

Martin Pentz, Master	\$900 00
Dawson Cleversey, mate	700 00
Russell Pentz, cook	300 00
(Albert Backman) (this man is dead)	300 00

L. E. Johnson, another of the crew seems to be a United States subject and Andrew Woodfine belongs to Newfoundland.

To the awards made to the captain and crew above mentioned, should be added interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement.

This claim falls within the First Annex to Section (I), Part VIII, of the Treaty of Versailles, categories (1) and (9) and I find \$6,700.00 fair compensation to the claimants of the *Industrial*, and \$2,200.00 as specified, to the captain and crew, with interest as above stated.

JAMES FRIEL,
Commissioner.

November 3, 1926.

CLASS "B"

THE LATE COMMISSIONER PUGSLEY'S DECISIONS APPROVED BY
COMMISSIONER FRIEL

"LUSITANIA"

Case No.	Claimant	Nature of Claim	Amount Claimed	Decision
			\$ cts.	\$ cts.
759	Amory, Mrs. Phoebe	Personal injury and personal effects	12,720 00	6,560 00
760	Charles, J. H.	" " " "	1,541 85	1,541 85
761	Hire, Mrs. Elcanor	Loss of life and personal effects	13,280 00	850 00
762	James, Mrs. V.	Personal injury and personal effects	11,000 00	10,500 00
763	Lines, Mr. and Mrs. Stanley	Personal effects	850 00	850 00
764	Lockhart, R. R.	Personal injury and personal effects	1,859 15	1,859 15
765	Lohden, Mrs. Sarah R.	Personal effects	714 87	714 87
766	Stewart, Mrs. Christina	" " " "	369 19	369 19
767	Padley, Mrs. F. M.	Personal injury and personal effects	11,689 39	11,689 39
768	Aitken, Miss Chrissie	" " " "	10,085 00	8,095 00
769	Adams, Mrs. H. (dec'd)	Loss of life	Not stated	2,000 00
770	Beattie, Allan M.	Loss of life, personal injury and personal effects	20,220 00	15,220 00
771	Bohan, Jas.	Personal injury, personal effects and expenses	88,410 25	51,471 20
772	Chapman, Mrs. E.	Personal injury and personal effects	6,300 00	5,000 00
773	Crooks, Mrs. Agnes	Loss of life and personal effects	60,200 00	20,200 00
774	Colebrook, H. G.	Personal effects	485 00	485 00
775	Hadden, Mrs. M.	Loss of life and personal effects	40,700 00	21,029 00
776	Harris, Isaacher	" " " "	11,500 00	1,200 00
777	Home, Thos.	Personal injury and personal effects	5,505 59	5,505 59
778	Lawlor, Mrs. Doris	" " " "	1,580 35	1,580 35
779	McMurray, L. L.	" " " "	3,900 00	3,900 00
780	McMurtry, Mrs. G.	Loss of life and personal effects	102,100 00	49,050 00
781	Morell, Estate of Mrs. M. S.	Personal effects and expenses	8,750 00	8,725 00
782	Morris, Rev. H. C. E.	Personal effects	3,094 00	3,094 00
783	Parks, W. H.	Personal injury and personal effects	10,000 00	2,500 00
784	Powell, Estate of George A.	Loss of life and personal effects	102,920 00	27,920 00
785	Rogers, P. W.	Personal injury and personal effects	7,513 75	7,188 75
786	Rogers, Mrs. H. E.	Loss of life	40,000 00	13,500 00

"LUSITANIA"—Continued

Case No.	Claimant	Nature of Claim	Amount Claimed	Decision
787	Rumble, Mrs. Minnie	Loss of life and personal effects	\$ 20,850 00	\$ 5,850 00
788	Rumble, Mrs. Elizabeth	Loss of life	100,000 00	50,000 00
789	Waites, Mrs. F. E.	"	3,000 00	3,000 00
796	McColm, Mrs. C. H. S.	Personal injury and personal effects	11,516 50	9,016 50
791	Bingham, Estate of Alice	Loss of life and personal effects	5,350 00	3,550 00
792	Davis, Mrs. E. C.	Personal effects	100 00	Dismissed —did not appear
793	Jones, Mrs. Eliz.	Loss of life	5,000 00	"
794	McParland, J. F.	No particulars supplied	Not stated	"

COMMISSIONER FRIEL'S DECISIONS

795	Lintott, Percy A.	Loss of life of brother	10,000 00	Dismissed —no dependency
796	Nelson, Hugh H.	Death of debtor on "Lusitania"	400 00	Indirect
797	The Royal Bank of Canada	Judgment against R. N. Davey, drowned	1,554 13	Dismissed
798	Strauss, Louis	Death, Julius Strauss	25,000 00	Dismissed —no information
799	Clarke, F. W.	Death of wife and loss of personal effects	49,061 00	Cannot locate claimant
800	Cristine, James & Co., Ltd.	Salary and expenses advanced to buyer who was drowned	372 80	Dismissed
801	Herbert, E. V.	Loss of life of wife	5,529 50	Indirect Dismissed
802	Adams, Allan H.	Personal injury and personal effects	20,850 00	—no proof
803	Boyle, James	"	800 00	8,850 00
804	Bishop, J. E.	Personal effects	700 00	1,200 00
805	Bartley, Mrs. M.	Loss of life and personal effects	6,450 00	700 00
806	Burley, Estate of, Reuben	Personal effects	2,500 00	3,450 00
807	Bull, Estate of Elizabeth	Personal effects	1,600 00	2,500 00
808	Copping, R. V.	Loss of life and personal effects	147,198 00	1,000 00
809	Chabot, Mrs. Sarah E.	Loss of life	47,615 00	4,000 00
810	Dowsley, Mrs. Gertrude E. A.	Loss of life	30,000 00	30,000 00
811	Farrow, Robt.	Personal effects and personal injury	632 88	632 88
812	Frost, H. R.	Personal effects	445 60	445 60
813	Gould, Mrs. Jane	Loss of life	10,000 00	10,000 00
814	Hanes, D. A.	Personal injury and personal effects	30,488 66	15,488 66
815	Henshaw, Mrs. M.	"	11,000 00	5,000 00
816	Henn, Geo. W. (dec'd)	Loss of life and personal effects	10,000 00	2,500 00
817	Johnson, F. J.	Loss of life and personal effects	10,000 00	1,300 00
818	Laurenson, Estates of Edward & Elizabeth	Personal effects	1,550 00	1,550 00
819	Matthews, Mrs. M. E.	Loss of life	40,000 00	16,000 00
820	Morrison, Mrs. J.	"	100,000 00	40,000 00
821	McCormick, Mrs. M.	Loss of life and personal effects	Not stated	300 00
822	McFayden, H.	Personal injury and personal effects	10,650 00	1,400 00
823	Marshall, Mrs. F. E.	Personal effects	511 75	511 75
824	Lambert, John	Loss of life and personal effects	35,750 00	3,750 00
825	Sweet, F. H.	Personal effects	880 00	700 00
826	Sandells, Thos. (dec'd)	Loss of life and personal effects	2,009 50	1,000 00
827	Sorensen, Soren	Personal effects	573 00	573 00
828	Smith, Geo.	"	354 00	354 00
829	Smith, Wm.	Loss of life of wife and personal effects	6,160 00	6,100 00
830	Sidwell, Mrs. M.	Loss of life of husband	15,000 00	15,000 00
831	Thursfield, Harry	Personal effects	500 00	1,000 00
832	Thomas, C. R.	"	1,846 00	1,846 00
833	Urquhart, Mrs. H.	Loss of life of sister and personal effects	Not stated	1,000 00
834	Waring, Chas. F.	Loss of life of father	10,000 00	5,000 00
835	Daly, Harold M.	Personal effects	487 85	487 85
836	Elliott, Mrs. A. L.	Loss of life of husband and personal effects	21,877 00	16,877 00
837	Holt, W. R. G.	Personal effects	600 00	600 00
838	Hammond, Estate of Mrs John F.	"	5,023 00	3,800 00
839	Lady M. E. Allan	Personal injury, personal effects and expenses	61,875 00	48,573 20
840	Burton, A. T.	Personal injury and personal effects	16,247 50	6,000 00
841	Davis, Mrs. E.	"	2,050 00	1,500 00
842	Emond, Mrs. M. Z. L.	Loss of life	30,000 00	10,000 00
843	Stewart, Mrs. F. J.	"	20,000 00	15,000 00
844	Sturdy, C. F.	Personal injury and personal effects	7,250 00	7,250 00

"LUSITANIA"—Concluded

Case No.	Claimant	Nature of Claim	Amount Claimed		Decision	
			\$	cts.	\$	cts.
845	Walker, Mrs. A. H.	Personal effects	3,500	00	1,500	00
846	Bodell, Est. of Thomas	Loss of life and personal effects	51,500	00	2,000	00
847	Galbraith, Mrs. L. M.	Loss of life, personal injury and personal effects.	51,460	00	7,000	00
848	Fulton, Estate of J. N.	Loss of life and personal effects	80,750	00	11,250	00
849	Martin, Miss R.	Personal effects, etc.	644	50	644	50
850	Phair, Mrs. L. H.	Loss of life and personal effects	45,125	00	25,000	00
851	Pells, Mrs. Mary A.	Personal injury and personal effects	2,453	05	1,089	15
852	Tijou, W. E.	"	10,500	00	5,500	00
853	Duguid, Mrs. I.	Personal effects	255	11	255	11
854	Osborne, Mrs. A. M.	"	2,665	73	2,665	73
855	Beattie, Rev. J. A.	Loss of life of wife and personal effects	15,810	67	810	67
856	Billbrough, Geo. W.	Personal effects	461	00	461	00
857	Bergen, Mrs. C.	Personal injury and personal effects	7,470	00	3,265	00
858	Benson, Mrs. L. M.	"	2,290	70	2,590	70
859	Brown, Daniel	Personal effects, tools, etc.	2,222	00	2,222	00
860	Cox, Mrs. M. E.	Personal injury and personal effects	10,072	55	2,072	55
861	Cox, D. F.	Personal injury	5,000	00	3,000	00
862	Cowper, E. S.	Personal injury, personal effects, etc.	8,864	75	4,000	00
863	Freeman, J. R.	Personal effects	649	00	649	00
864	Gillen, Mrs. J. A.	Loss of life of husband and personal effects	25,500	00	12,000	00
865	Hull, Mrs. W. M.	Personal injury and personal effects	5,300	00	4,300	00
866	Harrison, Geo. W.	Personal effects	834	76	800	00
867	Nicholson, Gilbert	Loss of life of son and personal effects	8,350	00	2,100	00
868	Pirie, Robinson (dec'd)	Personal effects	759	92	759	92
869	Smith, Mrs. B. M. W.	Loss of life of husband and personal effects	21,000	00	1,000	00
870	Sumner, Thomas	Personal effects	664	20	664	20
871	Tarry, Edward	Personal injury and personal effects	2,425	26	1,638	43
872	Weir, Mrs. M. W.	Loss of life of husband	36,436	50	12,436	50
873	Woolven, E. V. (dec'd)	Personal effects	1,000	00	900	00
874	Wilson, Mrs. I.	Personal injury and personal effects	7,350	00	7,350	00
875	Whaley, R. W.	"	1,417	50	1,417	50
876	Booth, C. H.	Loss of life of wife and personal effects	6,917	80	6,917	80
877	Orr-Lewis, Sir F. (dec'd)	Personal injury and personal effects	10,699	35	10,699	35
878	Mathews, A. T.	"	6,193	25	6,193	25
879	Brown, Wm.	Personal effects	940	00	940	00
880	Levinson, Jos. Jr.	Personal injury and personal effects	1,954	90	1,954	90
881	Taylor, R. L.	"	2,809	75	1,309	75
882	Kaye, Kathleen	Personal effects	Not stated		Dealt with by British authorities	
883	Neems, Mrs. M. E.	Loss of life of husband	10,000	00	Dealt with by British authorities	
884	Mellroy, Mrs. A.	Loss of life of husband	20,000	00	Withdrawn	
885	Carle, S. J.	Loss of life of daughter	5,000	00	No action—cannot locate	
886	Ryerson, G. S. (dec'd)	Loss of life of wife and personal effects	Not stated		No action; see Galbraith claim	
887	Phillips, Mrs. M.	Loss of life and personal effects	2,600	00	No action, not a Canadian.	
888	Love, Mrs. B.	Loss of life of son	Not stated		No action, a British claim	
889	Handford, C. B.	Personal effects	650	00	No action.	
890	Warner, Mrs. A.	Loss of life of son	700	00	Cannot trace claimant	
891	Stones, Norman	Loss of life of wife	Not stated			
		Personal effects	3,847	61	7,500	00
892	Clarke, Mrs. M. L.	Loss of life of husband and personal effects	125,000	00	7,500	00
893	Hynan, Mrs. Ethel	Loss of life of husband and personal effects	34,750	00	12,750	00
			2,175,431	94	840,861	79

DECISION

Case 759

Re Mrs. PHOEBE AMORY

This is a claim arising out of the sinking of the ss. *Lusitania* by enemy submarine on May 7, 1915, and is filed as follows:—

1. Personal injury	\$9,900 00
2. Medical attendance, nursing, etc.	100 00
3. Personal effects and jewelry	2,720 00
Total	<u>\$12,720 00</u>

At a sittings held before me at Toronto on October 12, 1923, Mrs. Amory appeared and gave evidence. She stated that she is a resident of Toronto and has resided in Canada for forty years. She is a widow and was a passenger on the *Lusitania*, proof of which is on file. As to the effects lost, she stated that she was making her first trip to England for thirteen years and had considerable jewelry with her. She valued this at a lump sum of \$400. She also had cash to the amount of \$500, which was deposited with the purser. At the time the vessel was struck she was taking a bath and was obliged to jump into a life-boat only partly dressed. This boat was smashed to pieces, she was thrown into the water and remained there for 2 hours before she was picked up. She was landed at Queenstown, Ireland and was in a hospital for 4 or 5 days, when she went to London, England. She stated that her left side has been almost paralyzed since then, and the doctor's certificate shows that she was bruised from head to foot and suffered a rupture in the right lower abdomen. Prior to this she had always enjoyed good health and is now 65 years of age and unable to do any housework.

She endeavoured to have her doctor appear and give evidence as to the extent of her injury but this had not been done.

In a statement on file furnished by Mrs. Amory to the British Reparation Claims Department and stamped received "April 20, 1915" a list of the property lost is given as follows:—

Money	\$600 00
Jewelry	400 00
Clothing	500 00
Eye glasses	25 00
Return ticket to Toronto	50 00
Trunks	25 00
Two bags	25 00
One valise	10 00
Presents to friends	25 00
Total	<u>\$1,660 00</u>

Lists giving greater details of the various items comprising these losses are also on file and from an examination of the same, I find that if I were to allow \$500.00 for money lost and \$1,010 for personal effects jewelry, clothing, etc., that it would be sufficient to cover this item. This would make a total in this respect of \$1,510, which I allow.

