The Evening Telegram

ST. JOHN'S, MARCH 7, 1888.

BANK FISHERMEN, ATTENTION More "Grinding" on the Part of Monopolists.

A CRUEL AND SHYLOCKIAN "AGREEMENT. Despotic and Outrageous Attempt to

Create a "Trust."

It is only when forced by our position as journalist to refer to matters affecting the trade of the colony, that we do so, and then only from motives of duty towards the general public. We are opposed on principle to combinations of labor against capital, or of capital against labor, we care not by what name they are called (" trusts," we believe, is the latest term for monopolies); and we regard the banking agreement we print to-day for the benefit of our readers as a most despotic and outrageous attempt to create a "trust" that would inevitably force our bank fishermen into a combination for their own preservation and defence. When they do so, the ill-advised agreement we reprint will be their justification.

Who can blame men for uniting together in self-defence when masters begin to "grind" them in this tyrannical way? We appeal to every right-thinking man in Newfoundland who reads this agreement, whether it is not calculated to crush all the independence and life out of the unfortunate "toiler of the sea" who agrees to its provisions. Look at clause 2: Two pounds of bread for a strong manworking night and day-for seven days. Why, it only allows about one "biscuit" per day. Who would like to live on that?

We notice that only bread, flour, butter, molasses, pork and tea are to be furnished by the owners. All else, such as potatoes, rice, peas and other provisions must be found by the crews themselves; and, we understand from the men, that all the provisions supplied by banker-owners are of very inferior quality.

Now, look for a moment at clause 6. This cruelly provides that any dory-crew going astray on the banks shall forfeit all share from the time they left the vessel; and, even if the men are saved and enabled to reach their vessel three days after her arrival in port, it will selves thrown out of employment.

Think of the feelings of men astray on the wide ocean in a dory, who, realizing their perilous position, have added to their distress of mind the conviction that their wages are stopped, and that their families are suddenly left without resources. The men who could or did frame that clause are heartless and coldblooded, and either never had any, or have lost all, feeling for their less fortunate fellow

Clause 16 provides that all cash payments up to settling day (which probably will be in December) shall be charged with a premium of twenty per cent. That is to say that all the men receive from March until Januaryten months-shall be saddled with this usury. Can it be possible that in this colony, supposed to be free, such things can be done openly and without fear of God or man? Shall these poor "toilers of the sea," exposed as they are to all the perils of their hazardous calling,shall these men, we say, be robbed on shore of their hard-earned wages?

Shall such things be done, and the country go unpunished? Does God not reign? We know He does, and that He has said, " I will be a swift witness against those that oppress the hireling in his wages and fear not Me." Some of those oppressors excuse their conduct on the untenable ground of "necessity." What a flimsy plea to raise in extenuation! Obviously that great friend of the oppressed -William Pitt-is right when he says, the creed of slaves.'

We are glad to learn, however, that some of our merchants refuse to be bound by the provisions of this iniquitous agreement, and that only the small-minded, soulless firms are determined to force it on their poor slaves-for no freeman would sign such a document. We have made an estimate of the probable result to the men of a voyage to the Banks under this

Suppose a crew of ten men and a master, cook and boy, secure a load of 1000 quintals that realizes, at \$3 per quintal, \$3,000. From this amount is to be taken, for salt, bait, ice, oil-casks, freight, seine-hire, fish-making, insurance, tonnage, pilotage, medicine, fitting out vessel, dismantling, painting and cleaning

vessel, boy's wages, &c., the following sums Salt...... \$200| Pilotage..... 40 Fitting Out Vessel.... Casks..... Seine..... Fish Making.....

these charges are strictly correct. We give them as owners' charges, subject to " alteration or amendment." However, it is pretty evident that, according to this new agreement, after the contemplated "taxes" are deducted from the voyage of 1,000 quintuls, valued at \$3,000, and the schooner-owner's share has been taken away, the amount left for division among the crew will be comparatively small indeed.

