fish in the sample shown him on the wharf. When the fish was dried by Plaintiff's agent and submitted Defendant rejected the broken fish and would not take delivery of it as it was not according to sample and unfit for the Brazilian market.

On the point of sale by sample Halsbury, Vol. 25, p. 161, Sect. 228 says—"In the case of a contract for sale by sample the following conditions are implied (1) that the bulk should correspond with the sample in quality; (2) that the buyer should have a reasonable opportunity of comparing the bulk with the sample; (3) that the goods shall be free from any defect rendering them unmerchantable, which would not be apparent on reasonable examination of the sample."

In this case as the cargo of fish was dried and submitted the Defendant had a reasonable opportunity of comparing the bulk with the sample, and in doing so rejected the broken or West India fish and took delivery only of the fish that turned out according to the sample. For this fish the Plaintiff was paid after each lot had been dried, weighed and delivered.

I find from the evidence the 28 quintals of fish, the subject matter of this action, did not correspond in quality with the sample submitted to the Defendant at the time of the sale of the fish by the Plaintiff. I therefore give judgement for the Defendant.

Dated at St. John's this 27th day of April, A. D. 1922.

F. J. MORRIS.
Judge.

Mr. L. E. Emerson, B. L. for the Plaintiff.

Mr. H. A. Winter, B. L. for the Defendant.

WEEK-END SPECIALS for the Thrifty Buyer. DISTINCTIVE STYES at DISTINCT SAVINGS

MILLINERY.
Be sure to attend our present showing of the Season's charming Millinery styles—for we are exhibiting the prettiest and most becoming of the leading modes in the most original models.

Milo CORSETS, only $1.60
In Pink and White. The right Corset is a matter of special importance. These new Corsets are designed to give the new figure lines demanded by this season's styles. Note the price
$1.60

HOSIERY SUPREME AND ECONOMICAL!

Ladies' HEATHER HOSE.
Brown and Green mixtures,
Only 35c. pair.

Washable BLOUSES.
White Voile and Organdie, embroidered in beautiful designs. The sizes are complete.
The price only 98c.

Ladies' CORDOVAN HOSE
Excellent fine quality.
Big value 3 pairs for only 50c.

WHITE SCRIM. with fancy edge, Only 14c. yard.
ART SCRIM. In beautiful Dark designs. Only 17c. yard.

COLORED BORDER SCRIM. In the usual neat designs. Only 19c. yard.
PLAIN WHITE SCRIM. Beautiful heavy quality, with fancy open-work border, Only 27c. yard.

MILLEY'S

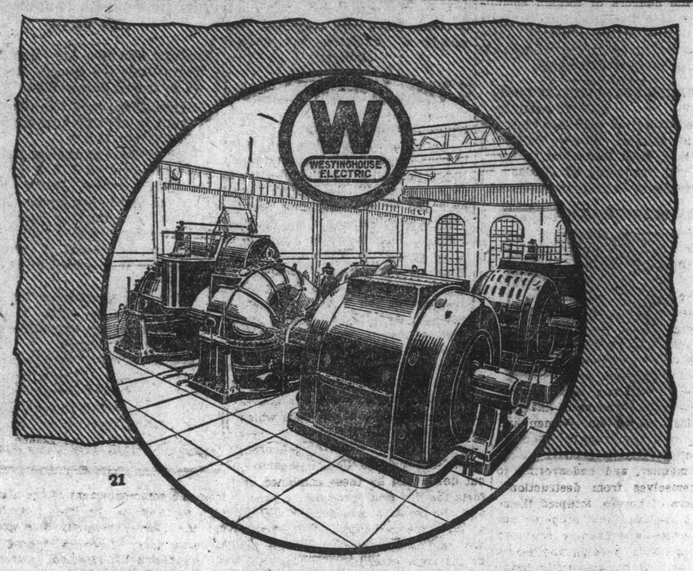
D. W. Griffith's "Way Down East."

A PHOTODRAMATIC MASTERPIECE.

