

PINE LUMBER

IN STOCK AND TO ARRIVE

Good Seasoned PINE BOARDS

HORWOOD LUMBER CO., Ltd.

sept 30, 31, oct

LET ME GIVE YOU A CUP OF

"LUXURA"

That's the way the discriminating hostess offers you an afternoon cup. She knows there are lots of good teas, but only one "LUXURA." So—preferring the very best always, she chooses "LUXURA" for her continual use, and finds her choice endorsed by the enthusiasm of her friends. All smart hostesses are using "LUXURA." Are you?

"Taste the luxury of 'LUXURA'."

Distributed by
F. M. O'LEARY

Muir Bldg.,
St. John's.

FEARLESS FISHERMEN, THE BACKBONE OF
THIS COUNTRY, WILL INSURE WITH ME.

GEO. W. B. AYRE, L.I.B.

Special Representative of

The Imperial Life Assurance Company
of Canada.

Offices: LAW CHAMBERS, Duckworth Street.
aug 11, 17

NOTICE.

Department of Agriculture and Mines.

Farmers requiring ground Lime Stone for use in their ground, will please place their orders with this Department, pay for same and present the order at the Lime Kiln, Battery Road, and take immediate delivery of the material. The maximum amount available to farmers is five tons. Persons operating on small areas of land may purchase proportionately less quantities only. The Pulverized Lime Stone will cost \$6.00 per ton at the Pulver.

Outport applicants requiring this material are requested to communicate directly with this Department.

W. J. WALSH,
Minister Agriculture & Mines.

COAL

Our aim is to deliver the Best COAL only. We have
BEST SCREENED NORTH SYDNEY

BURNSIDE The very best Scotch Coal obtainable.

ANTHRACITE American and Welsh.

LOWEST PRICES. BEST COAL.

A. H. Murray & Co. Ltd.

Coal Office Phone 1867

Beck's Cove.

VAN HOUTEN'S COCOA

In two flavors for different palates
Gold Label and Brown Label

Ask your store-keeper about it.

sept 30, oct 1, 2

Rotary Luncheon

MR. CONROY DISCUSSES "TENANTS' RIGHTS."

The weekly luncheon of the St. John's Rotary Club was held yesterday at the Sterling Restaurant. Chairman Reuben Horwood introduced James O.N. Conroy, Barrister and Solicitor, who delivered a very timely address on "Tenants' Rights under the new Charter." His address is as follows:—

I greatly appreciate the honour of having been asked to address you, and I shall endeavour to show my appreciation by being as brief as is consistent with clearness and as clear as is consistent with brevity.

The subject of my remarks is to the position of a large class of the citizens of St. John's—those who are tenants under building leases—(as the law stands to-day). I should like to make it clear at the outset that I claim no special expertise in this subject among my professional brethren. It is simply that I have been up against this situation in my practice, and have been moved to public protest, and thus have come to your notice.

It will be easiest if I begin by stating this position in terms of the Common Law as it exists throughout most of the British Commonwealth and of the United States, except as it has been modified by statute in each jurisdiction. This law is clearness itself on the subject, whatever one may think of its justice. It rests on the simple rigid principle that the owner of the freehold is sovereign, and his rights limited only by the letter of his concessions. He may demise his land for what term he will, at a rental agreed upon. He has unique and effective powers to enforce the collection of that rental (as for example, distress), and in the absence of special provisions in the lease entitling the tenant to compensation the land reverts to him absolutely at its expiry, together with all improvements. Though land be vacant, though the tenant have erected a building worth many times its value (in many leases his doing so was a condition of the lease), though a valuable business goodwill have attached to the premises, when the term expires the Common Law hands over everything to the landlord.

Theoretically of course, there is freedom of contract; no one is obliged to take land on such terms against his will. But where land is concentrated in a few hands the value of this illusory freedom is obvious and this is the secret of the great landed fortunes of the Astors and the Westminsters.

The old Common Law was a good friend to the landlord, as we have seen, and it prevailed in St. John's unmodified until just after the great fire of 1892. It was then enacted that any leases granted thereafter for a less term than 99 years should be subject to certain conditions limiting the landlord's rights on their expiry. Either the lease was to be renewed for a further period making up 99 years in all from its original commencement (upon terms to be settled by agreement) or the tenant was to be compensated for the improvements effected during the term of the lease, the amount of his compensation to be determined by ordinary arbitration.

