1915

The B. C. Packers Association

Chinese Contract

Wing Bung

Burrard Cannery
Canoe Pass

Season 1910

Dated January 20/1910

JAMES F. MORRIS CO., PRINTERS

This Agreement made in duplicate at Vancouver, B. C.,

this Twenty-fifth day of January, A. D. 19 15

Between

Wong Bing

of Vancouver B.C., in the Province of British Columbia, hereinafter called the parties of the first part, and THE BRITISH COLUMBIA PACKERS ASSOCIATION, of Vancouver, British Columbia, hereinafter called the parties of the second part.

Witnesseth, that the said parties of the first part, in consideration of the covenants on the part of the said parties of the second part hereinafter contained, hereby covenant and agree to and with the parties of the second part in the manner following, that is to say :

That they will, at any and all times during the canning season of 19 15, supply to the parties of the second part all skilled labor, not less than good men, required by them or their manager at their Cannery on Annacis Island, Fraser River called Brunswick Cannery in the work of making such cans as are required, and for the purpose of packing their salmon and doing all the work in and about the cannery required to be done as hereinafter mentioned by the parties of the first part.

That they will, when and as required by the parties of the second part, or their manager, from time to time and without delay, proceed to the above mentioned Cannery with a sufficient number of skilled workmen, and make and have ready for use as required as many salmon tins as may be required by and to the satisfaction of the manager for the parties of the second part for the time being.

That they will at any and all times during the canning season of 1915, take from the wharf and from scows alongside wharf, all tools and materials landed there, including tin cans, coals, firewood and charcoal, also take the fish from the fish scows or steamboats at the wharf, prepare fish for canning, fill cans (all one pound cans to weigh not less than 20 ounces standard weight), cook and and properly test, lacquer cans so filled and label same, pack in cases, nail the same, and make ready for shipment, and that they will also do all the repairing to coppers and other tools used and required by them in the execution of all the aforesaid work.

That they will do all filling of salmon from boxes furnished for that purpose, and as directed by the parties of the second part. And that all tail-pieces are to be split or cut before being filled into the cans.

That they will, at all times during the progress of the said work, use all diligence and care in putting up the said salmon, and do all in their power to make same of the best marketable value, and do all the said work as aforesaid in a workmanlike manner under the direction and supervision and to the entire satisfaction of the manager of the Cannery for the time being.

And the parties of the second part, in consideration of the covenants of the said parties of the first part hereinbefore contained, do covenant and agree with the said parties of the first part as follows :

That they will furnish all necessary material and tools for the work, carry and land same on wharf, or in scows alongside wharf.

That they will pay to the parties of the first part for all the said work to be done by them as aforesaid as follows, subject to the deductions mentioned, viz :—

Deductions for all Cans Supplied Ready-made per Case.

35	cents for each case of			48	cans of	"Talls"	1 lb.	cents
.....	"	"	"	96	"	"Talls"	½ lb.	.....
35	"	"	"	48	"	"Flats"	1 lb.	.....
55	"	"	"	96	"	"Flats"	½ lb.	.....
.....	"	"	"	48	"	"Ovals"	1 lb.	.....
80	"	"	"	96	"	"Ovals"	½ lb.	.....
.....	"	"	"	48	"	"Squats"	1 lb.	.....

3 cents per case for Talls and Flats, and 6 cents per case for ½-Flats in addition to the above shall be paid on all salmon labeled.

2½ cents per case for Talls and Flats, and 4 cents per case for ½-Flats in additions to the above shall be paid on all salmon tissue-wrapped.

Layer paper to be placed between layers of cans in boxes, free of charge.

Payment to be made as follows :—

per cent. of contract price when can-making completed.

80 per cent. of contract price on each 500 cases of canned salmon ready for shipment up up to a total of cases, and the balance one month after shipment from the said Cannery of all the season's pack.

The parties of the first part to pay to the parties of the second part for

and for for each and every

empty cans now on hand at the cannery and which may be filled by the parties of the first part, and all hand-made empty cans remaining in stock at the close of the season to be paid for by the parties of the second part at the same rate.

