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Oct 12, 21, W.F.

The Portuguese
Agreement.

Mr. Morine Exposes Its Fallacy.

Editor Evening Telegram.

Dear Sir.—The Advocate, on Wednesday last, published the much talked of agreement between the Hon. F. Coaker, for "the Newfoundland Fisheries Department," and P. M. da Fonseca Araujo, of the International Mercantile Company, Ltd., made in Oporto, in January, 1921.

The publication was advertised by the Advocate in a front page headline declaring that "political animosity and jealousy killed the agreement," and thereby "lost nearly \$3,000,000 to this Colony," and a sub-head to the editorial preceding the agreement declared that the agreement was nullified by the cancellation of the Export Regulations, and that the sale of 300,000 quintals of fish which Mr. Coaker had negotiated as thereby forfeited.

It is not fair to the electorate that such fantastic falsehoods should be allowed to circulate uncontradicted, and any innocent reader throughout the Colony, sincerely desirous of knowing the truth of this matter, and quite capable of understanding the subject, will be deluded into believing the baseless assertions made by the Advocate, unless some reply is made to them, and, therefore, I beg space in your columns for this letter, and, possibly, other letters in denial and explanation.

It is not true that \$5,000,000 or any considerable amount was lost by non-acceptance of the Coaker-Araujo agreement. It is not true that political animosity and jealousy killed the agreement. It is not true that Coaker negotiated the sale of 300,000 quintals of fish.

On the other hand, there was no authority for negotiating such an agreement. If accepted, it could not

have been enforced without revolutionary legislation by the Assembly. If made law, it would have handed over trade with Portugal to a monopoly controlled at this end by Coaker, or, at the other end, by Araujo, and would inevitably have destroyed, perhaps permanently, our trade with Portugal.

As to the first point denied as above: The agreement does not even purport to be a sale of any quantity of fish, or to fix any price for fish. Under it, no binding engagement was made on this side to sell fish, nor on the other side to buy fish. The sale, therefore, of a single quintal, and the gain or loss of a single dollar, was not based or risked upon this "nullified" rejected proposal.

As to the second point denied as above: The Fisheries Regulations were repealed by the Government, of which Mr. Coaker is the most influential member, with his knowledge and consent. He either approved the repeal, or weakly consented, because he loved his office more than his country. If the repeal killed a profitable agreement, if loss to the fishermen has resulted, he, above all other men, is responsible for it. Yes, more, if he believes one jot or tittle of the things his organ says from day to day of the disaster which has resulted from the repeal, he is the weakest and most contemptible man in the Colony for consenting to the sacrifice.

Mr. Coaker, as Minister, signed an agreement made with "the Newfoundland Fisheries Department." There is no such department in existence. No department in existence has authority to make such an agreement. To bind this Colony, when it can be bound, the Governor-in-Council is usually the only person able to contract, and he only, in most matters, when he has been specially authorized

to do so. It is, of course, not amazing that Mr. Coaker mistook himself for Governor and Legislature combined, and that he did not even know the correct name of the department over which he presided.

Pedro da Fonseca Araujo signed the agreement for the International Mercantile Marine Co., Ltd. By what authority he did so does not appear. Mr. Coaker probably does not know, or care, as the agreement was really entirely in the interest of the Company, and not likely to be rejected by it. But in view of the recent arrest of Mr. Araujo, for alleged fraud on a gigantic scale, as set forth in the London Daily Mail, of Sept. 20th last, (published elsewhere in this issue), it is not safe to conclude that he had the authority he assumed.

The Advocate says, of the agreement, that "not only did it kill consignments," but also "it gave Newfoundland the right to fix prices." Undoubtedly, it would have killed consignments, and also all trade with Portugal except through one Company. But it was not "Newfoundland" which would have fixed prices under it, but COAKER and ARAUJO—a precious combination forsooth to which to hand over the absolute control of our exports to Portugal.

The agreement says: "No Newfoundland fish shall be introduced into Portugal except through the Company." (Sec. 2) and "the Company shall acquire all its Newfoundland fish requirements through the Newfoundland Fisheries Department, at prices fixed by the Department," but does not bind the Company to require any particular quantity of Newfoundland fish, or to pay any price the Company does not approve. If the Company desired a quantity of our fish, and the Department fixed a price the Company thought too high, no sale of the fish could be made in Portugal. The Company, therefore, not the Department, would dominate or really fix the price.