I allow for medical attendance in England the sum of \$25.00 and also \$25.00 for similar medical attention in Canada. As both the physicians attending the claimant were in Toronto but did not appear before me, I think that if I allow

her \$5,000.00 for personal injury, it will be sufficient. This makes a total amount allowed by me for the whole claim of \$6,560.00, to which I think should be added interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Versailles (January 10, 1920) to the date of settlement.

WM. PUGSLEY
Commissioner.

DECISION

Case 760

Re JOSEPH H. CHARLES

This is a claim filed by a British subject who was born at Perth, Ontario, Canada and who now resides in the City of Toronto. The claim arises out of the sinking of the ss. *Lusitania* by enemy submarine on May 7, 1915, and is as follows:—

1. Personal effects	\$ 541 85
2. Personal injury	1,000 00
Total	\$1,541 85

The claimant appeared before me at a sittings held at Toronto on October 8, 1923 and gave evidence. His name appears on the passenger list of the vessel as well as that of his daughter Mrs. Dora Lawler, who has made a separate claim. He swore that both he and his daughter were both thrown into the water and floated about with the aid of life preservers for over three hours when they were picked up. He suffered for some time after his return to Canada from the shock, but at the time of the hearing he had practically recovered. He also swore that the detailed statement of effects on file was a fair and reasonable estimate of the values.

There is also filed a medical certificate made by Dr. H. H. Beatty, of Toronto, dated September 10, 1921, covering the duration of the injury sustained by the claimant.

Upon a review of the evidence and the documents on file, I have no reason to doubt that the claimant has succeeded in establishing a good claim for compensation, both in respect of personal effects lost and the personal injury sustained, I have decided therefore, to recommend that the total amount of this claim, namely, \$1,541.85 be allowed and that interest at the rate of 5 per cent per annum be added thereto from the date of the ratification of the Treaty of Versailles (January 10, 1920) until the date of settlement.

WILLIAM PUGSLEY,
Commissioner.

DECISION

Case 761

Re MRS. ELEANOR HINE

This is a claim on behalf of the estate of Alice Margaret Calterback, a sister of the claimant who was drowned in the sinking of the ss. *Lusitania* by enemy submarine on May 7, 1915. The claim filed is as follows:—

(1) For loss of life of sister	\$12,000 00
(2) Personal effects of sister	1,280 00

With reference to the claim for personal property, I find that in the first statement of claim declared to on March 25, 1919, the cash is stated at \$1,500, and the jewelry and other personal belongings at \$1,550, making a total of the amount of claim at \$3,050. In a second declaration made December 12, 1921, the cash is stated at \$500; clothing \$400, jewelry \$230 and trunks and other personal belongings at \$150, the total being \$1,280. However, at a hearing held before me on October 11, 1923, in her testimony Mrs. Hine states that the cash was \$500, the jewelry \$200 and the other belongings \$150 making a total of \$850, which I accept as being correct.

The claimant was born in England and has resided in Canada for about thirteen years. She is a married woman and produced a certificate from the Agent of the Cunard Line as to her sister's presence on the *Lusitania* at the time the vessel was sunk. The sister's name also appears on the passenger list for this vessel.

It appears from the evidence that the claimant's mother had died in England and her sister was going to Scotland to look after the household and take care of the father. The mother's death, following so closely by the drowning of the sister was a great shock to her father, and he had to have help at home, so that the claim for loss of life is really made on behalf of the father, because he was dependent upon the deceased for the management of his household, and as a result of her death he had to hire help to attend to him.

The father was about 76 years of age at the time and the deceased sister was the eldest of the family and had been employed as a stenographer, earning about \$18.00 per week.

I think that if the claim had been presented by the father of the deceased to the British Reparation Claims Department on the ground that he was dependent upon his daughter, who was on her way to Edinburgh to take care of him when she was drowned, it might well have been entertained by that department. I think, however, that as he is not and never has been a resident of Canada I cannot entertain the claim on his behalf for the loss of life for the amount of \$12,000 and I am obliged to disallow it.

The amount which I allow, therefore, to Mrs. Eleanor Hine the claimant before me is the sum of \$850.00 for loss of personal property of her deceased sister as being made on behalf of her estate, to this sum should be added interest at the rate of 5 per cent from the date of the ratification of the Treaty of Versailles (January 10, 1920) to the date of settlement.

WILLIAM PUGSLEY,
Commissioner.

DECISION

Case 762

Re MISS VIOLET JAMES

This is a claim arising out of the sinking of the SS. *Lusitania* by enemy submarine on May 7, 1915, and is as follows:—

- | | |
|-------------------------------|-----------|
| 1. Personal injury | \$ 10,000 |
| 2. Personal effects | 1,000 |

Total	\$ 11,000
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At a sittings held at Toronto on October 12, 1923, the claimant appeared and gave evidence. She stated that she was born in the Isle of Man, England and that she has lived in Canada for about 12 years. She is a graduate nurse and was Superintendent of the Calgary Branch of the Victorian Order of Nurses. She was a passenger on the *Lusitania* and was going to England as a war nurse,

but first to visit her people. She filed a trunk check as evidence to support her statement that she was on the vessel. There is also a newspaper clipping with a picture of her holding a life belt. She was practically blown into the water, finally pulled into a life boat, and subsequently suffered broken health and a nervous breakdown. She is unable to carry on her duties as a nurse, and upon her return to Toronto was given a position as permanent night nurse in the Riverdale Hospital but after being on duty for two or three weeks was taken ill and was off for a month. She tried to go back again but could only stand it for six nights.

She had nice clothing with her and some jewelry and had been earning a salary of about \$55.00 a month in Dr. Braithwaite's office. She had earned about \$35.00 a week private nursing.

At a sittings held before me at Toronto on the 16th May, 1924, Miss Kate Mathieson appeared and stated that she is the Superintendent of Nursing at Isolation Hospital in Toronto. She stated that she knew Miss James and placed her on duty in the measles hospital on February 3, 1923, and kept her until March 31, 1923. She found her a very conscientious girl but very nervous and absent-minded, so much so that her work had to be followed up. She was also sick a good deal of the time and she was obliged to let her go. When she was ill she suffered from a severe cold and sore throat and apart from that while on duty was in an extremely nervous condition and it was impossible for her to carry on. Miss Mathieson stated that she could not employ her again, although she felt sorry for her and knew that she meant well. She did not know her until she applied for the position.

From a review of the evidence, I find that Miss James has established a good claim for personal injury and allow it at the amount stated, namely \$10,000. As regards the personal effects, the claimant is unable to furnish a detailed list of the articles lost, I think the amount claimed is excessive and if I were to allow \$500.00 for this item, it would be sufficient. The total amount, therefore, allowed by me in this claim is \$10,500 to which I think should be added interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Peace (January 10, 1920) to the date of settlement.

WM. PUGSLEY,
Commissioner.

DECISION

Case 763

Re MR. & MRS. STANLEY LINES

This is a claim arising out of the sinking of the SS. *Lusitania* by enemy submarine on May 7, 1915, and is for the loss of personal effects to the value of \$850.00.

There is a certificate on file as to the presence of the claimants on the vessel and at a sittings held in Toronto on October 8, 1923, both claimants appeared and gave evidence. Mr. Lines was born in England, but has lived in Canada since 1912, and the detailed list of the effects as filed is verified by the claimants who swear that the values are fair and reasonable, and a very conservative estimate. No claim is made for personal injury and I have no reason to doubt the accuracy of the statements made as to the value of the property lost.

I therefore allow the claim as stated for \$850.00 to which I would recommend that interest be allowed at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Versailles (January 19, 1920) to the date of settlement.

WM. PUGSLEY,
Commissioner.

DECISION

Case 764

Re REGINALD R. LOCKHART

This is a claim arising out of the sinking of the SS. *Lusitania* by enemy submarine on May 7, 1915, and is as follows:—

(1) Medical attendance..	\$ 93 43
(2) Nurses..	68 90
(3) Sundry expenses..	197 32
(4) Loss of time owing to personal injury..	1,000 00
(5) Loss of property..	499 50

Total.. \$1,859 15

There is on file a certificate from the Cunard Steamship Company certifying that this man was a passenger on the *Lusitania* at the time of the disaster.

At a sittings held at Toronto on October 6, 1923, the claimant appeared and gave evidence. He was born in Montreal and at the time of the disaster he got away in a life boat which was upset and he floated about with the aid of some wreckage until he was finally picked up by a destroyer and taken to Queens-town, Ireland. He remained there about three or four days and then went to England and consulted a physician two weeks later he developed pneumonia and had to remain in the hospital for two or three weeks. He was then obliged to go to a seaside resort, and decided finally to return to Canada, but his condition was such that he was unable to carry on business.

It was about ten weeks from the time of the disaster until he was able to return to his work, which was that of buyer for Messrs. W. R. Johnston & Co. Limited, of Toronto. The claim under item 4, is for ten weeks loss of time at \$100.00 per week.

There is a detailed list of personal effects lost on file which is verified by the claimant.

From a review of the evidence and the documents on file, I find that the claimant underwent a very harrowing experience and there is no reason to doubt any of the items of the claim as filed. Evidence was given that the claimant received accident insurance.

I think, therefore, that the total claim for \$1,859.15 should be allowed, to which interest at the rate of 5 per cent per annum be added from the date of the ratification of the Treaty of Versailles (January 10, 1920) until the date of settlement.

WM. PUGSLEY,
Commissioner.

DECISION

Case 765

Re MRS. SARAH R. LOHDEN

This is a claim for the loss of personal effects due to the sinking of the SS. *Lusitania* by enemy submarine on May 7, 1915. The claim as filed is for £145.14.3 which if converted at the rate of 4.9061 dollars to the pound it would equal \$714.87.

At a sittings held before me at Toronto on October 9, 1923, the claimant appeared and gave evidence. She stated that she was born in England but had lived in Canada for 18 years and was a married woman. She was a passenger

on board the *Lusitania* accompanied by her daughter then aged 13 years. No claim is made for personal injury although she stated that she jumped into the water but was pulled out in about two minutes and injured her leg slightly.

As to the personal effects, she stated that she made up the list as best she could from memory, although she is certain that she lost other articles which are not included therein. The list as filed includes the belongings of her little daughter and the values as stated are fair and reasonable.

I think that this claim is reasonable and I therefore allow it at the amount stated, namely, \$714.87, to which I think interest at the rate of 5 per cent per annum should be allowed from the date of the ratification of the Treaty of Versailles (January 10, 1920) to the date of settlement.

WM. PUGSLEY,
Commissioner.

DECISION

Case 766

Re MRS. CHRISTINA STEWART

This is a claim for the loss of personal effects arising out of the sinking of the ss. *Lusitania* on May 7, 1915, by enemy submarine.

The amount of the claim is \$375.00.

At a sitting held before me at Toronto on October 12, 1923, Mrs. Stewart appeared and gave evidence.

She stated she was born in Scotland but has resided in Canada for 12 years. She is a married woman and has two children and sailed on the *Lusitania* in May, 1915.

She was in her cabin when the torpedo struck the boat and she snatched up her baby and ran on deck and was successful in getting away in one of the life boats.

They were in the boat for three hours and finally picked up and taken to Queenstown.

She suffered a slight injury and for about three years after, she suffered from neuralgia and nerves and required the doctor's attention.

She does not make any claim for personal injury and stated that she lost all her own clothes and her baby's things.

She verified the claim as filed and says that the values given are accurate.

The claim as originally filed is for £75.5 which if converted at the established pre-war rate, would equal \$369.19, which I allow, and to which I think should be added interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Versailles, January 10, 1920, to the date of settlement.

WM. PUGSLEY,
Commissioner.

DECISION

Case 767

Re MRS. FLORENCE M. PADLEY

This is a claim for personal injury and loss of property due to the sinking of the ss. *Lusitania* by enemy submarine on May 7, 1915. The claim is as follows:—

- | | |
|------------------------------|-------------|
| (1) Personal effects.. . . . | \$ 1,877 19 |
| (2) Personal injury.. . . . | 9,812 20 |

Total.. . . .	\$11,689 39
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The claimant appeared before me at Ottawa on April 9, 1924, and stated that she was born in England and came to Canada to reside in the spring of 1914.

In her evidence she stated that at the time of the sinking of the vessel she was thrown into the water when a lifeboat capsized in being lowered, and suffered injury to health from shock and exposure. She was obliged to remain in England until the following December under the care of a physician during the whole period. Upon her return to Canada she went to Saskatchewan to live and had to receive further medical treatment for her nerves. Her age at the time of the sinking of the vessel was 25 years and up to this time her health had been excellent.

She verified the detailed list of personal effects on file and swore that the items listed and the values given were fair and reasonable.

I find from a review of the evidence in this case that the claimant did suffer severe injuries to her health which is verified by doctors' certificates and that her valuation of the personal effects as listed appears to be a reasonable estimate of property lost.

I think, therefore, that the total claim should be allowed at the amount stated, namely, \$11,689.39 to which I think interest at the rate of 5 per cent per annum should be added from the date of the ratification of the Treaty of Versailles (January 10, 1920) to the date of settlement.

WM. PUGSLEY,

Commissioner.

DECISION

Case 768

Re MISS CHRISSIE AITKEN

This is a claim arising out of the sinking of the ss. *Lusitania* torpedoed by enemy submarine on May 7, 1915. The claim is as follows:—

- | | |
|---|-------------|
| (1) Loss of life of father.. . . . | \$ 5,000 00 |
| (2) Loss of property and effects of father.. . . . | 3,500 00 |
| (3) Loss of property and effects of brother.. . . . | 1,000 00 |
| (4) Loss of her own personal effects.. . . . | 585 00 |

Total.. . . .	\$10,085 00
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At a sittings held before me at Toronto on May 13, 1924, the claimant appeared and gave evidence.

She stated that she was born in Scotland but had been living in Canada with her parents for about two and one-half years before sailing on the

Lusitania. Her mother had died some time previously and she, her father, her brother and her brother's child were sailing for Scotland. She was the only survivor of the party of four.

It appears that her father was not actively engaged in business and sold out in Scotland when he came to Canada where they were residing in the Town of Merritt, B.C. There were three brothers living in British Columbia and her father lived with each in turn, visiting about. In this way the claimant indirectly received support and maintenance from her father through her brothers. All of these brothers have since died and she is the sole survivor of the family.