And it is mutually agreed between the parties hereto and provided that if the work shall not be commenced and proceeded with to the satisfaction of the parties of the second part or their manager for the time being, it shall be lawful for the said parties of the second part, or their manager as aforesaid, to give notice requiring the parties of the first part to enter upon and regularly proceed with the said work, and in case the said parties of the first part shall immediately after notice be given make default in commencing or regularly preceeding with the said work, the parties of the second part may employ any other workmen by contract or otherwise, and pay them out of the money remaining due to the parties of the first part, and the parties of the first part shall be liable for all loses that the parties of the second part may sustain through want of sufficient labor to carry on the work in the cannery for the season 19 10.

That in case the manager for the time being shall disapprove of any of the laborers or workmen, the parties of the first part shall be obliged to remove them and substitute others.

In the event of any dispute arising between the parties of the first part and the parties of the second part concerning any of the matters aforesaid, the parties of the first part shall and will abide by, observe, perform, fulfill and keep, and in all things obey the decision in writing of the manager for the time being.

That if more than three cases in each one thousand are rejected by the manager for the time being of the said Canneries, the said parties of the first part shall pay to the parties of the second part an amount equal to the market value of good salmon for all salmon improperly packed or unfit for use for all excess over said allowance, and that the said parties of the second part shall not be bound to pay for any work rejected by the manager of the said Cannery. And the parties of the first part shall pay to the parties of the second part a rebate of 25 per cent. of market value of good salmon for all light cans caused by imperfect filling, and the parties of the first part undertake that "fresh water leaks" shall be mended and the process of cooking completed on the same day in which the preserving process of the same has been commenced; and that "do-overs" shall not be allowed to accumulate, but shall be dealt with and completed to the satisfaction of the manager for the time being within twenty-four hours from the time they are set aside; and the parties of the first part further undertake to be responsible for any shortage which may appear as between the quantity of tinplates and other material supplied and the number of cases packed.

The parties of the second part shall furnish cords of wood for the China Mess House for the season of 19 , and no more.

The parties of the second part shall provide and pay the wages of one fireman, one bathroom overseer and one night-watchman

all other labor in and around the cannery to be paid for by parties of the first part, and they agree that Wong Bing is to act as China foreman and be in the Cannery to oversee the work, from the commencement of can-making until the completion of the season.

The parties of the second part shall pay workmen's fare one way only, i.e., to the Cannery from Vancouver, Victoria or New Westminster, B. C..

The parties of the first part agree to pack at least 1000 cases 1 lb flat white or 700 cases ½ lb. flat (96 to case) per day, or failing which, in the event of fish being on hand, they shall pay to the parties of the second part the sum of cents per case on any shortage below these quantities.

PROVIDED ALWAYS, and it is hereby EXPRESSLY STIPULATED and agreed, anything hereinbefore contained to the contrary notwithstanding, that the parties of the first part shall not be entitled to call upon the parties of the second part for the performance of this contract in case of fire or flood, or in case the run of salmon shall not be sufficient to warrant carrying out the work, and that in any event this contract shall bind the parties of the second part only in so far as in their judgment or that of their manager, which is to be taken as final and conclusive, the run of the salmon shall justify the continuance of the canning operations.

And in the event of the said parties of the first part selling, disposing of, or causing to be sold or disposed of, whisky or any other intoxicating liquor to white men or Indians during the fishing season of 19 , they shall forfeit and pay the sum of One Hundred Dollars to the parties of the second part.

The parties of the second part agree to advance to the parties of the first part, on their promissory note, a sum not exceeding for the purpose of engaging experienced Chinese, and said advance is to be deducted from the payments to be made under this agreement, with interest at the rate of per cent. per annum.

In Witness Whereof, the said parties of the first part and second part have hereunto set their hands the day and year first above written.

Signed this Twenty fifth day

of January 19 15 (Sgd.)

in the presence of

(Sgd.)