The agreement contained a provision (Sec. 5) that—(a) should the quantity of Newfoundland fish consumed in Portugal not exceed a monthly average of 25,000 quintals, or (b) should the quantity of codfish from other origins received by the Company in Oporto exceed a monthly average of 3,000 quintals, the Fisheries Department would be entitled to cancel the agreement. What is meant by "Consumed in Portugal?" Commercially, imported goods are frequently spoken of as going into consumption when customs duty thereon is paid, but strictly "consumption" means "eaten," and, therefore, how much was consumed could practically never be proven. What is meant by a "Monthly average?" Over how long a period would the average have to be calculated? Again, why limit the Company's average monthly importations into "Oporto," and leave it free to import into all other parts of Portugal? What is meant by "fish of other origins," when no particular origin of any fish is provided for?

The agreement was as full of holes as a sieve, and in its construction as well as in its principles was discreditable to the intelligence of a representative of this Colony.

The Fisheries Regulations contemplated Board control of fish sold abroad by the merchant owners thereof, licensed by the Governor-in-Council. They did not authorize the purchase or sale of fish by the Department of Marine and Fisheries, or the Codfish Exportation Board. There was, therefore, no power in the so-called "Fishery Department" to agree to prohibit exportation to Portugal by any licensed person except through the Company, or to make any such agreement as Mr. Coaker entered into. He assumed an authority he did not possess, and which no sane legislature would ever confer upon him.

Nakedly, what he assumed to do was nothing less, in reality, than this, that he, Coaker, here, and Araujo, in Oporto, should arrange the sale at prices agreed upon by them, of all the fish exported by this Colony to Portugal. Coaker could and would sell his own fish first, and he could and would refuse to permit a sale by those whom he disliked or objected to. Araujo, in Oporto, was to be the only primary seller of Newfoundland fish in Portugal, bought at prices arranged with Coaker, and sold at such prices to the Portuguese as limited competition of fish from other origins might permit, and Araujo agreed to. What a splendid opportunity for "graft" would this be presented. The holder of fish here might be made to pay homage to Mr. Coaker for permission to sell through the Fisheries Department, and the buyer in Portugal to Mr. Araujo for permission to buy, and the two could divide the proceeds. Mind you, I do not say these worthy gentlemen would "graft," but that they could. Those who know Mr. Coaker, and who read of Mr. Araujo, will decide for themselves whether it would be wise to place them in a position of such temptation.

For the fish sold to the Company, 90 per cent. was to be paid for by the Company, and 10 per cent. was to be kept back for possible depreciation. If reclamations exceeded 10 per cent. the Department became responsible to pay. Claims for depreciation were to be "adjusted" by the Newfoundland Trade Commissioner for Portugal, a Mr. Smith, I believe, at the time the agreement was made. No matter how improper or reckless the adjustment was, the Department would have to pay it, and recover if it could from the shipper. The Commissioner could also "graft" to the limit, so long as Mr. Coaker maintained him in office, and the victimized shipper would have to pay, if possible, or if he were unable, the taxpayers of the Colony would pay. What profitable opportunities were thus offered by this agreement, to Coaker, Araujo and Smith. Coaker could, of course, change an unfavorable for a favorable Commissioner when he desired to do so.

When the Exporters met to consider this precious agreement, the simple question before them was this, essentially, shall we hand ourselves over bound hand and foot to Messrs. Coaker, Araujo and Smith? If they had answered except by disapproving the trap prepared for them, they would have been qualified candidates for the Lunatic Asylum. Coaker was to sell their fish. Araujo was to buy it. Smith was to adjust. They were to have what was left—less 5%—as for the dealers in fish in Portugal, other than Araujo, they were to be permitted to buy through Coaker and Araujo—if they paid Araujo 2½% commission, thus giving Araujo 2½% advantage in price over them. Besides, Araujo was to have 5% commission from the shippers of the fish. What a gold mine—7½% on all sold by others, 5% on all sold by himself. And besides that, all the graft which could be grafted. Of course, every other dealer in Portugal would have been made an enemy to this Colony.