The banking industry was nursed into being by bounties paid from the public treasury. At first it was difficult to get men to engage in what they rightly considered to be a hazardous branch of the fishery. For the last three years our young and ambitious fishermen have vied with each other on "the Banks," and now they are met with an agreement that they cannot sign. The persons who framed this document were ignorant of the first principles that govern the trade of the colony. The capital of Newfoundland is the labor of its fishermen. Everything depends on the fisheries. The menwho built up the great fishing firms of Terra Nova all recognized this fact, and did not "muzzle the ox that treadeth out the corn:" There was more sense in the little finger of the late Walter Grieve, or the late C. F. Bennett, than in the whole bodies of the would-be autocrats who, for one season's gain, would throw the bank fishing business of the future entirely into the hands of our wide-awake American and Canadian competitors. Here is the agreement to which we refer :-

It is HEREBY AGREED between St. John's of the one part and each of the other parties whose names are subscribed hereto of the other part as follows:

agrees to equip at his 1.-The said own expense the schooner cessary outfit tackle and apparel for one or more fishing voyages as he or his agent may determine.

agrees to find and pro-2.-The said vide for the said other parties and supply them during such voyage or voyages with provisions in quantities per week for each man accord ing to the scale following that is to say:

‡ gal. Molasses 5 lbs. Pork or Beef

or the equivalent value of same. For any excess over said quantities the party or parties receiving same shall pay at prices similar to those charged to the schooner for provisions put on board of her for the purposes of the

said voyage or voyages. 3.-Each of the said other parties hereby agrees to pursue in the said sch ing voyage or voyages as may be determined or his agent and that by the said he will at all times during the continuance only be to find their places filled and them- of that agreement obey the lawful commands of the said

the Master his agent and of the of the said schooner or any other person who during the continuance of this agreement shall occupy the position of Master of the said schooner and also shall at all times serve faithfully, soberly and honestly his employers under this agreement and at all times be ready and use his best exertions, skill and knowledge to procure all the fish and oil that he possibly can and in every way to secure the success of the voyage or voyages in which the said schooner may be engaged. That he will not at any time whether at sea or in port leave the said schooner without the permission of the Master of the schooner. Each of the said parties hereby agrees that should he be absent from the said schooner for the space of two hours without such permission he may be regarded and dealt with as having deserted the said schooner and that by such absence all the right and interest in the voyage or voyages of the said schooner which has accrued or is due to him under this agreement up to the time of the commencement of such absence is forfeited by him and becomes the property of and payor his assigns. able to the said

4.-It is also agreed that should any of the said other parties be absent during working hours from the said schooner without the permission of the Master while she is in port and fitting out or preparing for any voyage discharging or taking in cargo or stores he shall at the option of the said Master be liable to and shall pay a tine of not exceeding two dollars for each working day or part thereof and shall not have the right of putting any man in his place during such absence.

5.—Each of the said other parties further agrees that he will during the continuance of this agreement be accountable for the value of "Necessity is the argument of tyrants, it is all such goods, chattels, stores, property and effects and each item and parcel thereof as may be in his care or custody and that such value may be deducted and retained by the or his agent out of any amount due to him under this agreement or sued for and recovered by action at law at the suit of or his agent should there be

no amount due under this agreement. Also that he will assist in getting the said schooner ready to proceed on the said voyage or voyages and each of them and in keeping her in good order and clean during the continuance of this agreement and at the termination thereof shall deliver her up to the said or his agent at such port or place as he may name and after arrival at such port or place aid and assist in unloading and dismantling her and in cleaning out or doing whatsoever else may be by the Master of the said schooner considered necessary in order that she and her tackle, apparel

in good order and condition. 6.- In the event of the crew of any dory belonging to the said schooner going astray on the Banks or from other causes being absent from their vessel they shall not be entitled to any share of the fish caught during their ab- prospective, not retrospective.

and outfit may be delivered up to the said

or his agent thoroughly cleaned and

We do not wish to be understood to say sence and should such absentees not resume their work under this agreement within twodays after the next arrival of the schooner in any port or place in Newfoundland they shall cease to have any interest in the future prose- Petitions for Lobster Monopolies and Contra. cution of the voyage or voyages and be entitled to have only the share or proportion due tothem at the time of their so going astray or

> 7.—The Master of the said schooner shall have when and as often as he deems it necessary the right to order the crew of any dory to remain on board the schooner for any length of time to assist in stowing away fish or do any other work he may think necessary to be done. The fish caught by all the crews of the other dories whilst such crew is so detained on board shall be counted and the crew so detained on board shall have as their share of fish the average of the number so ascertained as caught. by the crews of the other dories.