Some difficulty arose in assessing the value of the personal effects of the claimant's father and brother, there being no definite evidence as to their character or value and the claimant herself admitted that the figures given were largely guesswork. She stated, however, that her father had sold everything he possessed in British Columbia, and was taking the proceeds of the sale with him.

As to the brother's effects the sum of \$1,000 claimed for them is merely an estimate. He was taking his wife's belongings back to her people in Scotland, she having died previously. Miss Aitken was of the opinion that in addition to this personal property the brother had about \$1,000 in money with him.

As to the claimant's own effects, there was no difficulty with regard to them, as she was able to verify the list filed and swears as to its accuracy.

It was further declared before me that the family was merely going to Scotland on a visit.

The claimant stated that she suffers from rheumatism as a result of exposure due to the sinking of the vessel. She had not up to this time made any claim for injury to health, but now wishes to do so. It appears that she was thrown into the water, and as they did not reach Queenstown until 10.30 at night and the vessel was torpedoed at 2.00 in the afternoon, she was in wet clothing all this time. The rheumatism affects her in the shoulders, arms and ankles. She is at present engaged in the telephone department of the T. Eaton Company Limited and stated that her injuries do not effect the performance of her duties.

Upon consideration of all the facts of this claim I think the claimant is entitled to compensation, as a dependent upon her father and for injuries sustained to her person and for effects and property lost belonging to herself, her father and her brother, I will allow to her as a dependent of her father, James Aitken, from the time of his death when the claimant was 16 years and 8 months of age until she reached the age of 21 years the sum of \$3,000 00

I allow for her own personal injury resulting from the shock and exposure the sum of	2,000 00
I allow the estate of her father for loss of money and personal effects	2,000 00
I allow the estate of her brother for the loss of money and personal effects	1,000 00
I allow the claimant for loss of her own personal effects and also for jewelry which had belonged to her mother . . .	995 00

making a total which I allow \$8,995 00
to which I think interest at the rate of 5 per cent per annum should be added from the date of the ratification of the Treaty of Versailles (January 10, 1920) to the date of settlement.

WM. PUGSLEY,
Commissioner.

DECISION

Case 769

Re MRS. HENRY ADAMS (DECEASED)

The claim was originally filed on behalf of Mrs. Henry Adams, of Liverpool, N.S., and was for the loss of life of her husband who was drowned in the sinking of the ss. *Lusitania* on May 7, 1915, by enemy submarine.

It appears that Mrs. Adams and her late husband were sailing on the *Lusitania* on their wedding trip and as a result of the shock and grief, Mrs. Adams' mind became affected and she was confined to a mental hospital in England.

The claim was then filed by Mrs. H. Wall of Liverpool, N.S., who is her sister.

At a sitting held before me at Shelburne, N.S., on August 29, 1923, Mrs. Wall appeared and stated that her sister was then in an asylum in England.

Some difficulty was encountered because Mr. Henry Adams was an Englishman who was not a permanent resident of Canada. The evidence is not clear whether he was taking his bride to England to reside permanently or whether they intended to return to Canada, in any event, owing to Mrs. Adams' mental condition she was confined to a hospital and the evidence is that she was maintained there by the Borough Mental Hospital. Subsequently a letter was received from Mrs. Wall dated January 22, 1924, advising of the death of the claimant. Mrs. Wall's letter reads as follows:—

"I regret exceedingly to have to inform you that my sister, Mrs. Henry Adams, passed away on November 29, 1923. Please see enclosed notice accordingly. Kindly return same to me after perusal. This should have been sent to you earlier, but I have not been very well, also the unexpected news quite upset me. I understood from you in Shelburne, N.S., in August last, that this case was considered a very sad one, that it would receive special attention, and that I would be advised of its disposition in due course. So far, I have heard nothing from you in regard to it, unfortunately it is now too late for anything to be done such as might have been possible had my sister lived. It is not too late, however, to make up for this delay, which I believe on your part has been unavoidable. Briefly what I think at the moment would be the most appropriate suggestion that I could make, would be that in place of anything that you had in mind for my sister's benefit while she lived, such as, say an annuity—the very least possible that could be done, now, that she has passed away, would be to grant me a sum of money with which I could visit England, investigate the circumstances surrounding my sister's life since the sinking of the ill-fated *Lusitania*, to arrange to have her body exhumed and brought home to Canada, failing which to have a suitable tombstone erected where she now rests, also to attend to, and pay for all other things in settlement of her affairs and out of respect to her memory, etc., exactly as I believe had she been her normal self, she would have liked to have had done and to feel would have been done, had she lived, and for which she would have liked to have been able to have made provision before her death."

(Signed) FLORENCE J. WALL,
(Mrs. Herbert Wall)
(P.O. Box 187.

In view of the fact that there is some doubt as to whether Mrs. Adams lost her Canadian residence by virtue of her marriage and as in any event the British Reparation Claims Department has ceased to function and it is too late for the British authorities to deal with this case, I think that some allowance should be made to the estate of the deceased Mrs. Adams, to carry out the wishes of Mrs. Wall as expressed in her letter, they being for the purpose of having the body exhumed and brought to Canada and the settlement of whatever of her affairs may be outstanding in England.

I recommend, therefore, that the sum of \$2,000.00 be paid the estate of the late Mrs. Henry Adams as represented by her sister, Mrs. Herbert Wall, upon

production of proper letters of administration and to which sum I think should be added interest at the rate of 5 per cent per annum from the 10th day of January, the date of the ratification of the Treaty of Peace, to the date of settlement.

WILLIAM PUGSLEY,
Commissioner.

DECISION

Case 770

Re ALLAN M. BEATTIE

This is a claim arising out of the sinking of the ss. *Lusitania* by enemy submarine on May 7, 1915.

The claim as filed is as follows:—

(1) For loss of life of mother	\$ 5,000 00
(2) For loss of personal effects.	220 00
(3) For personal injury rendering him incapable of working.	15,000 00
	\$20,220 00

At a sittings held before me at Toronto, May 9, 1924, the claimant appeared and stated that he was born in Saskatchewan and had lived in the City of Winnipeg but is now residing in Toronto.

He is the son of the Rev. Jno. A. Beattie, Winnipeg, clergyman, who served overseas as Chaplain from the commencement of the war. The claimant and his mother sailed for England on the *Lusitania*, in order to join the father and were aboard the vessel when it was sunk.

The mother's body was never recovered and in describing his experiences, the claimant states that he was carried beneath the surface of the water but finally came to the top and was picked up and landed at Queenstown.

He never saw his mother again. Since this he has suffered frequently from nervous breakdowns and has had to take long periods of rest, part of the time with relatives in Scotland and on several occasions after his return to Canada.

He was eighteen years of age at the time and was rejected for active service because of defective eyesight.

After his return to Canada he was obliged to engage in different forms of employment including harvesting and in the Motion Picture Department of the Ontario Government.

He succeeded in joining the Royal Flying Corps in 1917, but was discharged, shortly after as being medically unfit.

He had a breakdown, in 1920, and went to Vancouver in search of employment but was obliged to return to Manitoba. In 1921, he had another breakdown, and finally obtained employment as a newspaper reporter on the *Winnipeg Tribune*.

There are three certificates on file from Winnipeg doctors as to his condition.

The mother did not appear to have any independent means but he stated that he was dependent upon her because, while she was living, he had a home to go to where he could receive proper care. His father has remarried and he is unable to get along with his stepmother.

He verifies the personal effects.

I cannot allow the claim for loss of life of the mother because direct financial dependency is not proven.

As to the personal effects lost, I allow this item for the amount as stated, namely, \$220.00.

As to the personal injury, there is no doubt this young man suffered severely as a result of his experiences and while it is difficult to assess the monetary extent of the damage sustained, the statements on file from employers to the effect that had he not been suffering from extreme nervous conditions, he would have been earning a larger salary, tend to substantiate the claim for this item.

I allow for this item the amount stated, namely, \$15,000.00, making a total amount allowed of \$15,220.00 and to which should be added interest at the rate of 5 per cent per annum from the date of the Ratification of the Treaty of Peace, January 10, 1920, to the date of settlement.

WM. PUGSLEY,
Commissioner.

DECISION

Case 771

Re JAMES BOHAN

This is a claim which arises from the sinking of the ss. *Lusitania* by enemy submarine on May 7, 1915. The claim as filed is as follows:—

(1) Personal effects.. . . .	\$ 6,885 00
(2) Hospital, nurses and doctors.. . . .	8,525 25
(3) Two trips to Florida.. . . .	3,000 00
(4) Loss of salary for five years.. . . .	30,000 00
(5) Amount to allow an annuity of \$4,500 being half the claimant's income.. . . .	40,000 00
Total.. . . .	\$88,410 25

At a sittings held before me at Toronto on October 12, 1923, Mr. Bohan appeared and gave evidence. He stated that she was born in Boston, Mass., on August 10, 1874, of British parents but has resided in Canada for 21 years and is a British Subject. He is a woollen merchant and was going abroad by the *Lusitania* on a business trip. He stated that at the time of the sinking of the vessel he was about to have a bath, so that he was practically undressed and had to pull on an overcoat over his pyjamas. He endeavoured to help to launch the life-boats but was finally compelled to jump into the water. He clung to a piece of wreckage and a large trunk struck him. He stated that he floated about in the water for about two hours and was finally picked up and landed at Queenstown, Ireland at midnight.

Dr. H. M. Cook of Toronto appeared and stated that he had been attending Mr. Bohan since 1911. The claimant had enjoyed perfect health before the disaster and he saw him immediately upon his return to Canada in August 1915. The Doctor further stated that the claimant now suffers from hardening of the arteries due to exposure. His bloodpressure became very high and he has a slight side paralysis which is due to the shock and exposure caused by the sinking of the *Lusitania*. The claimant stated that he was unconscious for six weeks; his vision has been impaired and he is deaf in the right ear, and his condition is such that he can devote but little time to his business. The Doctor testified as to the veracity of Mr. Bohan and verified the statements as to the hospital and nurses' expenses.

Concerning these expenses Mr. Bohan stated that he was ill for 8 months in the hospital and required two nurses for a considerable portion of the time, night and day, and that further, on some occasions required four nurses. He was obliged to make two trips to Florida for his health which cost him \$1,500 for each trip.

He verified the list of personal effects filed and swore that he was in the habit of carrying large amounts of cash in his pocket, and that he had \$1,600 cash in his pocket at the time of the disaster. His income from the business was \$9,000 a year for 6 years previous to the sinking of the *Lusitania*—this continued until 1919 when business was poor and he drew no salary for that year or for the following 5 years and he claims \$30,000 on this account.

Mr. L. G. Taylor appeared and stated that he is the bookkeeper for the firm of Bohan Bros., and has been with them since 1910. He stated that the claimant was one of the partners of the firm and that he received a salary of \$9,000 a year up to the end of the war. In 1918 a new arrangement was made whereby Mr. Bohan drew a pension of \$3,000 a year for living expenses. Mr. Bohan is unmarried and had charge of the most important part of the business, that of European buyer.

In assessing this claim which is a very large one, I have no reason to disbelieve the statements of the claimant and feel that he should receive adequate compensation for the injury done him as he has been practically incapacitated for the carrying on of his part in the business.

As to the personal effects lost, I find a statement on file, dated February 23, 1917, which was furnished by Mr. Bohan to the Cunard Steamship Company covering the details of the effects lost. The total of this list comes to \$1,945.95, I think that if this sum were allowed for his item it would be adequate compensation, and I therefore fix the amount for lost effects at . . . \$ 1,945 95

- (2) For cash not included in that statement and proved by the claimant's evidence before me I allow 1,000 00
- (3) I allow the amount claimed for hospital, doctors and nurses claimed at 8,525 25
- (4) For injuries to health and loss of income, I allow a lump sum of 40,000 00

which makes a total of \$51,471 20

To which I think should be added interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Versailles (January 10, 1920) to the date of settlement.

WM. PUGSLEY,
Commissioner.

DECISION

Case 772

Re MRS. ELIZABETH CHAPMAN

This is a claim arising out of the sinking of the ss. *Lusitania* on May 7, 1915, by an enemy submarine and is for:—

1. Injury to health	\$5,000 00
2. Personal belongings and clothing	650 00
3. Jewelry	400 00
4. Cash	250 00
Total	\$6,300 00

With reference to personal injuries, she stated that she got into a life-boat which capsized and she became unconscious. When she came to she was floating in the water with a life-preserver on. She described the sinking of the vessel. She sailed for Canada again on October 5, 1915. The effect has been that her

nerves are greatly affected. She cannot attend any place where there is amusement or excitement. She was 68 years of age at the time of the sitting in Toronto.

Since Mrs. Chapman's return to Canada she received attention from Dr. Scott.

She spoke of the clothing and effects and stated that she was on a visit to England intending to remain two or three months. She thought that \$650 is a fair estimate for the clothing lost. The jewelry was in her suit case and she verified her statement that it was worth \$400. She had \$250 in gold which was in her valise and this was also lost. Before the disaster her health was good and her nerves were perfectly steady.

Dr. Scott gave evidence. He is a graduate of the University of Toronto and has been practising for about 20 years. Had known the claimant before she met with the injuries complained of. Her health had apparently been good and she had not had any serious illness up to that time. He saw her within a few months after her return to Canada and found her in an extremely nervous condition; said she was easily fatigued, all of which he attributed to the shock and the fact that she was in the water for a considerable time. He is of the opinion that the nervous condition will remain permanently.

At a sittings held before me at Toronto on May 16, 1924, Mrs. Chapman appeared and gave evidence. She stated that she was born in Toronto and that she is a British subject.

From a review of the facts in this case I think that the sum of \$4,000 should be adequate compensation on account of personal injury and for the personal effects and jewelry lost, including the cash, I allow \$1,000, making a total amount allowed of \$5,000, to which I think should be added interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Versailles (January 10, 1920) to the date of settlement.

WM. PUGSLEY,

Commissioner.

DECISION

Case 773

Re MRS. AGNES CROOKS

This claim arises out of the sinking of the ss. *Lusitania* on May 7, 1915. The claim is as follows:—

- | | |
|--|-------------|
| 1. Loss of life of her husband | \$60,000 00 |
| 2. Personal effects | 200 00 |

The deceased was Robert W. Crooks, aged 39 years at death. He was employed by the Murray-Kay Co., Limited, Toronto. His salary was \$2,500.00 a year at the time of his death. His wife received \$9,500.00 life insurance and a special allowance of \$600.00 from her husband's employers. The claimant was born in September, 1880, which would make her about 43 years of age at the present time.