With your permission, I shall further discuss the provisions of this extraordinary bill.

Yours truly,
ALFRED B. MORINE.

Oct. 13, 1921.

Three Bankers Arrested

STORY OF A GREAT LOAN HOAX.

(From our own Correspondent.)

Lisbon, Sunday.—A well-known and wealthy Oporto banker, Pedro de Araujo, was arrested yesterday after a police enquiry on a charge of huge exchange speculations. The charge is in connection with a recent credit of 50,000,000 dollars (\$125,000,000) which the Portuguese Government was to obtain from a group of American financiers. The credit, it is alleged, was a hoax and the group of financiers non-existent.

The banker's arrest follows a motion passed by the Portuguese Parliament authorizing criminal proceedings against all the persons involved, who, it is alleged, knowing that the proposition was a hoax, took advantage of the rise and the subsequent fall in the exchange to buy and sell gold at Oporto and Lisbon markets to the extent of more than £23,000,000. Two other bankers were arrested to-day. —Daily Mail, Sept. 20.

Brick's Tasteless can be purchased at Jas. Wiseman's, Top Carter's Hill. Price \$1.20 bill. Postage 20c. extra.—asp141t

STRUCK BY LADDER.—Yesterday afternoon, while passing near the Bank of Nova Scotia, Mr. Jas. Bindon was struck on the head by a falling ladder, but fortunately he received only a slight bruise.

WINARD'S LINIMENT LUMBERMAN'S FRIEND.

ONCE A WEEK
AND CHOCK-FULL of SUPER-VALUESOUR
SATURDAY
AFTERNOON AND AFTER-SUPPER
SALE

MORE and more popular are these Saturday Sales of our becoming. You will find this week's of the utmost importance. We have selected a score or more of extra low-priced specials from all about the store. Quantities in most cases are somewhat limited, for this reason we urge you to come along as early as possible. Values such as these vanish remarkably quick. Come! Compare! and you will certainly be delighted with this Sale's Opportunities.

More Huck
Towels

Pure White and the very best of wearing quality Huck Towels, crimson striped ends, plain hem. Value for 45c. each. Saturday, 22c each

Night Shirt
Twills

34 inches wide; excellent quality pure white; useful for many purposes where shirting is used. Was 50c. yard. Saturday 19c.

Corduroy
Velvets

Assorted widths, assorted shades; Saxe, Grey, Fawn and White; a seasonable offer. Values to \$1.40. 50c. yard. Saturday 94c.

Navy Dress
Serges

Fast Navy Wool Serges for children's school dresses or skirts. Good wearing quality. Saturday \$1.10 Sale Price 34c.

Baird's
Saturday
Sale
3.00 p.m.
to 9.30 p.m.

Sale of
Children's and
Misses Felt and
Velvet Hats4.40 Felt Hats
for 1.48

Beautiful styles, becoming shades, Rose, Crimson, Sky, Saxe, Navy, Fawn, Brown, Purple and Black, trimmed with corded ribbon and streamers. Your Choice \$1.48 Saturday

6.50 Velvet
Hats for 1.98

Magnificent little styles here for your darlings; ribbon and flower trimmings and ever so many shapes to select from. They are high grade of course. Special for Saturday's Sale \$1.98

Ladies' Jersey
Pants

Pure White, ankle length; extraordinary good value. Regular \$1.50 pair. Saturday's Sale Price 97c.

Children's
Middies

In good wearing heavy Khaki Jean; Norfolk style, boxpleated with belt and pockets, full collar, long sleeves; to fit 6 to 14 years. Reg. 75c. 23c. Saturday 75c.

Men's Felt
Slippers

Warm Black Felt Slippers for home wear; warmly lined, velvet bound, leather sole and heel; assorted sizes. Regular \$1.50 value. Saturday \$1.15

Men's 3.00
Shirts for 1.69

Made in full fitting sizes in good looking Striped Percales; double soft cuffs; distinctly different from any shirts to-day near their price. Reg. \$3.00. Saturday \$1.69

Leather
Leggings

3 strap solid Black Leather Leggings with spring fastening. The season's here for them. Reg. \$2.50 pair. Saturday \$1.49

Boys' Hats

A JOB line in Felt and Tweed makes; assorted shapes; shades of Navy, Brown, Grey and mixed shades. Were \$2.50. Saturday \$1.49

James Baird
LIMITED

Baird's
Saturday
Sale
3.00 p.m.
to 9.30 p.m.