8.—The said may ship a part of the crew of the said schooner on wages and should he do so the men so shipped shall in the apportioning of the proceeds of the voyage as hereinafter mentioned be considered as sharemen but as between themselves and the said

they shall be paid the wages agreed on. 9.—Each of the said other parties hereby agrees to fish with salt bait when, where, as often and for such periods of time as the Master of the said schooner shall think proper.

10.—The Master of the said schooner shall have the right at any time and without notice to discharge any one or more of the said other parties to this agreement if he has reason to believe that such party makes use of spiritu-

11.- Each of the said other parties shall enter into service under this agreement on the date set opposite his name at the time of signing same. His share or wages shall be computed as from that date. This agreement shall continue and be in force until the next after the date hereof or day of

such further time not exceeding may decide upon and each of the said parties shall for any and each neglect or default on his part in the due and faithful fulfilment and performance of his part of this agreement forfeit and pay to the said

12.-It is agreed that there shall be a charge for demurrage on said schooner of \$80 for each and every day of detention or delay after she shall have been ordered by the said or his agent or the Master to proceed on any voyage under this agreement and that

this demurrage shall be paid to the said by any person or persons whose absence from said schooner shall be the cause of such deten-

13 .- It is agreed that the fish caught during the voyage or voyages upon which the said schooner shall proceed under agreement shall be landed for making at such place or places may direct; also that the may sell and dispose of all the said fish, oil and other produce of the said voyage or voyages whenever and wherever he may think proper and that he may at any time take any of such fish ex salt bulk in which event the sharemen shall be paid for fish so taken at the current rates or as may be agreed on; also that shall not be in any way liable or responsible for any fish or other proceeds of

such voyage or voyages until and unless the

same shall come into his possession. 14.- In consideration of the due and faithful performance of their part of this agreement by the said hereby agrees and other parties the said promises that he will render to them a true and faithful account of all fish, oil and other produce of the said voyage or voyages which shall be delivered to him or his order, that he will account to them at the St. John's current dealing price for the same and that after deducting from the total value of such fish, oil and other produce all charges for salt, oil casks, bait, ice, freight, seine hire, fish making, insurance from port where fish is made to port of delivery of same to the said towage, pilotage, medicine, scraping masts, tarring and setting up rigging, dismantling, painting and cleaning of vessel and boys wages (if one be employed in said schooner) the balance after taking therefrom a full share for the vessel and a man's share each for the Master and Cook of said schooner shall be divided one half to the said other half to the crew of said vessel but out of this other half so much shall be retained by the said

as may be necessary to represent the shares of men shipped on wages. 15.—But should the said fit the latter may count the fish caught during the voyage or voyages by each dory and the said other parties to this agreement may appoint one person to check each such count and to sign on their behalf the note, memorandum or tally thereof and such note, memorandum or tally shall be conclusive and binding on each party as to the number of fish put on board the schooner from each dory. As soon as convenient after the arrival of the schooner in port the note memorandum or tally of such count shall be delivered to the said the said Master and from it the shares of fish for each party entitled to a share thereof shall at the termination of this agreement be ascertained and the men in each dory shall have as their share the value of half the net proceeds of the fish which by such note, memorandum, or tally appears to have been caught by them in their own dory. And the hereby agrees to account to them for such share at the price and subject to the charges,

deductions and terms set forth in Clause 14 of this 16-Each of the said parties of the other part hereby agrees that the account of the said or of whoever may be the supplying merchant shall be a first charge on and deducted from the wages or share payable under this agreement; also that any cash paid by the said any of the said other parties at any time before the settling and closing of the accounts of the voyage may at such settling and closing be charged to such party together with a premium of twenty per cent thereon-which cash and premium the party receiving such cash hereby agrees to pay. The cost of fish-making and of freight is agreed at

SIR WILLIAM WHITEWAY intends to dispute the decision of Judge Conroy in the case of Rhodes vs. Fairweather, on this ground: that the offence was committed before the existence of the law upon which the judgment was based, at which time sealing masters were bound by the Act of '79; that permitted of complaints being taken within one year. The law of last year, Sir William contends, was

HOUSE OF ASSEMBLY NOTES.