At a sittings held before me at Toronto on October 9, 1923, Mrs. Crooks appeared and gave evidence. She was married to the late Mr. Crooks in September, 1902, and produced a marriage certificate. Her husband was a Canadian and was 39 years of age at death, and she stated that she was 42 at the time of the sittings. There are no children. Her husband had been employed by the Murray-Kay Company for about two years before his death, and previous to that had been with Lord & Taylor of New York City. He was a

buyer and was on a business trip for the firm. His name appears on the passenger list of the *Lusitania*. The body was recovered and he was buried in Ireland. At the time of the recovery of the remains a mistake was made, it being thought that the deceased was of the Jewish persuasion, and he was buried with full Jewish ceremony. The body was finally exhumed and brought back to Canada where it was buried on July 1, 1915.

He lost all his baggage and clothing but there is no detailed list on file. The question of effects was dealt with and a list of property found on the remains is given in the evidence.

In 1912, while working for Lord & Taylor, of New York, he was earning \$35.00 a week.

He was making \$3,000.00 a year at the time he sailed on the *Lusitania* and was in excellent health and was also advancing in his position. The claim for \$60,000.00 is based on a 5 per cent basis of this capital sum to yield an income of \$3,000.00 per year. However, the question of allowing an annuity was discussed. The claimant is now working with the firm of Fairweathers Limited, Toronto. She earns about \$25.00 a week but does not work all year, only about seven months. Prior to her husband leaving for England, they lived in an apartment and paid \$45.00 a month and did not keep a servant, she doing most of the housework. The claimant would prefer a lump sum rather than an allowance.

Mr. James Bohan was sworn and examined. He stated that he knew the deceased very well and was a passenger on board the *Lusitania* and saw Mr. Crooks on the vessel.

Mr. Wilson Fenton appeared and stated that he is the Treasurer of the Murray-Kay Company, and knew the deceased. He came to that firm with a salary of \$3,000.00 a year and had not received an increase up to the time of his departure to England. Business was badly affected by the outbreak of the war which interfered in the matter of increases. In his opinion the deceased was an industrious, hard-working man in good health.

From a review of the evidence I think that the claim as regards the personal effects is well established and allow it at the amount stated, namely \$200.00. I think the amount claimed for loss of life is excessive and fix it at the sum of \$20,000, which makes a total of \$20,200.00, to which I think should be added interest at the rate of 5 per cent per annum, from the date of the ratification of the Treaty of Versailles (January 10, 1920) to the date of settlement.

WM. PUGSLEY.

Commissioner.

DECISION

Case 774

Re HERBERT G. COLEBROOK

This is a claim which arises out of the sinking of the *Lusitania* by enemy submarine on May 7, 1915, and is filed as follows:—

Loss of clothing, jewelry and baggage \$485.00

At a sittings held before me at Toronto, October 9, 1923, the claimant appeared and testified that he was born in England but had been residing in Canada for about 12 years.

He was merchandise manager for the Robert Simpson Co., of Toronto, and was a passenger on the *Lusitania*.

He has made no claim for personal injury and did not produce a detailed list of the personal effects lost, but states that his claim is made for the amount which it actually cost him to replace these goods in London, England, immediately after the sinking.

There is a letter on file from the steamship company, testifying that Mr. Colebrook was present on the *Lusitania* at the time of the sinking.

I have no reason to doubt the accuracy of this claim and I allow it at the amount stated, namely, \$485.00, and to which I think should be allowed interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Versailles, January 10, 1920, to the date of settlement.

WM. PUGSLEY,
Commissioner.

DECISION

Case 775

Re MRS. MARGARET HADDON, FORMERLY MRS. MARGARET PEARDON

This is a claim arising out of the sinking of the ss. *Lusitania* by enemy submarine on May 7, 1915, and is filed as follows:—

(1) Loss of life of husband.....	\$40,000 00
(2) Husband's personal effects.....	700 00
	\$40,700 00

Claimant appeared before me at Toronto May 5, 1924, and stated that her claim was based on the loss of life of her husband Frank A. Peardon, and she produced a marriage certificate.

She stated that her husband was 35 years of age at the time of his death and that he had been born in England although he was a resident of Canada since he was eight years old.

The claimant was born in Ireland but has lived in Canada since three month's old. She was 31 years of age at the time of her husband's death.

He had been employed as buyer for the Robert Simpson Co. of Toronto and was sailing on a business trip. He had been employed in this capacity for about five years at a salary of \$2,600.00 per year which was augmented by a bonus which would average about \$1,000.00 per year, making a total average income of \$3,600.00

There are no children and the deceased left an estate consisting of his residence in Toronto, which is valued at \$7,500.00.

The Robert Simpson Co., of Toronto, paid off the mortgage on the house and gave her a clear deed to it. This mortgage came to about \$2,300.00.

The claimant collected insurance to the extent of \$10,000.00.

She re-married on April 8, 1922, and stated that during the period of her widowhood, she actually spent about \$6,000.00 of her first husband's estate.

She had no other means of support but rented part of her house and did a little sewing occasionally.

She estimated that her share of her husband's income would be about \$1,300.00 per year and that the deceased had enjoyed good health to the time of his death.

A list of the personal property is filed and is read into the evidence, showing that the amount claimed in this respect is \$829.00.

Claimant swore that she packed these articles for her husband herself and purchased a number of them, so that she was in a position to give the values, although she put the cost price in every instance and allowed nothing for age or depreciation, as most of the clothing was comparatively new.

From a review of the evidence taken before me and the documents on file I find that the claim as regards the loss of personal effects for \$829.00 to be well established. In addition the deceased had some \$200.00 in cash which was lost which I think should be added, making a total of \$1,029.00 on account of personal effects and cash, which should be allowed the estate of the late Frank A. Peardon.

With reference to the claim for loss of life of her husband, taking into consideration his income, the respective ages of the deceased and the claimant and the fact that they had no children, I think that \$20,000.00 is a reasonable allowance. I, therefore, recommend that the estate of the deceased Frank A. Peardon be paid the sum of \$1,029.00 for loss of effects and cash and to Mrs. M. Haddon, nee Peardon, the sum of \$20,000.00 as compensation for the loss of life of her husband and to both of these amounts should be added interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Peace, January 10, 1920, to the date of settlement.

WM. PUGSLEY,
Commissioner.

DECISION

Case 776

Re ISAACHER HARRISS

This is a claim for loss of life and property due to the sinking of the SS. *Lusitania* by enemy submarine on May 7, 1915. The claim filed is as follows:—

1. Loss of life of father, Reuben Harris.....	\$ 5,000 00
2. Loss of life of mother, Emma Harris.....	5,000 00
3. Loss of personal property of mother.....	100 00
4. Loss of personal property of father.....	1,400 00

Total. \$ 11,500 00

At a sittings held at Toronto on October 11, 1923, the claimant appeared before me and gave evidence.

It appears that the claimant was born in England and came to live in Canada with his parents in 1912. The parents sailed for England on the *Lusitania* for a holiday trip and both lives were lost in the sinking of the vessel and the bodies were never recovered. The father died intestate and the mother made a will which was probated in England, but a certified copy of the probate was not produced. They left surviving them the claimant, four brothers (one since deceased) and two sisters. At the date of hearing the claimant stated that his age was 39 years and that the other living brothers and sisters were all of age.

Certified copy of the Letters of Administration of the father's estate are on file, showing that this claimant is the Administrator.

The age of the father at the time of his death was 63 years, and the age of the mother 61 years. The father was a bricklayer by trade and his average income for the five years immediately preceding his death was \$5,000. The mother's estate was valued at \$5,000.

The file contains a detailed list of personal effects lost and also a certified copy of a letter from the Agent who sold the tickets for the passage.

From a review of the evidence taken before me, I find that the claimant has not succeeded in establishing that he was dependent upon his parents for support. I am, therefore, obliged to disallow items 1 and 2 of this claim for loss of life of each of the parents respectively.

With reference to item 3 dealing with personal property, I have no difficulty in allowing the amount as being the property belonging to the mother and allow it at the amount stated, namely, \$100.00. As to item 4, being the property of the deceased father, I am not satisfied that the full amount as claimed, namely, \$1,400.00 has been established because the witness was not certain of the amount of cash carried by his father which is listed at \$700.00. I think that if the sum of \$1,100.00 were allowed for this item it will be found sufficient and I fix the amount of this item at that figure.

The total amount, therefore, allowed by me in this claim is \$1,200.00, to which I think should be added interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Versailles (January 10, 1920) until the date of settlement.

WM. PUGSLEY,
Commissioner.

DECISION

Case 777

Re THOMAS HOME

This claim arises out of the sinking of the SS. *Lusitania* by enemy submarine on May 7th, 1915, and is filed as follows:—

1. Personal effects..	\$ 505 59
2. Personal injury..	5,000 00
	\$5,505 59

Insurance received \$1,000.00 of which \$500.00 was from the Traveller's Insurance Company of Hartford, Conn., and \$500.00 from the Employers Liability Company, of London, England.

At a sitting held before me at Toronto on October 9, 1923, the claimant appeared and gave evidence.

He was born in Cobourg, Ont., and now resides in Toronto.

In relating his experiences he states he watched the torpedo approach the vessel and was standing immediately over it when it exploded. He was covered with ashes and struck with flying timber. The heel of his boot was torn off and the tendons of his heel were injured.

He filed a letter which he wrote shortly after the disaster which was addressed to the Board of Trade, in London, England, in which he stated in detail all the facts of his injury.

The claimant stated before me that all the statements made in this letter were absolutely true.

He received treatment from two doctors—Dr. Murray and Dr. McFaul, the latter physician treating him for his heart and who says he would always be subject to heart trouble. A letter is also filed which was written to the claimant from a member of the crew of the trawler which rescued him.

There is a list of the personal effects on file and the claimant states that he had to replace everything lost in London and used his expense money for the purpose.

There does not seem to be any reason to doubt the accuracy of the claimant's statements and I have no difficulty in allowing this claim as filed—

For personal effects..	\$ 505 59
Personal injury..	5,000 00

Making a total which I allow.. \$5,505 59

and to which I think should be added interest at the rate of 5 per cent per annum from the date of the Ratification of the Treaty of Versailles, January 10, 1920, to the date of settlement.

WM. PUGSLEY,
Commissioner.

DECISION

Case 778

Re MRS. DORIS LAWLER

This is a claim arising out of the sinking of the SS. *Lusitania* by enemy submarine on May 7, 1915.

The claim is as follows:—

Loss of personal effects..	\$ 580 35
Personal injury..	1,000 00
	<u>\$1,580 35</u>

A detailed list of the effects is on file.

At a sitting held before me at Toronto, October 3, 1923, Mrs. Lawler appeared and gave evidence.

She is a resident of the City of Toronto, and was a passenger on board the SS. *Lusitania*. She stated the list of effects on file is a fair one, and that it was impossible to have saved any of the property at the time of the sinking.

As to personal injury, she stated she was rendered unconscious for several hours, and that she was struck on the shoulder by some object which fell out of the life boat.

A doctor certified that she was totally incapacitated for about two months, and partially for about four months. She still suffers from nervousness.

The doctor's certificate states that she was thrown from the boat deck into the water about fifty feet below, and was in the water almost three hours before being picked up.

I have no reason to doubt the reasonableness of this claim and I allow it at the amount stated, namely \$1,580.35, and to which I think should be added interest at the rate of 5 per cent per annum from the 10th day of January, the date of the ratification of the Treaty of Versailles, to the date of settlement.

WM. PUGSLEY,
Commissioner.

DECISION

Case 779

Re LEONARD L. McMURRAY

This is a claim arising out of the sinking of the ss. *Lusitania* May 7, 1915. The claim as filed is as follows:—

(1) Personal injury	\$2,400 00
(2) Personal effects	1,500 00
	\$3,900 00

The claimant appeared before me at a sitting held in Toronto, May 9, 1924, and gave evidence.

He stated he was born in Toronto and has resided in Canada all his life.

At the time of the sinking, he jumped over-board with a life-preserver on and he was carried under the water due to the suction caused by the sinking of the vessel. Finally he climbed on a life raft, and he jammed his ankle between the raft and some floating wreckage. He was finally picked up by a fishing smack and taken to Queenstown where he required medical attention and for sixteen weeks was totally unable to work.

He recovered insurance of \$1,000.00 on his baggage, and accident insurance of \$2,290.20.

He was export manager of the Gutta Percha Rubber Co., and was on a business trip carrying samples which were worth at least \$2,500.00 and, allowing \$1,000.00 for the insurance, leaves a net claim in this regard of \$1,500.00.

His average income annually was \$5,000.00.

I think the claim for personal effects and samples is a reasonable one and I allow it to the amount stated, namely \$1,500.00. I also find that the claim for personal injuries is well established, and allow it to the amount stated, namely \$2,400.00 making a total which I allow of \$3,900.00 and to which I think should be added interest at the rate of 5 per cent per annum from the date of the Ratification of the Treaty of Versailles, January 10, 1920, to the date of settlement.

WM. PUGSLEY,
Commissioner.

DECISION

Case 780

Re MRS. GERTRUDE MCMURTRY ON BEHALF OF HERSELF AND HER DAUGHTER, FLORENCE MCMURTRY

This claim arises from the sinking of the ss. *Lusitania* on May 7, 1915, by enemy submarine and is as follows:—

1. Loss of life of husband Frederick A. McMurtry	\$100,000
2. Loss of personal effects	2,050
Total	\$102,050

At a sitting held before me at Toronto on May 5, 1924, Mr. P. W. Rogers appeared and gave evidence. He was a fellow passenger on the *Lusitania* when Mr. McMurtry was sailing on the same vessel and saw him the night before the sinking of the ship and also the next morning about two hours before the boat went down.

Mrs. McMurtry gave evidence and stated that she is a British subject born in Canada and her husband was also born here. She had two children at the time of his death but only one is now living. The daughter was 14 years of age at the time of the father's death and the son was 17 years of age. Her son was killed overseas. She stated that her husband was about 45 years of age at the date of his death. He was employed as a buyer for the T. Eaton Company of Toronto. His estate was not sufficient to pay all his debts—which estate consisted largely of real estate in the West—Winnipeg and Regina.

The claimant was born on July 29, 1877. Her husband was in good health at the time of the sinking of the vessel.

As to the effects of deceased which were lost, Mrs. McMurtry is the beneficiary under his will and claims for the value of the effects lost. The list was "read in" to the evidence and the various items were discussed.

The daughter is not married but is still living with her mother, the claimant. She stated that it costs her about \$50.00 or \$60.00 per week to maintain her home and they did not have to pay rent as they own their house. She did not get a pension from the T. Eaton Company but did receive a lump sum of \$20,000. She has since sold the house for something like \$12,000 or \$13,000. Her daughter's health has been poor. She has had to undergo about five operations. Mrs. McMurtry also received \$20,000 in life and accident insurance.

Mr. Thomas Oakley of the T. Eaton Company gave evidence as to the income of the deceased.