The option was with the landlord, who might offer a renewal or expel the tenant, and put him to his compensation. Moreover, all leases granted for 99 years and leases granted before 1892 were unaffected by this Act and continued to be construed according to the Common Law.

This was the situation for nearly thirty years, until "The St. John's Municipal Act, 1921" better known as the Charter, received the Royal Assent four years and two months ago. Doubtless many of you are more familiar than I am with the course of the protracted discussions and negotiations which for three or four years preceded that event. There is no present need to dwell upon them, and I only refer to them in order to remind you of the almost excessive care and deliberation with which the Charter was weighed and considered by the various bodies concerned before it ultimately found its way to the Statute Book. You may criticize its various provisions, call them unjust or unwise if you will. But you cannot deny that they are deliberate and intentional.

Now the Charter amended the law of leaseholds as follows:—First, it provided for an automatic "twenty years' purchase" clause to be read into all leases granted subsequently to its enactment. You all doubtless know what the phrase "twenty years' purchase" means. Perhaps not all of you know that the clause only applies to subsequent leases and has no application to leases granted before 1892; there is at all events a popular delusion to the contrary. This particular matter, however, is none of our present business.

The second provision is what I am coming at, and is contained in Section 95. It applies to all building leases without exception granted before 1921, and provides that during the currency of any such lease (that is, before its expiry) the tenant—not the landlord—shall have three options:

First, to buy out the freehold of the land. Second, to obtain a renewal of the lease. Third, to allow his lease to expire, surrender the premises, and obtain compensation for his "unexhausted improvements" a technical term usually synonymous with the present value of the buildings on the land, but which may include goodwill, etc.

You may well conclude, and I think most people have concluded, that with this plan and fair definition of the tenant's rights all his anxieties and injustices are over. That feeling of satisfaction is, however, a little premature, as appears when one attempts to translate these principles into practical effect.

If the Legislature had been content to leave the adjustment of the mutual rights of tenants and landlord to ordinary arbitration based on the principles of the Act as was done in 1892, all would have been well. Unfortunately, it decided to erect a special tribunal for that purpose, and Section 96 provides that the determination (a) of the value of the freehold; (b) of an equitable term and rental for the renewal; and (c) of the value of the exhausted improvements, should be made by a Conciliation Board of three persons "to be appointed by the Governor in Council," who were also to prescribe its procedure, and so forth.

Now in the absence of agreement between the parties—an improbable event—no other method of settling their rights is provided. And none of the five successive Executive Councils that have held office since the Charter became law has even appointed a Conciliation Board, much less prescribed for its procedure.

It would be premature, and very presumptuous in any case, for me to attempt an authoritative statement of the legal effect of that commission. There are many doubtful points, as for example the extent to which the 1892 provisions are repealed. But to put the matter at its blackest, it is possible that until the Board is appointed the sole effect of the Charter is to repeal the 1892 Act and to bring the adverse Common Law principles into force again. And it seems almost certain that so long as no tribunal exists to which the matter may be referred tenants will lose irrevocably their options of purchase or renewal, will be obliged to surrender possession without a cent of compensation, and will be left to wait until the Conciliation Board is appointed (with such patience as they can muster) to prefer a claim for improvements which by that time may, by reason of the landlord's death or insolvency very well prove uncollectable.

Certain legal brethren of mine, for whom both personally and professionally I have a very real respect, have spoken warmly to me of the vested rights of ground landlords and of the sanctity of existing laws. With all due deference, I strongly disagree. I say the existing law is the Charter, and the sanctity is in the rights, of the long-suffering tenants which the law all too tardily recognizes. And I say further that it is a black disgrace that these rights, solemnly conferred by legislative enactment, should be withheld by Executive inertia—for I believe it is nothing more.

Unlike the immortal Fat Boy I do not "want to make your flesh creep," and I shall leave the captivating subject of "Absentee Landlords' Gold" to the more sensational party in the Press—it ought to provide a good headline for a dull week-end. But frankly, I believe the only reason a Conciliation Board has not been appointed is that it has been less trouble for the successive Governments to "let it slide" than to undertake that not very Herculean task. If one is to be appointed it will have to be because it is less trouble for the Government to appoint one than not. Possibly that can be arranged, if any substantial proportion of those whose interests are involved will make it their business to assist.