RANDY CHURCHILL'S COUNTERPART SPEAKS

Winter's Answer to Questions Put by Murphy.

THE House met at 4 p.m. yesterday. Owing to the long adjournment, there was great confusion over the color of the ticket for the day. After the clerk read the minutes of the last sitting-of over a week ago-His Honor gave the order to admit strangers. Several petitions of the stereotyped and unimportant class, known as road petitions, were presented and received. A petition from the inhabitants of Bonne Bay, containing a complaint against Donald Brown, a public officer there, was sought to be presented by Mr. Bradshaw, but His Honor ruled it could not be received, owing to the fact of its being unconstitutional.

Mr. Watson then arose to present a rather important petition on the subject of our lobster fishery. The petition prayed for a monopoly of twenty miles for each factory, and that those who had factories at present had been informed that a number of men from the Maritime Provinces were coming down to go into the business of canning lobsters. They evidently feared competition. The petition was signed by about twelve persons, all of whom had factories. Mr. Watson made a speech in support of the prayer of the petition, and clearly proved to the House that he knew nothing whatever about the fishery.

Mr. Morine showed that a statement in the petition was false, which set out that such a monopoly existed.

Mr. Murphy said he opposed all fishery monopolies, and that the only thing of that nature allowed in Canadian sea-shore fisheries was in favor of a license to men who would plant out an oyster bed. He showed how, by propagation from hatcheries, this fishery might yield over \$1,000,000, from the fact that all fry of it laid in water are not at all migratory, and that lobsters live and die within an area of ten square miles. He showed the necessity for legislation on the size of the fish before taken, and laying a penalty upon all persons taking fish under ten inches. Last year, he said, our seal fishery gave us \$230,000, and, astonishing as the fact may appear, lobsters netted \$210,000. The more competition the better for the fisherman, and he would oppose all other monopolies.

Mr. Rolls and Mr. Morine presented petitions from their districts in direct antagonism to petition referred to above.

Messrs. McGrath, Greene and Emerson also spoke against the twenty mile monopoly.

In parenthesis, Mr. Emerson is the Randy Churchill of local politics. He sits with the Government, has given his lance or allegiance to no party, and administers some very nasty medicine to all sick measures; and when he does say anything says it well. He is like his prototype-plucky, cheeky, clever and undersized. It will be remembered by our readers that Randolph Churchill has recently married an American lady of tact, education and wealth, and that many of his recent brilliant achievements in politics were due to his fine womanly sense of what was proper.

(Concluded to-morrow.)

Rev. M. P. Morris' Lecture Last Night

THE lecture on the "Two Golden Jubilees." by the Rev. M. P. Morris, bore out every anticipation predicted of it; it was a great success. The audience overflowed the hall to the other person is held to have done it himself," doors, and a great number had to leave the entrance, unable to gain admission. It is needless to say that all present enjoyed a rare literary treat. The subject, extensive though it was, was well within the grasp of the speaker, and he placed it before his hearers in such a comprehensive, luminous way, that every one gained a clear insight into the historical transactions of the period. It was impossible to describe, or even touch upon much outside the principal subjects of importance that make the epoch so memorable, but these were described in so clear and satisfactory a manner as to leave an indelible impression. The course of events in the mother country, the wonderful achievements of science, invention, steam and electricity associated with the reign of Queen Victoria; the interesting incidents in the life of Leo the Thirteenth, the relations of the Papacy to foreign states, and the beneficent in- and build up again in cur midst those "barfluences of the Pontificate of Leo, were gra- | riers" to the progress of religion and civilizaphically and spiritedly recited. The narration tion of the country. was interspersed with a great deal of humor, and the audience were generous in their applause. The sum realized for the benefit of the Orphanage must have been quite handsome.

THE brigantine Dawn, from Boston, with a cargo of American produce, was the only arrival since yesterday,

ANOTHER BRILLIANT LECTURE

"Photos from the Land of Pyramids and Pharaohs!"