In considering the evidence in this case I think that consideration should be given not only to the claim as filed by Mrs. McMurtry, but also to that of her daughter, Florence McMurtry, who was also dependent upon the deceased. The evidence discloses that the late Mr. McMurtry was earning a large income of about \$11,000 per year and in view of this, substantial compensation should be paid the claimants. I find, however, that the amount as claimed is excessive and allow in this case the following:—

- | | |
|--|----------|
| 1. To Mrs. McMurtry as dependent I allow. | \$40,000 |
| 2. To her daughter, Florence McMurtry, from date of her father's death until she comes of age, I allow \$1,000 per year, which equals. | 7,000 |
| 3. Estate of deceased for personal effects and cash. | 2,050 |

which makes a total of. \$49,050

which I allow and to which I think should be added interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Versailles (January 10, 1920) to the date of settlement.

WM. PUGSLEY,
Commissioner.

DECISION

Case 781

Re ESTATE OF MRS. M. S. MORELL

This claim arises out of the sinking of the ss. *Lusitania* by enemy submarine on May 7, 1915.

The claim as filed is as follows:—

- | | |
|--|-----------|
| 1. Mother's baggage. | \$ 900 00 |
| 2. Journey from London to Queenstown and return. | 25 00 |
| 3. Expenses in Queenstown. | 25 00 |
| 4. Five years nursing at \$30.00 per week. | 7,800 00 |

Total. \$8,750 00

At a sitting held in Toronto on October 10, 1923, the claimant, Rose Morell, appeared and gave evidence.

She was born in the City of Toronto and is a resident there. It appears that her mother was a passenger on the *Lusitania* en route to England to join the present claimant who was then located there. When the news reached her that her mother was a survivor of the *Lusitania* disaster and was in hospital in Queenstown, the claimant immediately made a journey there from London. She found her mother in an extremely nervous condition and was unable to bring her across the channel to England for some little time. The claimant stated that she was obliged to devote the next five years to the care of her mother, although she is not a qualified nurse. The impairment to the health of the deceased and her subsequent death is, I think, fairly attributable to the shock and exposure caused by the wrongful sinking of the *Lusitania*.

A certificate made by Dr. O'Connor, who treated the claimant's mother in Queenstown, is produced and the statement was also made that the claimant's brother, who is a doctor, treated the mother in London, England.

The mother subsequently died on May 30, 1920, and the claimant inherited her estate by will. She claims for the loss of the personal effects as legatee and as to her claim for \$30.00 a week she maintains that had she not been obliged to devote her time to the care of her mother she could have earned at least that sum.

It appears that the mother's income was \$250.00 per month. On file I find numerous exhibits, consisting of newspaper clippings, certificates from the steamship agent and declaration form from fellow passengers as to Mrs. Morell's presence on the vessel and as to her rescue. The claimant stated before me that the values given for the loss of effects are fair and reasonable and that her mother had taken with her, her very best belongings for the journey.

Upon a review of the evidence and the documents on file I find that this claim should probably be made by Miss Rose Morell in her capacity as legatee of the estate of her mother.

I allow Item 1 of the claim for the loss of the mother's baggage to Miss Morell as legatee of the estate, the amount being \$900.00. I disallow Item 2, being for journey from London to Queenstown and return for the sum of \$25.00. I allow Item 3, being expenses in Queenstown to the amount of \$25.00. As to Item 4, being for five years' nursing at \$30.00 a week, making a total of \$7,800.00 I think this should be allowed upon two grounds. *Firstly*. As Germany by the Treaty of Versailles admitted responsibility and contracted to pay for all direct damage, loss and the consequences thereof, resulting from its acts of warfare, I think that this item can properly be admitted. It represents actual expense of nursing during illness of deceased, fairly attributable to shock and exposure caused by the sinking of the ship. *Secondly*. As the evidence shows that the mother had an income of \$250.00 per month for life, from which no doubt, Miss Morell would receive some benefit, during her mother's lifetime, and as this income was cut off by the mother's death, she would be entitled to receive the compensation as claimed under item (4). I, therefore, allow this amount as stated, being \$7,800.00.

The total amount, therefore, which I allow, is the sum of \$8,725.00 and to which I think should be added interest at the rate of 5 per cent per annum from the date of the Ratification of the Treaty of Versailles, January 10, 1920, to the date of settlement.

WM. PUGSLEY,
Commissioner.

DECISION

Case 782

Re REVEREND H. C. S. MORRIS

This is a claim arising out of the sinking of the ss. *Lusitania* by enemy submarine on May 7, 1915.

The claim as filed is for the sum of \$3,094.00 being for loss of effects and valuable manuscript.

At a sitting held before me at Toronto May 9, 1924, the claimant appeared and gave evidence.

He stated he was born in England but has lived in Canada since January 2, 1915. He was a passenger on the *Lusitania* in May of that year when the vessel was sunk by the enemy and can procure corroboration of his having been on board.

No claim is made for personal injury.

The witness stated that the value of the wearing apparel and personal belongings was \$1,094.00 and for lecture notes which were used by him as a professor on the staff of Trinity College, Toronto, he claims \$2,000.00. He stated that the amount of \$2,000.00 claimed for this item was very much under the value of the notes because they were the result of research into historical matters carried on over a period of years and were prepared chiefly at Oxford University, England, for use in his work at Trinity College, Toronto.

He stated it would be impossible to give details of these notes and he would now like to amend his claim as regards this item and place the value at \$5,000.00, because he has discovered, since first filing his claim, to what extent his work has been rendered less efficient by their loss and that his prospects of advancement have been considerably impaired. The notes covered all his under-graduate course at Oxford for a period of three years and for a further year in which he had additional work.

I do not think that the evidence given would justify my increasing the amount claimed for the loss of these notes, and I think that if I were to allow the whole claim at the amount stated, it would be sufficient.

I, therefore, allow this claim at the sum of \$3,094.00, and to which I think should be added interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the Ratification of the Treaty of Versailles, to the date of settlement.

WM. PUGSLEY,
Commissioner.

DECISION

Case 783

Re WILLIAM HENRY PARKES

This is a claim arising out of the sinking of the ss. *Lusitania* by enemy submarine on May 7, 1915, and is filed as follows:—

- | | |
|--|-----------|
| 1. Loss of personal property and cash. | \$ 500 00 |
| 2. Injury to health. | 4,500 00 |

Total. \$ 5,000 00

There was no insurance and he received £5 from the *Lusitania* relief fund.

At a sitting held before me at Toronto on October 13, 1923, the claimant appeared and gave evidence. He stated that he was born in England but resided in Canada for 6 years before the war. At the present time he is occupied

as a painter. He was third-class passenger on board the vessel on his way to England to join his wife who had gone there in 1914. The sinking occurred about two o'clock in the afternoon and he climbed on the top deck and assisted in lowering life boats. He finally jumped overboard and was in the water for about three hours before he was picked up by a trawler and taken to Queens-town. He had given his life belt to a lady, and clung to wreckage. He received a bump in the back and in the chest. As to the claim for effects and money he could not state how much money he had with him and he had considerable clothing, and several things belonging to his wife. A medical certificate by Dr. Fleming of Toronto was produced. The witness stated that he did not receive medical attention in England, and that he returned to Canada about 2 years ago, which would be about 6 years after the sinking of the vessel. The injury which he received left him in a state of nervous debility and heart trouble. After his arrival in England he enlisted and served for 3 years, but was a civilian while on the steamer and at the time of the sinking of the vessel. For about 3 years after his discharge from the army, he worked in a candy factory. He finds that he cannot do heavy lifting, and his nerves will not permit him to climb ladders and work on roofs which injures his trade as he is a painter. He was in good health before the disaster. He was in the hospital for 3 months in England and France, and as he was not wounded, this illness was directly caused by the sinking of the vessel.

On October 12, 1923, Dr. Fleming of Toronto gave evidence. He stated that he first examined this claimant in the autumn of 1922. He found him in an extremely nervous condition, suffering from heart trouble with great palpitation, also from nervous debility. He found also that his sight was defective and put him down as 80 per cent disability, for the rest of his life. The doctor is of the opinion that the shock which occurred in connection with the torpedoing of the *Lusitania* might be sufficient to account for this condition.

As to the claim for cash and personal property lost I allow the amount as claimed, namely, \$500.00. The claim for personal injury is doubtful, because the claimant was not examined by a physician until 1922, upwards of 7 years after the sinking of the *Lusitania*. He enlisted in England and served for three years in the war after this and it is impossible to attribute his present state of health to exposure and injuries received by the sinking of the vessel. He however, no doubt sustained some injury and should receive some compensation. I fix the amount for this at \$2,000, which with the amount allowed for loss of cash and personal effects, makes a total sum of \$2,500, which I think should be allowed and to which I think should be added interest at the rate of 5 per cent per annum, from the date of the ratification of the Treaty of Versailles (January 10, 1920) to the date of settlement

WM. PUGSLEY,
Commissioner.

DECISION

Case 784

Re POWELL ESTATE

The are two claims arising out of the death of George A. Powell, who was drowned in the sinking of the ss. *Lusitania* by enemy submarine on May 7, 1915.

1. By Mary H. Powell, widow;

Loss of life	\$100,000 00
Loss of effects.	1,245 00

Total.	\$101,245 00
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Insurance received; \$35,000 accident; \$2,000.00 life insurance.

Estate probated for \$73,778.00.

2. By Eliza Ann Hamilton, Administratrix of the Estate of Mary Jane Powell, a sister of the deceased.

At a sitting held before me at Toronto on October 11, 1923, William Hamilton appeared and gave evidence. He is a brother-in-law of the deceased and appeared for his wife who is the Administratrix of the Estate of Mary Jane Powell, sister of the deceased and claimant of claim No. 2, set out above. Mr. Hamilton corroborated the statements that the late Mr. Powell had contributed to the support of his sister to the extent of \$300.00 per year to the date of his death. Miss Powell first filed a claim for a sum sufficient to give her an annuity of \$300.00, but as she has since died the claim has been amended to cover the actual period of her life from the date of her brother's death, which is for five and one-half years, making a total of \$1,675.00, which I think should be allowed, and to which should be added interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Peace (January 10, 1920) to the date of settlement.

As to the claim made by Mary H. Powell, widow of the deceased the evidence given by her showed that her husband was Canadian born and was 55 years of age at his death. He had enjoyed perfect health up to this time and had a reasonable expectation of living for at least ten or fifteen years. Her late husband's income averaged about \$8,000 per year and she has three daughters who are all grown up and married. Probate of the will of her late husband is produced and filed and Mrs. Powell corroborated the detailed list of personal effects on file and their values.

Mr. John A. Livingston, Assistant Secretary of the T. Eaton Company, Limited, has filed a statement of the earnings of the deceased, as follows:—

1910.	\$ 7,400 00
1911.	7,700 00
1912.	8,400 00
1913.	8,700 00
1914.	8,700 00

His expense money for a journey of this nature would be about \$3,000 in cash which he would carry with him.

Mr. Percy W. Rogers appeared and stated that he was a fellow passenger with Mr. Powell and saw him the evening previous to the sinking and also at lunch hour on the day of the sinking.

I allow on behalf of the estate of the deceased George A. Powell, for personal effects and cash lost, the sum of \$1,245.00. To his widow as a dependent I think the sum of \$25,000.00 should be allowed. The total, therefore, allowed by me under claim No. 1 is \$26,245.00 to which I think should be added interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Versailles (January 10, 1920) to the date of settlement, and to claim No. 2 as above stated I allow the sum of \$1,675.00, to which I think should be added interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Versailles (January 10, 1920) to the date of settlement.

WM. PUGSLEY,
Commissioner.

DECISION

Case 785

Re PERCY W. ROGERS

This claim arises out of the sinking of the *ss. Lusitania* by enemy submarine on May 7, 1915, and is as follows:—

Loss of effects.....	\$ 513 75
Loss of health.....	2,500 00
Loss of earning power.....	4,000 00
Operations and doctor's fees.....	350 00
Hospital expenses	150 00
Total	<u>\$7,513 75</u>

Mr. Rogers was assistant manager of the Canadian National Exhibition of Toronto and was a passenger on the vessel.

At a sitting held before me at Toronto on October 11, 1923, Mr. Rogers appeared and gave evidence. He stated that when the boat was torpedoed he was at lunch and went on deck. He filed a copy of a story which he gave to the newspapers. This was "read in" to the evidence. In the course of this story he states that he was in his stateroom when the torpedo struck, but immediately came out. The life-boat he was in capsized and he swam towards a collapsible boat. He finally clung to an old cupboard until he was picked up. He had to buy a complete outfit of clothes in Ireland. He resides in Toronto and states that as to his health he suffers nervousness and a general breakup and has to visit a doctor from time to time. He was obliged to resign his duties in connection with the Canadian National Exhibition, after his return as he was unable to carry out his duties. He had an operation for appendicitis which he says was caused by his having been pulled over the side of a life-boat. He is now engaged in the brokerage and insurance business. He verified the statement of effects lost and swears that the values are reasonable.

From a review of the evidence I find that the claimant has succeeded in establishing a good claim and I allow as follows:—

1. Loss of personal effects.....	\$ 513 75
2. Impairment to health and loss of earning power.....	6,500 00
3. Operations and doctor's fees.....	175 00

My reason, for reducing the amount claimed for this Item No. 3, is, that it is fair to assume that the operation for appendicitis might not have been the result of the sinking of the vessel, but might have been necessary in any event. I have, therefore, reduced it by one-half the amount claimed for this item. I have disallowed the item for hospital expenses for the same reason.

The total amount allowed, therefore, is \$7,188.75, to which I think should be added interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Versailles (January 10, 1920) to the date of settlement.

WM. PUGSLEY,
Commissioner.

DECISION

Case 786

Re ESTATE OF MRS. HARRIET E. ROGERS

This is a claim which arises out of the sinking of the *ss. Lusitania* by enemy submarine on May 7, 1915, and is for the loss of life of claimant's son for the amount of \$40,000.

At a sitting held before me at Toronto on October 11, 1923, Thomas G. Rogers appeared and gave evidence. He stated that his mother who was the original claimant died on the 12th August, 1923, and that he is her son and executor of her estate.

It appears from the evidence that Frank A. Rogers was employed as a buyer for the Robert Simpson Company, of Toronto, and sailed on the *Lusitania*. He had been married one week prior to his sailing and both he and his wife perished. He had been the sole support of his mother who was 75 years of age at the time of her death, but was 67 years of age when her son was drowned. The family consisted of two brothers and two sisters, including the witness, none of whom contributed to the mother's support, that being done entirely by the deceased Frank A. Rogers. The said Frank A. Rogers had always lived at home up to the time of his marriage, the father having died 38 years previously, but no evidence is produced to show that the deceased would have continued to support his mother after his marriage. The evidence shows that the said Frank A. Rogers had an income of about \$8,000.00 per year and that his estate was valued at \$37,759.23. There was no insurance.