I have no idea what proportion of Rotarians are tenants under building leases. But I believe that your organization prides itself—and justly—on its good citizenship. Here is an opportunity for your great influence to exert itself in the cause of good citizenship and of simple justice, to the end that the city's freemen may reap the fruits of their city's Charter.

A hearty vote of thanks was given Mr. Conroy for his opportune and interesting address.

The guests included Messrs. Sydney Bursell and Brian Dunfield.

A SALE OF THE NEW FALL CURTAININGS

Our new Fall Draperies and Curtainings have arrived—A truly wonderful assortment of the very newest materials. The next 10 days will be days of special interest to all home lovers, for we offer the entire stock at a splendid saving.

This is a timely chance to make the home look bright and cozy with new window drapes and hangings at much less than it would cost at regular prices. The hangings mean so much in the success of a scheme of interior decoration, that the opportunity to choose from such a varied assortment as we are now showing, would be worth while even at regular prices, and at the special sale prices, it presents an opportunity you should not miss.

New Styles in Window Clothes

Terry Cloth

Terry Cloth.

We are showing a splendid assortment of this popular material in all the newest designs and color combinations for Fall; 38 inches wide, is reversible, with distinct design on either side. Reg. \$1.08 \$1.50 per yard. Sale Price . . . \$1.08

Art Cretonne.

Shades of Fawn, Red, Green, Blue and Black, figured in pretty designs. Finished with wide fancy border: 40 inches wide. Reg. 60c. per yard Sale Price 54c.

Art Sateen.

30 inches wide, a splendid assortment to choose from, in the newest designs and most wanted colorings. Reg. 65c. per yard. Sale Price . . . 59c. Reg. 30c. per yard. Sale Price . . . 72c.

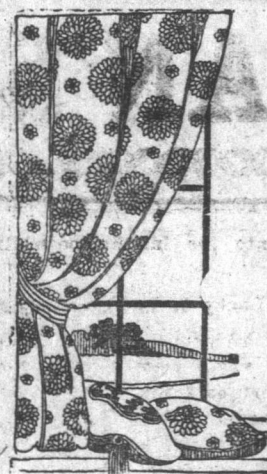
Mercerised Repps.

Another good looking curtaining, that would be an asset to any room, looks and feels like silk; 50 inches wide. Green—Reg. \$2.25 per yard. Sale Price, \$2.03 Gold—Reg. \$3.00 per yard. Sale Price, \$2.70

Casement Cloth

This line offers you extreme value in Casement Cloth; 40 inches wide, Cream only with exceptionally pretty colored border, offered during this sale at the very special price per yard.

41 cents



New Casement

Casement Cloth.

Plain Casement in shades of Rose, Green, Cream, Fawn, Grey and Blue; 50 inches wide, a good looking material that will give splendid wear. Regular 75c. per yard. Sale Price . . . 68c.

Casement Cloth.

In Grey only with handsome colored border: 50 inches wide. Regular 90c. per yard. Sale Price . . . 81c.

Art Muslin.

A big selection makes choosing easy. You will find here all the wanted patterns and color combinations; 38 inches wide. Reg. 25c. per yard. Sale Price . . . 23c. Reg. 28c. per yard. Sale Price . . . 25c.

Madras Muslin

White Madras.

Newest designs, plain edge, assorted widths. 36 inches. Reg. 55c. per yard. Sale Price . . . 50c. 45 inches. Reg. 60c. per yard. Sale Price . . . 54c. 45 inches. Reg. 90c. per yard. Sale Price . . . 81c.

Tasseled edge. 36 inches. Reg. 75c. per yard. Sale Price . . . 68c. 45 inches. Reg. 90c. per yard. Sale Price . . . 81c. 45 inches. Reg. \$1.15 per yard. Sale Price . . . \$1.04

Ecru Madras.

Plain edge. 36 inches. Reg. 45c. per yard. Sale Price . . . 41c. 45 inches. Reg. 65c. per yard. Sale Price . . . 59c. 50 inches. Reg. 90c. per yard. Sale Price . . . 81c.

Tasseled edge. 45 inches. Reg. 90c. per yard. Sale Price . . . 81c. 36 inches. Reg. \$1.10 per yard. Sale Price . . . 99c.

Curtain Net

This is a novelty curtaining and is one of the nicest we have ever shown. It comes in stripe effects of Arabic and Gold, Arabic and Green, Arabic and Rose and Arabic and mixed stripes; 42 inches wide. Reg. \$1.20 per yard. Sale Price, \$1.08

\$1.08

Exquisite Repps

Gold Thread Repp.