SWEET, PURE MILK—always
on hand when you
want it!

If you have never used Libby's Evaporated Milk, you will be amazed to find how good, how convenient and economical it is. Many women who first tried it in some emergency now use it always—they find it gives such satisfactory results.

There's no waiting for the milkman—you can always keep several cans on the shelf and in summer there's no bothering with ice, and in winter the milk wagon can get stuck in a heavy drift of snow as often as it wants to!

And there's less waste—a can of Libby's Evaporated Milk will keep indefinitely before being opened—and after you have opened a can you can use just what you need; the rest, put in a cool place, will keep several days.

Libby's Milk comes from the finest dairy section of America and is processed in our own sanitary condensaries—it is not the "distributed" product of an unknown and nameless plant.

Order a tin from your grocer to-day.

Libby, McNeill & Libby

At the City Hall.

The regular weekly meeting of the Municipal Council was held last evening. Mayor Morris presided, and Councillors Vincombe, Jackman, Peet and Hallett were present. After confirming the minutes of previous meetings, the following matters were given consideration.

A letter was read from the Colli-shaw Mills, Ltd., stating that they were prepared to immediately proceed with the erection of twenty houses, under the same conditions and inducements as are offered by many municipalities in both the United States and Canada. It was decided that the matter be taken up at a special meeting.

J. St. George, Manager West End Lumber Co., asked permission to install an electric motor for the purpose of driving machinery. His application was referred to the City Engineer for report.

Messrs. Martin and John Cole applied for extension of water and sewerage to Quidd Vidi Road. The Council is unable, at present, to undertake the said extension; consideration was therefore deferred to a later date.

An application was received from

R. Brazil for position as Collector; application ordered filed.

Joseph Judge applied for water and sewerage, Golf Avenue; request cannot be acceded to at the present time.

Thomas Sweeney offered to supply spalls; none required at present.

R. J. Thompson called attention to condition of drains, Bondaddy St.; the Road Inspector will be directed to give his attention to this matter.

H. J. Taylor will be given permission to lay concrete sidewalk, Barter's Hill. The Council will pay proportion of cost for this improvement.

Attention was called to the numbering of Garrison Hill; the Engineer

was directed to attend to this matter.

The following plans were passed, subject to the approval of the City Engineer: J. Robinson (extension), Cummins Street; A. Walker (dwelling), LeMarchant Road, and J. F. Newman (dwelling), Mt. Royal Avenue, must pay proportion of cost towards water and sewerage extension to those localities.

It was decided the St. John's Gas Company be informed that one month after the Council will not hold itself responsible for the upkeep of gas lamps in the city limits.

The matter of applications for lights was reconsidered, and it was decided that lights be installed at the following places: Warbury St., Macklin Place, Springdale St. and Golf Avenue.

It was decided the Solicitor be notified to take the necessary steps to have the outhouse, erected by J. Burnstein, Springdale St., without permission of the Council, immediately removed.

Commissioner Jackman gave notice that, at the next regular meeting he would move that the Government be petitioned (1) to introduce an amendment to the St. John's Municipal Act, 1921, empowering the City of St. John's to raise money by the issue of debentures, the money to be borrowed

to be expended for civic improvements

by the Council, acting in conjunction with and subject to the approval of a Commission of three to be appointed by the Governor-in-Council for that purpose; (2) to introduce an amendment to the St. John's Municipal Act, 1921, raising the remuneration paid to the members of the Council from four thousand to eight thousand dollars, of which the Mayor shall receive two thousand and the remaining six to be divided between the members of the Council in accordance with the present Act.

It was ordered that a cheque be forwarded the Minister of Finance, for the sum of \$7,000, being the contribution towards the upkeep of the Fire Department for the year 1921.

The City Engineer's report for the week, dealing with the work done in the various departments under his control, was read.

The report of the City Health Officer showed four cases of diphtheria in the city.

Reports of other departments were read; the pay rolls and bills presented were ordered paid, after which the meeting adjourned.

An Entertainment every night.

When? During C. L. B. Week.

Nov. 13th-20th—only 50c.