At the time of his death Frank A. Rogers was 34 years of age. His estate was divided equally between the four surviving children and the mother, but the children did not actually draw their share but left it absolutely for the use of their mother during her lifetime. The witness stated that while the claim was based entirely upon the expectation of pecuniary assistance which the mother might have received from her son, yet, if possible he would like to urge further compensation on account of grief and injury to the affections of the family due to the untimely death of Frank A. Rogers, and a letter was read signed by "Thomas G. Rogers" requesting that compensation be paid on account of the bereavement occasioned to the surviving members of the family through the untimely cutting off of a young man in the midst of a very successful career.

I find, of course, that in allowing compensation I am limited strictly to the question of dependency and financial assistance received by the claimant from the deceased and can therefore make no award on account of bereavement or grief caused by the death of this young man.

I find also that while the deceased Frank A. Rogers was the sole support of his mother there is no evidence that he would so continue to support her after his marriage, although there is a strong supposition that he would do so.

I think in view of the circumstances of the case that compensation should be paid to the Estate of Harriet E. Rogers from the date of the death of Frank A. Rogers to the date of the death of Harriet E. Rogers, that is to say, from May 7, 1915, until the 12th August, 1923, a period of nine years. I think that the late Harriet E. Rogers would have been entitled to compensation at the rate of \$1,500.00 per year for this period which would amount in all to the sum of \$13,500 which I allow and to which I would recommend that interest at the rate of 5 per cent per annum be added from the date of the ratification of the Treaty of Versailles (January 10, 1920) to the date of settlement.

WM. PUGSLEY,
Commissioner.

DECISION

Case 787

Re Mrs. MINNIE RUMBLE

This is a claim made by Mrs. Rumble for the loss of life of her husband who was drowned in the sinking of the ss. *Lusitania* on May 7, 1915. The claim as filed is for the sum of \$100,000.00.

The claimant appeared before me at Toronto on October 10, 1923, and gave evidence to the effect that her late husband was buyer for the firm of Messrs. John MacDonald Company and had an average income of about \$3,500.00 per year.

He was 27 years of age at the time of death and left surviving him, his widow, who is the claimant, and one daughter, who is now about 10 years of age.

The claimant was born in Canada in 1888, and was married in 1913.

Her husband's body was never recovered and she derives an income from his estate valued at \$27,000.00. He made a Will which was probated and the estate was valued at \$28,700.00 including insurance.

There is a statement on file dated April 3, 1919, which states the insurance as follows:—

Hartford Commercial Travellers	\$12,000.00
Canada Life Insurance	1,000.00
Travellers Insurance	5,000.00
(All payable to the widow)	
Commercial Travellers	1,000.00
(Payable to Elizabeth Rumble, sister of deceased)	
Canada Life Insurance Company	5,000.00
(Payable to the estate of the deceased)	

In addition to the evidence of Mrs. Rumble, Mr. James Glainville, appeared. He is Secretary-Treasurer of the John MacDonald Company of Toronto and was acquainted with the deceased. His evidence was to the effect that the late Mr. Rumble had been with the firm for about eight years and had commenced to work for them in the year 1907, at a salary of \$11.00 per week. In the year 1910, he was earning about \$1,042.55. His salary for 1911 was \$2,000.00 and in 1912 it was advanced to \$3,000.00 and in 1913, it was further increased to \$3,500.00 which was the salary he was earning at the time of his death.

Witness stated that undoubtedly the deceased would have earned considerably more money had he lived, when business conditions improved after the war, and that in the year 1918, he would have been commanding a salary of about \$5,000.00 per year and would in addition, thereto, share in whatever bonus was paid if business in his department had been good.

Deceased was a man of good habits and had an unusually long expectation of life.

Mr. James Bohan also appeared and swore that he was a fellow passenger and saw Mr. Rumble on board the *Lusitania* before the sinking.

Mrs. Rumble also testified as to the value of the personal effects which were lost.

Considering the age of the deceased at the time of his death (27), that he was receiving a salary of \$3,500.00 per year, that he had every prospect of early promotion up to \$5,000.00 at least, that the claimant's widow was about the same age and was left with a child seven months old at the time of her husband's death, I allow for the maintenance of the education of the child until maturity, the sum of \$750.00 per year or a sum in all of \$15,000.00 and to his widow, Mrs. Minnie Rumble, the claimant herein, as a dependent, the sum of \$35,000.00 making a total of \$50,000.00 to which I think should be added interest at the rate of 5 per cent per annum from the date of the Ratification of the Treaty of Peace, January 10, 1920, to the date of settlement.

WM. PUGSLEY,
Commissioner.

DECISION

Case 788

Re MISS ELIZABETH RUMBLE

This is a claim arising out of the sinking of the ss. *Lusitania* by enemy submarine on May 7, 1916.

The claimant appeared before me at Toronto on October 10, 1923, and stated that she was a sister of the deceased Thomas Walter Rumble, and was executrix of his estate. The claim is as follows:—

1. On behalf of the estate for loss of personal effects.... \$ 850 00
2. Personal claim of Miss Rumble for loss of life (as dependent)..... 20,000 00

From the evidence I find that the deceased contributed to his sister's support to the extent of \$500.00 per year. The claimant being in delicate health and about 54 years of age, she was not strong enough to work and it was the brother's intention to support her although she lived at home with her father and mother. He contributed, as before stated, the sum of \$500.00 per year to supply her with clothing and the necessaries of life and continued so doing even after he was married. I explained to the claimant that while she would have no legal claim as a dependent, yet the evidence would tend to show that she had a good moral claim, and I think that the brother having contributed to her support and having continued to do so after his marriage it is sufficient evidence to indicate that he intended so doing as long as she lived.

I find that the claimant received \$1,000 insurance on account of her brother's death, and I think that were she to be allowed the sum of \$5,000 on account of the loss of her brother's life upon whom she was dependent it would be adequate compensation.

The claimant verified the list of effects on file and satisfied me that the claim in this regard was reasonable.

I therefore recommend that the sum of \$850.00 claimed on behalf of the estate of the deceased Thomas Walter Rumble be allowed and also recommend that the sum of \$5,000.00 be allowed to Miss Elizabeth Rumble, a dependent sister and to both of these amounts I recommend that interest at the rate of 5 per cent per annum be allowed from the date of the ratification of the Treaty of Versailles (January 10, 1920) to the date of settlement.

WM. PUGSLEY,
Commissioner.

DECISION

Case 789

Re MRS. FRANCES E. WAITES

This is a claim for loss of life arising out of the sinking of the ss. *Lusitania* by enemy submarine on May 7, 1915. The amount of the claim is \$3,000.00.

At a sitting held before me at Toronto on May 6, 1924, the claimant appeared and gave evidence. She stated that she is a British subject; born in England and has lived in Canada for 30 years. The claim is for the loss of life of her daughter Martha Pinda Waites, who was drowned in the sinking of the *Lusitania*. The deceased was employed as lady's maid to Mrs. Burnside and her daughter and was with them on the vessel but was never seen after the sinking. The claimant was dependent upon her daughter because her husband was ill for 6

years and the deceased daughter would invariably send from \$20.00 to \$25.00 home every month. Further, she stated that whenever she needed money the daughter gave it to her. It was further stated by the claimant that she has no means of support other than that which she received from her children and she now has only one daughter at home, the others being married and not in a position to help her. One son who is a widower lives with her and she has taken care of his children for five years, he paying board for them.

A declaration taken by Mrs. Josephine Burnside was "read in" to the evidence and is to the effect that the deceased Martha Pinda Waites was her maid and that her wages were at the rate of \$400.00 per annum and her board and expenses. The said Martha Pinda Waites was with Mrs. Burnside on the *Lusitania* at the time of the sinking and enquiry was made in every possible quarter after she went down but they were unable to find any trace of her.

Miss Maude Waites also gave evidence and stated that she was a sister of the deceased, Martha Pinda Waites. She testified that the deceased had always given the mother at the rate of at least \$20.00 per month and more when she needed it. Her late sister had she lived would have been about 45 years of age at the time of the hearing, while the mother is now 74 years of age and not able to do very much work.

It seems clear from the evidence that the claimant was dependent upon her deceased daughter for support and maintenance and I therefore allow this claim at the amount stated, namely, \$3,000.00, to which I think should be added interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Versailles (January 10, 1920) to the date of settlement.

WM. PUGSLEY,
Commissioner.

DECISION

Case 790

Re MRS. CHRISTINA HARROW S. McCOLM

This claimant is a British subject, born in Scotland in 1881, and has resided in Canada since June 1884, until quite recently when she and her husband left for California for the purpose of taking up their residence there.

Her husband, James A. McCollm was formerly staff officer in the Department of Militia and Defence, at Ottawa.

The claim filed is for loss sustained in the sinking of the ss. *Lusitania* on May 7, 1915, on which the claimant was a passenger.

The items of her claim are as follows:—

Loss of personal effects.	\$ 1,181 50
Medical attendance, hospital, etc.	335 00
Personal injury and loss of health.	10,000 00

\$11,516 50

The claimant did not appear before me in person as she was in California at the time but a sitting held in Ottawa, on May 3, 1923, Mr. H. W. Johnston, appeared and spoke in her behalf.

The evidence on file is quite conclusive as to her presence as first class passenger on the *Lusitania* at the time of the sinking and there is on file a detailed list of the personal effects lost with verification by solemn declaration by the claimant which declaration is dated December 16, 1918.

Upon looking over this list, I can find no reason to doubt that Mrs. McColm had these articles on board with her, and that the values given for the same are fair and reasonable.

I, therefore, allow her claim in respect of item (1) for Personal Effects which were lost in the sinking of the ss. *Lusitania* to the amount of \$1,181.50.

There is also on file a formal declaration made by this claimant dated December 30, 1921, which has attached thereto as an exhibit, a certificate made by Dr. Lorne Gardner of the City of Ottawa, as to her disability.

Dr. Gardner, appeared before me at Ottawa on July 18, 1923. He has been practising in the City of Ottawa for twenty years and had a good deal of experience in connection with military work having been appointed medical consulting physician of the Soldiers' Civil Re-establishment at the close of the war and is qualified to decide as to the extent of disability suffered by a person as the result of an injury received.

He had seen Mrs. McColm previous to her sailing on the *Lusitania* and had examined her after her return to Canada, and had found that she had changed a good deal and had lost at least thirty pounds in weight.

He further stated that she had aged considerably and had suffered a great deal from rheumatism, insomnia, and badly affected nerves. He estimates her incapacity at about 30 per cent in her daily occupation and at about 60 per cent in the general labour market, and is inclined to think that the disability will be permanent.

In view of the inability of Mrs. McColm to appear before me and testify, I thought it advisable to have as many declarations filed as would be necessary to fully substantiate the various items of this claim, and I have, therefore, on file a Statutory Declaration dated 14th day of June, 1923, and made by Mrs. W. J. Kelley, of the City of New York, who is a sister-in-law of the claimant. Mrs. Kelley declares that she accompanied Mrs. McColm to the pier and saw her embark on the *Lusitania*.

There is a still later declaration on file made by the claimant taken before a Notary Public in San Francisco, and dated November 10, 1923, in which declaration Mrs. McColm declares that she was a passenger on the *Lusitania* when it was sunk and that as a result of the torpedoing she fell into the water and remained there two hours until she was picked up by a steam trawler and taken to Queenstown, Ireland. As a result of her immersion in the water, she declares that she suffered considerably from shock and that her general health has suffered, she being frequently a victim of attacks of rheumatism, biliousness, insomnia and nervousness and that she has lost thirty pounds in weight.

When she was able to leave Queenstown, she proceeded to Edinburgh, Scotland, where she remained in bed for thirteen weeks under the doctor's care and subsequently spent four months during the summer of 1915, recuperating in Scotland.

She returned to Canada in December, 1915, and was under the care of Dr. F. McKelvey Bell, until 1920, when he left Ottawa; after that date she received attention at the hands of Dr. Lorne Gardner until December, 1922, when she went to California for the benefit of her health.

Supplemental to this declaration, which was taken in California, there is filed a certificate by Dr. George Adam of 1403 Hyde St., San Francisco, who examined the claimant and states that her weight is 100 pounds and in general, her physical condition is such as to indicate that she had sustained an experience of shock. He indicates in this certificate that Mrs. McColm suffers from intercostal neuralgia.

I further directed that Dr. McKelvey Bell, be communicated with in order that a statement might be received as to Mrs. McColm's condition before she sailed on the *Lusitania* in order that I might determine to what extent her

present condition can be attributed to the sinking of this vessel. A letter is on file from Dr. Bell, dated June 4, 1924, in which he states in part:

"I was her family physician for two years, 1911-1912, when she was living at 202 Nicholas St., and 38 Laurier Ave. E., Ottawa. I operated upon her in 1912 for an ectopic pregnancy being assisted by Dr. Crawford (at that time practising in Ottawa). When I last saw her, she was in excellent health. I also recall that she was straight-forward and honourable and can truthfully say I believe that any statement she makes is correct. I have seen a copy of the evidence placed before the Commission July 18, 1923, and know that Mrs. McColm was not in this nervous condition while I was attending her in Ottawa."

In view of the numerous declarations filed and the preponderance of medical testimony furnished by the doctor's evidence (Dr. Gardner) and the statements of Dr. Adam of San Francisco, and Dr. Bell of New York, I have no difficulty in recommending that item (2) for Medical Attendance, Hospital Fees, etc., to the extent of \$335.00, be allowed.

With reference to item (3) for personal injury and loss of health for the sum of \$10,000.00, however, I feel that the sum of \$7,500.00, would be a fair and reasonable allowance.

With reference, therefore, to the total claim as filed by Mrs. McColm for the sum of \$11,516.50, I recommend that the total sum of \$9,016.50, be allowed this claimant in satisfaction of her claim, to which should be added interest at the rate of 5 per cent per annum from the date of the Ratification of the Treaty of Peace, January 10, 1920, to the date of settlement.

WM. PUGSLEY,
Commissioner.

DECISION

Case 791

Re ESTATE OF MRS. ALICE BINGHAM

The claim arises out of the sinking of the ss. *Lusitania* on May 7, 1915, and is as follows:—

(1) Loss of life of her daughter	\$5,000 00
(2) Loss of daughter's personal effects	350 00
	\$5,350 00

At a sitting held before me at Toronto, May 15, 1924, Mr. F. H. M. Irwin, appeared as solicitor for the claimant. He stated that Mrs. Bingham was formerly a resident of Toronto, but at the time of the filing of the claim she was living in Fort William, Ont., with her son.