It is safe to say that the most successful motion picture to reach St. John's is D. W. Griffith's astounding photoplay, "Way Down East," which has been running at the Majestic since Monday. A climax in which the terrific force of the elements are masterly employed for a sustained effect caps this truly wonderful screen triumph. This climax is nothing if not tremendous. There, practically unconscious is Anna. And off on the river banks beating wildly in the terrific snow storm is David. As he finally approaches the ice-caked river, led there by pieces of Anna's apparel, the ice starts to crack and flow. Slowly the piece which holds the hapless form of Anna crumbles below. David, frantic with the realization of her peril, darts and leaps from one treacherous piece of ice to another, slips and is half submerged, regains his footing and goes on, each frenzied bound bringing him nearer the girl dearer to him than life itself. With such thrills as this, the spectator of "Way Down East" looks upon the sensation of a lifetime. The audience at the Majestic, each night was quick to catch the tremendous power of it. The scene is realism itself, and with its tremendous power it has the added merit of unusualness. Such a background has never before been provided for a thrill. Here indeed is the last word in theatrical effect. In the production of the whole work Griffith has shown himself at his best. Scarcely second to the picture in merit is the magnificent work of the Orchestra whose selections synchronize with every phase of the feature and make the production perfect from every angle.

Insure with the QUEEN,
the Company having the largest number of Policy Holders in Newfoundland.
Every satisfaction given in settling losses.
Office: 167 Water Street.
Adrain Bldg. P. O. Box 782.
Telephone 658.
QUEEN INS. CO.
GEORGE H. HALLEY, Agent.

MINARD'S LINIMENT USED BY VETERINARIES.



21

Turbine Generators Are Simple

The wonderful thing about the turbine generator is the simplicity with which it changes the power in steam to electricity, which can be sent out over wires for great distances in every direction. Because it is such an important part of the electrical system, a great deal of care has to be exercised in its selection. Westinghouse is proud of the opportunity which it has had of building such a large number of these generators, and the successful history of their operation is proof of the wisdom of the choice.

WM. HEAP & CO., LTD., Distributors for Nfld.

Westinghouse

A Diamond FOR April Birthdays AND Easter.

If her Birthday is in April make the anniversary a doubly pleasant one by the Gift of the April Birthstone—the Diamond.

As an expression of goodwill at Easter time its matchless brilliancy and everlasting sparkle makes it a gift that is beautiful, appropriate and valued.

We have some very fine values to offer you!

T. J. DULEY & Co., Ltd.
The Reliable Jewellers and Opticians.

Forty-Three Years in the Public Service--The Evening Telegram

Successful Co

SKETCH DELIGHTS A

The Grand Concert held in the auditorium of the W orial School was a great sketch which formed an part of the programme w larly good. Among those p His Grace the Archbishop clergy. His Excellency th was unable to attend owi present Court Mourning. the concert programme w the best of our local ar singing, dancing and selections were all excellent item was loudly applauded is the programme:—Piano M. Hearns; Songs, Miss Hil lin, Miss Marguerite Mitche Ruggles, Miss Mary Ryan Miss Eileen KiKelly; Violin T. Power; Songs, Miss E. A. Lawrence, Miss B. Gill Miss M. Halley. The sketch Cons" which formed the m of the programme was credi formed. The plot was mos and dealt with the troubles ly married couple who were ly quarreling over a telep Kathleen Frazer again dem her versatile talents as "Bra young wife. This is a part different from any which she taken, but this did not detra way from her performance. Trapnell, as her husband, amusing, while his acting was could be desired. Mrs. Ba splendid as the spinster co attempts to reconcile the ne She is one of the finest actresses in the country and travel of a difficult part won ed laurels. Mrs. H. Outerbr good indeed as Brenda's mo work was very clever. To Mr and those who helped her in ing the performance, great due and they should feel ver with the great success which ed their efforts. The ushe other matters were capably to by Messrs. J. Pidgeon, T. strong, Shannon Clift, J. G Sinnott, H. Halley and R. Be G. Halley.

"You may dress as well she," says our Dainty Dore

DON'T envy the clothes of well-dressed woman w wardrobe seems inexhausti have some of your own garm dry cleaned and dyed. For is the secret of many a wom smartly garbed appearance.

And here you know that y clothes will be properly tre and that our business cou will make you feel that this truth is the cleaning and dy house De Luxe.

PHONE 1488.

J. J. Dool
WE KNOW HO
CLEANING DYEING
PHONE CONNECTION COR. LA & LE MARC

JUST RECEIVED
From the Land of Heather
a Shipment of the fam
John Cotton
MIXTURE
Smoking Tobacco
Rich in Flavor, Fine Aro Sweet Smoking, Pleasing to the Palate
Manufactured in Edinburgh.

CASH'S Tobacco Store
WATER STREET.
feb10,eod,tf