Another genuine literary treat is in store for the lecture-going community. To-morrow evening we are to have the pleasure of listening to the Rev. George J. Bond, B A., discourse on "The Land of Pyramids and Pharaohs." and we may be sure the interesting subject will be treated in a masterly manner. The reverend gentleman appears this time under the distinguished patronage of their Excellencies the Governor and Mrs. Blake, and under the auspices of the Board of Governors of the Methodist College. Therefore it goes without saying that he will have a large and appreciative audience. Mr. Bond is very well ac. quainted with the scenes and incidents to which his lecture refers, having personally visited "The Land of Pyramids and Pharaohs," and collected while there all the data necessary for such a lecture. Those spots made sacred by the touch of patriarchal time will be illustrated by the lantern and the lime light, and a fascinating interest will thus be imparted to them. The price of admission is only 10 cents. Tickets for reserved seats, at 20 cents each, will be obtainable at the bookstore of Mr. G. S. Milligan until 6 o'clock on the evening of the lecture.

THAT SEALING CASE AGAIN. Some Further Particulars.

WE have been furnished with some additional particulars respecting the case of Rhodes vs. Fairweather-a suit for the penalty provided by the Act of 1879, for the killing of seals before March 12th, 1887. This case, as our readers are aware, came before Judge Conrov yesterday. Mr. McNeily, Q.C., and Mr. Scott, for the defendant, objected that the proceedings were out of order and should have been taken under the Act of 1887, which differed materially from the Act of 1879. Many authorities were quoted in favor of this position to shew that, though the Act of 1887 did not expressly repeal that of 1879, it did so by implication. Sir William Whiteway on the other side and Mr. Johnson with him contended that the offence complained of had been committed before the passing of the Act of 1887, the suit that the latter Act did not repeal the former, but had a prospective application only. Many authorities were quoted for this position, and after a learned discussion on both sides, the Judge held that the defendant's objection was good, and he therefore dismissed the case. Notice of appeal was immediately given. The plaintiff sued for \$20,000, or for the penalty of \$4 per seal on 5,000 killed on March 11.

DR. MULLOCK AND THE "TAINTED PREJUDICE."

Letter No. II. Editor Evening Telegram. SIR,-" In order to exalt the character of

the energetic Dr. Mullock," (I am quoting

"Vindex") "whose episcopate deserves all encomium, the accomplished writer of the History tells us that 'Dr. Mullock was the first man to whom Newfoundlanders owe the honor of dispelling the existing prejudices against a native priesthood.' This assertion happens not to be correct." And why? Because, for sooth, "the first Newfoundlander who remained and officiated here was the Very Rev. J. Brown, who was ordained by Bishop Dalton." Now, it is well known that Father Brown was forced to remain at Carbonear for several years without ordination, after having finished his course of studies. abroad, because of the still existing " tainted prejudice' against a colonial priesthood." But, as "he who causes a thing to be done by anwhen Dr. Mullock divided his diocese, and caused Harbor Grace to be erected into an Episcopal See, it was mainly "through his influence, in breaking down the prejudice against young men of the country being ordained," that at last Father Brown was admitted into the ranks of the " ' noble band' of missionaries during Dr. Mullock's fruitful reign." Dr. Dalton, who reverenced as a spiritual father and director his illustrious confrere of the See of St. John's, and esteemed him as his "guide, philosopher and friend," was glad to follow his wise counsel and emulate his great love for his adopted country. These two magnanimous Pastors always worked in harmony for the spiritual and temporal welfare of Newfoundland. Thus, "to be brief," it happened that Dr. Mullock succeeded in the herculean task of "breaking down the barriers," and to him originally the credit must be assigned. Alas! that any other in our day should uncharitably and unwisely strive to resuscitate those rotten prejudices To-morrow I shall address myself to the im-

portant subject of Dr. Howley and the native Yours, &c., KENELM. Brigus, March 6, 1888.

On the 6th inst., after a long illness, Peter, the belo ed son of Valentine and Ann Keough, aged 27 years. Funeral on Friday, at 2.30 p.m., from his sister's residence, No. 11, North Street; friends and acquaintances are respectfully invited to attend with the first process. are respectfully invited to attend with out further notice

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