It appears that the claim arises out of the loss of life of Mrs. Bingham's daughter who was drowned in the sinking of the ss. *Lusitania* and the claimant herself died sometime in 1923.

On file, I find a statutory declaration taken by Mrs. Bingham at Toronto, March 22, 1916, in which she states that her daughter had an earning capacity of about \$840.00 per year at the time of her death and that the said daughter was at the time of her death thirty-five years of age, and three years immediately preceding her daughter's death, the claimant lived with and was supported by her said daughter, the value of which support is estimated at \$500.00 per year.

A detailed list of personal effects lost is also on file and a study of the items appears to disclose that the amounts stated are fair and reasonable.

A son of the claimant, Mr. E. R. Bingham, resides in Fort William, but as it is doubtful whether he could give evidence from his own personal knowledge, which would in any way tend to augment the information already on file, I do not believe it will be necessary for me to require the attendance of Mr. Bingham before me personally.

I find that a claim for the loss of personal effects of Miss Bingham can properly be made on behalf of the estate of her mother and as the statement on file appears reasonable, I allow the amount claimed for these effects, namely \$350.00.

As to the claim for loss of life, it appears from the statutory declaration that the mother was dependent upon her deceased daughter, but in view of the fact that the said daughter's income was only \$840.00 per year, I think that the mother as dependent, could only reasonably urge that she received help from her daughter to the extent of about one-half of this income at the most.

As the mother died sometime during the year 1923, which is subsequent to the 10th January, 1920, which is the date of the Ratification of the Treaty of Versailles, and the date on which Germany assumed a contractual liability to pay for loss and damage, I am of the opinion that Mrs. Bingham's claim as a dependent would survive to her estate.

I fix the damage on this score at \$400.00 per year from the date of the sinking of the ss. *Lusitania*, i.e. May 7, 1915, to the date of death in 1923 of Mrs. Bingham (this to be supplied). This covers approximately a period of eight years at \$400.00 per year which would amount to \$3,200.00 which I allow to the estate, making a total amount allowed to the estate of Mrs. Alice Bingham (deceased) of \$3,550.00 and to which should be added interest at the rate of 5 per cent per annum from the date of the Ratification of the Treaty of Versailles, January 10, 1920, to the date of settlement.

WM. PUGSLEY,
Commissioner.

DECISION

Case 752

Re Mrs. EMILIA C. DAVIS

The hearing of this matter was fixed for May 15, 1924, at Toronto but the claimant did not appear.

From a review of the evidence on file it would appear that the claim is for the sum of \$100.00 being the value of clothing sent to a party (not named) in England by the claimant in the trunk of a Miss Kathleen Kaye who is the claimant's niece and who was a passenger on board the ss. *Lusitania* at the time it was destroyed by enemy submarine on May 7, 1915. The trunk and contents were lost and the claimant states in her letter of October 29, 1923, which is on file, that Miss Kaye received compensation in England for her own goods which were lost, but as Mrs. Davis lived in Canada nothing was paid to Miss Kaye in respect of this clothing.

As the claimant, though notified by registered letter dated May 1, 1924 to appear before me on the 15th day of May, 1924, did not do so, I must disallow her claim which is not sufficiently proven.

WM. PUGSLEY,
Commissioner,

DECISION

Case 793

Re Mrs. ELIZABETH JONES

This is a claim arising out of the sinking of the ss. *Lusitania* on May 7, 1915, and is for the loss of life of the daughter of the claimant. The claim as filed is for the sum of \$5,000.00.

The claimant was notified to appear before me at Toronto on October 24, 1923, and May 13, 1924. She seems to be now residing in England and did not appear at the time stated or send any reply to either notice and I am, therefore, obliged to disallow the claim.

WM. PUGSLEY,
Commissioner,

DECISION

Case 794

Re J. F. McPARLAND

This appears to be a claim arising out of the sinking of the ss. *Lusitania* by enemy submarine on May 7, 1915.

No statutory declaration was filed and notices were sent the claimant to appear before me on October 23, 1923 and May 13, 1924. He did not do so, and I am obliged to disallow the claim.

WM. PUGSLEY,
Commissioner,

DECISION

Case 795

Re PERCY A. LINTOTT

This claim is on account of the loss of life of claimant's brother, Roy Ivor Lintott, who was one of the *Lusitania* victims.

The record does not show any dependents, and the claim will therefore have to be disallowed as it does not fall within any of the categories to Section (I) Part VIII of the Treaty of Versailles.

April 22, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 796

Re HUGH H. NELSON

George Sidwell, Hamilton, musical composer lost his life on the *Lusitania*. He was indebted, so claimant states, to Nelson in the sum of \$400.00 and interest, under an agreement between the parties dated December 24, 1913, whereby Sidwell covenanted to re-pay the loan and as a bonus, to pay to Nelson one-half of the net profits to be derived from the publication and sale of Sidwell's musical compositions and songs. Sidwell when he sailed for England had in his possession, plates, copyrights and stock, in connection with his publications, I assume, to the value of at least \$5,000.00 and that, he, Nelson, never received any interest on the loan at any time. Nelson declares that Sidwell's income for the year ending August 4, 1914, was about \$600.00 and that for the five years preceding his death it reached an average of \$1,460.00.

Sidwell was 44 years old at the time of death. His income apparently was from composing, and publishing patriotic songs.

Claimant was born in England and came to Canada in 1906.

Mr. Nelson's damages were indirect and consequential, and cannot be considered by this Commission.

Sidwell's dependents have filed a claim for loss of his life and property.

This claim is disallowed, as it does not come within any of the categories of the First Annex to Section (I) Part VIII of the Treaty of Versailles.

JAMES FRIEL,
Commissioner.

August 5, 1926.

DECISION

Case 797

Re THE ROYAL BANK OF CANADA

Notice of claim was given by the bank who hold a judgment dated July 18, 1914, for the sum of \$1,554.13, against R. N. Davey, as endorser of a loan.

Mr. Davey was drowned on the *Lusitania*, together with his wife and family.

There has been no claim presented to this Office by any dependent or any person in connection with his death. The bank could not be considered a dependent; they have not suffered in this case from direct enemy action and so any claim from them fails, as it does not come under the scope of this Commission. The claim, therefore, if presented, would have to be disallowed.

JAMES FRIEL,
Commissioner.

May 12, 1926.

DECISION

Case 798

Re LOUIS STRAUSS

Executor of the Will of Julius Strauss

Julius Strauss was one of the *Lusitania* victims. He left a considerable estate probated at \$50,000.00. He was unmarried. One sister was largely dependent on him, otherwise, there are no dependents mentioned in the claim.

It may be assumed that the sister was looked after in his will.

His estate would have no claim on account of loss of his life but would be entitled to compensation on account of the loss of personal effects.

The claim does not seem to have been pressed and if there is nothing more done about it, it will have to be dismissed.

JAMES FRIEL,
Commissioner.

August 5, 1926.

DECISION

Case 799

Re FRANCIS WILLIAM CLARKE

Claimant filed his claim in November, 1919, for loss of his wife, one of the *Lusitania* victims. He has two children living with his sister, Elizabeth Alice Clarke, at Bridlington, East Yorkshire, England. Apparently he afterwards moved to Montreal. He did not communicate further with this Commission.

Mr. Warwick Chipman, K.C., spoke to the claim at the sitting of the Commission at Montreal, October 20, 1925, but he did not know where his client was, and he writes on this date that all attempts for the last three years to get in touch with Mr. Clarke have been unavailing.

The claim is dismissed without prejudice to its being taken up again should occasion arise.

August 17, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 800

Re JAMES CORISTINE & CO. LIMITED

The Claimant company is a Canadian corporation. Claim is for monies advanced to Mr. Duncan Stewart, buyer for this company who was sent to England to buy hats. He was a passenger on the ss. *Lusitania* which was sunk on May 7, 1915, and went down with the vessel.

Voyage, Montreal to Liverpool..	\$147 80
Pocket Expenses..	100 00
Monthly Salary..	125 00
	\$372 80

The claim was before the late Commissioner who laid it down that any claim in respect to decedent would be properly presented by his family, and that this claim of his firm does not come within any of the categories of Annex (1) to Part VIII of the Treaty of Versailles, and he marked it for disallowance. I agree.

The claim is therefore disallowed.
December 2, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 801

Re E. V. HERBERT

Claimant is a British subject born in England April 9, 1880, who came to Canada in 1913. He served as a Warrant Officer with the Canadian Forces throughout the war.

He claimed on account of the loss of the life of his wife, Florence Herbert, aged 26, a *Lusitania* victim, and for her personal effects. There were no children. Mrs. Florence Herbert was a second class passenger on the *Lusitania* when that ship was sunk and her name does not appear among the list of survivors and there is no trace of her remains having been recovered.

We have repeatedly asked the claimant to furnish us with a copy of his marriage certificate or some proof of his marriage and he has failed to do so. The claim will, therefore, have to be disallowed for want of proof that decedent was claimant's wife.

February 5, 1927.

JAMES FRIEL,
Commissioner.

DECISION

Case 802

Re ALLAN H. ADAMS

The claimant is a British subject, born in Scotland in 1872, and was resident in Winnipeg for the last 17 years. He was a passenger on the *Lusitania* on his way to his old home with the intention of getting employment on the other side. He was severely injured when the ship sank and suffered much from exposure and shock. He was swimming in the water for three hours without clothing or a life belt. Later, in a few weeks, he came back to Canada on the ss. *Orduna* which was pursued by a German submarine and shelled, adding to the claimant's shock.

The claim is for personal effects, money and tools of trade declared at \$850.00, and for personal injury. The medical report shows that the claimant suffered from neurosis and neurasthenia, and was totally incapacitated for three years and partially incapacitated since November, 1918. He is wholly incapacitated as to his own occupation and 50 per cent incapacitated in the general labour market. His left ear is seriously affected. He suffered from general nervousness, headache, tremors, and poor memory since the disaster, and owing to it. When he sailed on the *Lusitania* he was a strong, healthy, active man. He had been earning \$110.00 a month as an electrician, and was a contractor in a small way, sometimes employing two and always a helper. He had a shop and altogether cleared about \$150.00 a month. After his return he was unable to continue his work on account of his health. He was taken in the forces, and on account of his experiences employed recruiting for a short while. Later he went into the employ of the Manitoba Government telephone work, but could not hold the job. He returned to that employ in June, 1918, but was unable to carry on his usual work, although he tried every year after for five years. He was unable, so the Superintendent certified, to carry on his work in the telephone business owing to ill-health. He tried for other jobs. The claimant says he is an expert telephone man, but the Bell Telephone Co. in Chicago would not take him. He went to Toronto to the Northern Electric Company, but they could not take him on. He had lost his seniority in his calling in the Manitoba telephone system, and was too old for other telephone companies, even if he could have carried on.

A further medical report dated April 22, 1924, says that he was unable to follow his trade on account of injury suffered when the ship sank. William Roberts, Water Works Foreman at Winnipeg, certified that he has known Mr. Adams for the past sixteen years, and that prior to his going overseas in 1915, he had never known him to be sick or complain of ill-health in any way, but since returning from overseas he had not been able to hold any position for any length of time on account of ill-health.

The claimant states that he worked altogether about three years in the last ten years, including three months in the army. He was not working at the time of the hearing.

He received no compensation in any way except £8 from the Lord Mayor's fund in Liverpool.

The claimant is a married man with five children. His eldest boy had to go to work at 14, and his daughter at 13.

His youngest child is now 10.

I would allow the claimant \$8,000.00 on account of personal injuries with interest at 5 per cent per annum from the date of the ratification of the Treaty,

January 10, 1920, and \$850.00 for personal effects and money lost, with interest from May 7, 1915, to the date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, categories (1) and (9), and I find \$8,850.00 is fair compensation to Allan H. Adams, with interest as above indicated.

March 12, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 803

Re JAMES BOYLE

Claimant is a British subject, born in Scotland in 1885, who came to Canada in 1905. He was one of the passengers on the ss. *Lusitania* when that ship was sunk, May 7, 1915, lost all his personal effects and \$400 in Bank Notes, and suffered personal injury from exposure to such an extent that he could not work for several months.

The record, owing to claimant's circumstances, is not as complete as might be. He was not able to attend any of our hearings in the West. The claim, however, seems made in good faith, and I would allow it at the amount claimed, that is to say, \$800.00 for personal effects and money lost when the ship was sunk, with interest on this item at 5 per cent per annum from the date of loss, and \$400.00 on account of personal injury, with interest at 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, categories (1) and (9), and I find \$1,200 is fair compensation to the claimant, James Boyle, with interest as above indicated.

May 14, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 804

Re JOSEPH E. BISHOP

Claimant is a British subject born in England, who came to this country in 1910. He claims on account of loss of cash, \$500.00, and personal effects, \$200.00, in possession of his father, Joseph Bishop, and mother, Alice Bishop, who were among the *Lusitania* victims. They were English people who had been in Canada for two years and were returning to England to stay. Their next of kin would be the claimant and his brother, Walter Henry Bishop, of Higginshire, Oldham, England.

I am satisfied with the proof of the amount of the loss. Claimant would only be entitled to one-half and his brother in England the other half, but he should collect it through the British Reparation Claims Department, and the time for putting in claims there has elapsed. On the whole, I think it would be fair to disregard this and allow the claim at the amount proved, \$700.00, payable to claimant, Joseph E. Bishop, as administrator of his father's and mother's estate. In the alternative, I would allow him one-half as compensation for the loss, which should carry interest at 5 per cent per annum from the date of the disaster, May 7, 1915, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (1), and I find \$700.00 is fair compensation to the claimant, with interest as above indicated.

May 19, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 805

Re MRS. MARY BARTLEY

Claimant is a British subject born in England, who came to Canada to live about the year 1911. Her son, George Noble Bartley, machinist, a native of England, aged 38, and his wife and two children were passengers on the ss. *Lusitania* when that ship was sunk by enemy submarine May 7, 1915, and were lost. He was going back to get employment.

Decedent had disposed of his house and lot in the City of Welland and had with him the proceeds, \$900.00, together with all their goods and effects.

The claimant, his mother, and next-of-kin, was dependent on him. She says he gave her between \$150.00 and \$200.00 per year. She claims on account of the loss of his life, and loss of money and effects he had with him. At the time of his death she was 69 and since then she has been living with her married daughter.

I would allow claimant \$2,000.00 on account of the loss of her son, with interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement and \$1,450.00 on account of personal effects and money lost, with interest at the rate of 5 per cent per annum from the date of loss, May 7, 1915, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, categories (1) and (9) and I find \$3,450.00 is fair compensation to the claimant with interest as indicated.

JAMES FRIEL,
Commissioner.

June 15, 1926.