The very newest in curtaining, shown in shades of Rose, Blue, Green, Brown and Green, with gold threads intertwined throughout. This is a very rich looking material and would look well in any home. Regular \$3.65 per yard. Sale Price . . . \$3.29

Silk Repp.

44 inches wide, shown in pretty shot effects; shades of Rose, Green, Grey, Bronze and Brick. Would make exquisite window hangings for Fall and Winter. Regular \$2.50 per yard. Sale Price . . . \$2.25

Brocaded Repp.

This is another very pretty material, shown in shades of Rose, Green and Grey, brocaded in beautiful designs; 50 inches wide. A material that will delight you. Regular \$2.25 per yard. Sale Price . . . \$2.03

Colored Repp.

Plain shades of Green and Blue, a good looking and serviceable material, 50 inches wide. Reg. \$1.35 per yard. Sale Price . . . \$1.67

Curtain Velour

Now the Summer decoration scheme is being replaced by richer articles in color and texture, this rich velour is just what you require for either portieres or curtains; shown in shades of Rose, Green, Brown and Red; 48 inches wide. A handsome material. Regular \$3.65 per yard. Sale Price, \$3.29

\$3.29

Beautiful Chintz

Chintz.

Our showing of Chintz is superb, including both English and American, in all the newest designs and color combinations for Fall and Winter. No matter what you require in this line, you are almost sure to find it in our collection; 38 inches wide.

Reg. 42c. per yard. Sale Price . . . 38c. Reg. 45c. per yard. Sale Price . . . 41c. Reg. 75c. per yard. Sale Price . . . 68c. Reg. 85c. per yard. Sale Price . . . 77c.

Reversible designs and colors; 50 inches wide.

Reg. 70c. per yard. Sale Price . . . 63c. Reg. \$1.10 per yard. Sale Price . . . 99c. Reg. \$1.20 per yard. Sale Price . . . \$1.08 Reg. \$2.10 per yard. Sale Price . . . \$1.89

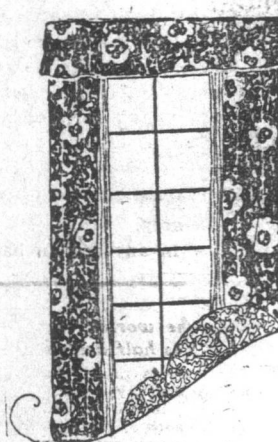
Curtain Nets

Those who prefer lace for curtains, will find our selection all that could be desired, both as regards pattern and price; 36 to 60 inches wide.

Reg. 28c. per yard. Sale Price . . . 26c. Reg. 30c. per yard. Sale Price . . . 27c. Reg. 40c. per yard. Sale Price . . . 36c. Reg. 50c. per yard. Sale Price . . . 45c. Reg. 60c. per yard. Sale Price . . . 54c. Reg. 85c. per yard. Sale Price . . . 77c. Reg. 90c. per yard. Sale Price . . . 81c.

Ivory Net.

Reg. 45c. per yard. Sale Price . . . 41c. Reg. 60c. per yard. Sale Price . . . 54c. Reg. 90c. per yard. Sale Price . . . 81c. Reg. \$1.35 per yard. Sale Price . . . \$1.23 Reg. \$1.50 per yard. Sale Price . . . \$1.35



THE ROYAL STORES, Limited

exert itself in the cause of good citizenship and of simple justice, to the end that the city's freemen may reap the fruits of their city's Charter.

A hearty vote of thanks was given Mr. Conroy for his opportune and interesting address.

The guests included Messrs. Sydney Bursell and Brian Dunfield.

Particularly favored for fall is the balbriggan frock which is stocked with silver.

Gold and silver thread embroidery is used on the front of a black velvet tunic.

Evening scarfs of bright-colored crepes are studded with rhinestones and beads.

The huge hat of velvet or hatter plush is favored in black, purple, or tan.

Gold and silver embroidery is used on transparent georgettes with the printings.

CONFEDERATION LIFE. aug 17, 3 mos

SNOODLES

LITTLE BOYS TAKE HEED! IF YOU GET LOST ON A DESERT ISLE AND FALL INTO THE HANDS OF EVIL PIRATES, NO TELLING WHAT WILL BE YOUR FATE! TAKE ONE LOOK AT SNOODLES AND BEWARE!



The Fisherman.



By CY HUNGERFORD