DECISION

Case 806

*Re REUBEN BURLEY ESTATE**L. F. Stevens, Executor*

Reuben Burley, a Canadian subject, and his wife and two children were passengers on the ss. *Lusitania*, when that ship was sunk, May 7, 1915, by enemy submarine. The whole family was drowned. For that reason there are no dependents. The next-of-kin are Canadians, I believe.

The claim is for loss of personal effects, and money that Reuben Burley had with him.

I would allow the claim at the amount as proved by Mr. Stevens, \$2,500.00.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9) and I find \$2,500.00 fair compensation to the claimant, administrator of the estate as aforesaid, with interest at the rate of 5 per cent per annum from the date of the sinking, May 7, 1915, to date of settlement.

JAMES FRIEL,
Commissioner.

August 3, 1926.

DECISION

Case 807

Re ELIZABETH BULL, ESTATE

L. F. Stevens, Executor

Elizabeth Bull, a Canadian, was a passenger on board the ss. *Lusitania* and lost her life when that ship was sunk by enemy submarine. There are no dependents.

The claim is in respect to personal effects of the deceased, and money she had with her.

I think the sum of \$1,000.00 would fairly cover the loss.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9) and I find \$1,000.00 fair compensation to the claimant, executor, as aforesaid, with interest at the rate of 5 per cent per annum from the date of loss, May 7, 1915, to date of settlement.

JAMES FRIEL,
Commissioner.

August 3, 1926.

DECISION

Case 808

Re RUSSELL V. COPPING

Claimant is a Canadian. His claim is on account of the loss of his father and mother, George Robert Copping, and Emma Copping, victims of the *Lusitania* disaster.

The claim is principally on account of loss by depreciation in stocks owned by deceased, to pay succession duty on his estate. He was a manufacturer and left an estate of something over \$210,000.00. Claimant and a brother succeeded to the estate under their father's will. At the time of his father's death, the claimant 26 years old, was working for their company. He was not a dependent in any way.

The claim includes an amount on account of the loss of clothing and cash and jewelry. Claimant was not able to give exact testimony as to such values. I think \$4,000.00 would be ample compensation in respect to property and money lost with the deceased at the time the ship sank. Such compensation is payable to the executors of the estate of George Robert Copping, deceased, and not to the present claimant and the claim in other respects must be disallowed.

The claim in respect to loss of property and money comes within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9) and I find \$4,000.00 fair compensation to the estate of George Robert Copping, deceased, with interest at the rate of 5 per cent per annum from the date of the sinking of the *Lusitania*, May 7, 1915, to date of settlement.

JAMES FRIEL,
Commissioner.

June 29, 1926.

DECISION

Case 809

Re SARAH E. CHABOT

The Claimant is a Canadian. She claims on account of the loss of the life of her husband, David L. Chabot, also a Canadian, who was one of the *Lusitania* victims. He was on his way to Europe on a buying trip for his employers, Hodgson, Sumner & Company, a very large wholesale drygoods concern in Montreal, in whose employ he had been for twenty-seven years.

The body of the deceased was recovered and brought to Granby for burial. Decedent was forty-nine years of age at the time of the disaster. He had always been in good health, and had never been sick. He left him surviving his widow, the present claimant, aged forty-nine, and three children, Olive 14, Eugene 19, and Arthur 21. At the time of the hearing before Mr. Pugsley, in June, 1923, Olive was married, Eugene studying for the priesthood, and Arthur was working and attending McGill University. Decedent left a will under which the claimant was given all his property, real and personal, and appointed sole executrix. At the time of his death he was possessed of real estate in the city of Outremont of the value of about \$7,400.00. He had life insurance of \$4,500.00 clear. His income according to the declaration was \$2,700.00 a year. He was employed as Manager of the firm's dress goods department at a salary of \$2,400.00 which was augmented at the end of every year by a bonus allotment. The bonus in 1914 was \$800.00, and the secretary of Hodgson, Sumner & Company at the hearing testified that the decedent's department had increased considerably and that he had no hesitation in saying that "Mr. Chabot's income would have been fully double had he been living to-day".

The expense of bringing the body back to Canada and burial was \$202.02.

No reference is made in the claim to the personal property and money deceased had with him when he was drowned. He was a saloon passenger on the ship. This claim was heard by the late Commissioner who made a decision, but left it unsigned, which concluded as follows:—

"Considering the position in life and the prospects of the deceased, also the fact that the widow was left with a family of which two were under age, and being educated, the sum of \$30,000.00 would be a reasonable allowance for her and children, and I therefore allow this amount, to which should be added interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Versailles January 10, 1920, to the date of settlement."

I am of the opinion that the amount mentioned by Dr. Pugsley is fair compensation, and I would allow the claimant, Mrs. Sarah E. Chabot, \$30,000.00 with interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Versailles, January 10, 1920, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, categories (1) and (9), and I find \$30,000.00 fair compensation to the claimant, with interest as above indicated.

JAMES FRIEL,
Commissioner.

August 16, 1926.

NOTE.—At the hearing before the present Commissioner at Montreal, October 20, 1925, it was agreed by Mrs. Chabot with the representative of Hodgson, Sumner & Co. that that firm should be protected in this award to the extent of monies advanced her by them on filing proper documents which she said she would execute.

DECISION

Case 810

Re MRS. GERTRUDE E. A. DOWSLEY

Claimant is a Canadian. Her claim is on account of the loss of life of her husband, Dr. David H. Dowsley, also a Canadian, who was a passenger on the *Lusitania* when she was torpedoed and sunk May 7, 1915. Dr. Dowsley was then 65 years of age and the claimant 58. Decedent was a practising physician and surgeon in Ottawa from 1900 until the time of his death. His children were grown up and self-supporting. Information about his income declared at \$3,000.00 a year, is meagre. He left \$1,000.00 life insurance, and no other property. Claimant has been maintained by her family. Dr. Dowsley had gone to the West Indies for his health during the winter 1914-15, and without returning home sailed for England to see about his two sons who were in the fighting then going on. He sent home for surgical instruments which were sent to him to the ship, intending apparently to offer his services in a medical corps.

There is no claim for personal effects.

The claim falls within the First Annex to Section (I) Part VIII, of the Treaty of Versailles, category (1), and I find \$5,000.00 is fair compensation to the claimant, Mrs. Gertrude E. A. Dowsley, with interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty, to date of settlement.

JAMES FRIEL,
Commissioner.

April 15, 1926.

DECISION

Case 811

Re ROBERT FARROW

Claimant is a British subject, born in England, who came to Canada in 1904. He was a passenger on the *ss. Lusitania* when that ship was sunk by enemy action on the 7th of May, 1915, and claims on account of personal injuries and loss of personal effects.

He contracted muscular rheumatism from being in the water several hours in an open boat and was laid up for ten weeks. The medical record discloses some partial disability.

This claim was put in first to the British Foreign Claims Office, and by them transferred to this Commission. It seems a modest one.

I would allow the claim at the amount declared and proved, namely, \$632.88, with interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, categories (1) and (9), and I find \$632.88 fair compensation to the claimant with interest as above indicated.

JAMES FRIEL,
Commissioner.

June 29, 1926.

DECISION

Case 812

Re H. R. Frost

The claimant is a British subject born in England, who came to Canada several years ago. He was a passenger on the *Lusitania*, sunk May 7, 1915, and claims on account of loss of personal effects.

I would allow his claim at the amount declared \$445.60, with interest from the date of loss, May 7, 1915.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find \$445.60 is fair compensation to the claimant with interest at the rate of 5 per cent per annum from the date of the sinking May 7, 1915, to date of settlement.

JAMES FRIEL,
Commissioner.

DECISION

Case 813

Re Mrs. Jane Gould

This is a claim on behalf of Mrs. Gould and three children, dependents of Richard Gould one of the *Lusitania* victims.

Deceased was a British subject born in England and was 34 years old when he perished. He was employed on the ship as a boiler maker and his pay was £120 a year with keep. He left no property and had no life insurance.

The claim is for \$10,000.00, personal effects not mentioned.

The claim was brought to the attention of the British Reparation Claims Department who held that Mrs. Gould being a permanent resident of British Columbia, her claim would properly appertain to this Commission.

Richard Gould and claimant Mary Ann Martin, were married August 4, 1906, their children are: Harold Leslie Gould born August 25, 1908; Dorothy Gould born March 10, 1910, and Stanley Gould born August 30, 1911. They lived at Burk Road, Bootle, England, and were solely dependent on the earnings of the said Richard Gould who maintained them comfortably.

Mrs. Gould brought her family to Canada in April 1920 and they are living on a farm of 20 acres.

The Cunard Company pay her for herself a pension of £61-16-11 (\$303.40) per annum while she remains single and for the children £9-10 (\$46.60) each, until they attain the age of sixteen.

Mrs. Gould was 32 years old when she lost her husband.

I would allow the claim and distribute the amounts as follows:

Mrs. Jane Gould, \$4,000.00 and to each of the children \$2,000.00.

This claim falls within the First Annex to Section (1) Part VIII of the Treaty of Versailles, category (1) and I find \$4,000.00 is fair compensation to Mrs. Jane Gould and \$2,000.00 to each of the children namely: Harold Leslie Gould, Dorothy Gould and Stanley Gould all with interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Versailles, January 10, 1920, to date of settlement.

The award to the children should be paid through a guardian in each case.

JAMES FRIEL,
Commissioner.

January 23, 1926.

DECISION

Case 814

Re DUNCAN A. HANES

Claimant is a Canadian born at Huntsville, Ontario, September 13, 1882. He was a passenger on the *Lusitania* and sustained personal injuries and property losses when that ship was destroyed by enemy action May 7, 1915. The property lost was of the value of \$488.66. He was in the employ of a big wholesale hardware concern in Saskatoon and was on his way to England on their business. His salary at the time was \$175.00 per month with house rent free. He had a wife and two children, ages 5 and 3.

Claimant had always enjoyed excellent health and was doing well and had every prospect of promotion. One of his employers certified that Mr. Hanes, because of his long and continuous satisfactory services for the company, was in the way of soon filling a vacancy which would mean \$5,000.00 per year or more.

When the *Lusitania* went down, claimant went down with her and after coming to the surface swam around unconsciously. He was pulled on some wreckage where he stood in the water up to his waist all the afternoon. He was eight or ten days in the hospital at Queenstown and under special treatment at Liverpool, Bristol and London. He came home in July, 1915, and has been under medical treatment ever since.

The medical record made up of the certificates and testimony of three Canadian physicians of high standing goes to show that the shock and exposure resulted in a serious permanent impairment to claimant's health. He was unable, from ill health, to hold his position with his firm, although they seem to have given him every chance. He hasn't nerve or concentration to do business. One of the doctors, a consultant to the Pensions Board, gives claimant's incapacity at 50 per cent.

The claim as originally filed, asked for \$10,000.00 for injury to health but at the hearing in Saskatoon on August 7, 1925, claimant said he had put the damages at that amount hoping that he would improve in health and as he did not improve and has no assurance that he would, he asked leave to raise his claim to \$30,000.00.

I would allow claimant \$15,000.00 for personal injury, with interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement, and \$488.66 for loss of personal effects, with interest at the rate of 5 per cent per annum from the date of loss, May 7, 1915, to date of settlement. The amount of expenses incurred and hospital and physician fees are included in the award.

This claim falls within the First Annex to Section (1) Part VIII of the Treaty of Versailles, categories (1) and (9) and I find \$15,488.66 fair compensation to the claimant with interest as above indicated.

JAMES FRIEL,
Commissioner.

November 2, 1926.

DECISION

Case 815

Re Mrs. MABEL HENSHAW

The claimant is a British subject, a native of Ireland, who has been living in Canada since 1912. She was a passenger on the *Lusitania* sunk May 7, 1915. She was going to visit her father, a barrister-at-law, in London, with her baby, 5 months old.

She went down with the ship with the baby in her arms and the first suction killed the baby. She went down again holding the baby's body and this time the suction took the baby out of her arms. When she came up again she was swimming with her life jacket on, and was able to keep afloat for four hours until picked up by a trawler in an insensible condition. She was in a hotel under the doctor's care for three weeks, the hospitals all being full. During that time she was in an extremely nervous and exhausted condition suffering mental and physical anguish. She contracted pleurisy. Her lungs she says were water-logged, they had so much sea water in them. Her condition was weak. She was in a poor state of health for months after the accident and lost 28 pounds in weight.

After her return to Saskatoon her husband enlisted and went overseas. She then went to live in Winnipeg where she was ill and under the doctor's care. She has three children living and they are not over-healthy. The medical record refers to Mrs. Henshaw's shock from sinking of the *Lusitania* and grief for the loss of her child, injury to the muscles of her back from being thrown into the sea, and certifies partially "incapacitated for an indefinite period. Her nervous condition caused by loss of the child and accident to herself was fairly serious to a lady whose nervous condition was one of highly strung nerves at her best. The period of recovery would be a long one in my opinion."

Mrs. Henshaw had money with her to the amount of \$200.00 which she lost, with rings, watch, and clothing of herself and child, and other personal effects.

The claim is for loss of effects, personal injury, and loss of the child. The latter part of the claim cannot be allowed. It may however be taken into consideration in considering the effect of the loss of the child on the mother's mind and health. She is now in poor health and under the doctor's care.

I would allow the claimant \$500.00 for loss of personal effects with interest at 5 per cent per annum from May 7, 1915, to date of settlement, and \$4,500.00 for injury to her health, with interest at 5 per cent per annum from January 10, 1920, the date of the ratification of the Treaty, to the date of settlement.

This claim falls within the First Annex to Section (1) Part VIII of the Treaty of Versailles, categories (1) and (9), and I find \$5,000.00 is fair compensation to Mrs. Mabel Henshaw with interest as above indicated to the time of settlement.

JAMES FRIEL,
Commissioner.

March 13, 1926.

DECISION

Case 816

Re GEORGE W. HENN

Ernest George Henn and his wife Mabel Henn were second cabin passengers on the *Lusitania* and lost their lives when that vessel was attacked and sunk. They left no children. There was no life insurance or accident insurance. The body of Ernest George Henn was recovered, with his watch, money and small personal things. Decedents had with them other effects to the declared value of \$1,000.00. Ernest George Henn had been an employee in the Post Office in Winnipeg, getting a salary of about \$1,200.00 a year. He was 35 years old at the time of his death, and had been married and living in his own home, apart from his parents, for 10 years. He did not contribute to their support. His father, George W. Henn, born in 1855, was a book-keeper, and kept his own home. He died February 2, 1924, leaving a widow, Sarah Henn, and the claim is now put forward in her behalf. Her husband left no property except household furniture in his home which was apparently owned by one of his sons. The

widow is now maintained by her two remaining sons who were unmarried at the time of the hearing, August 1925. The family are English and came to Canada in 1911, except decedent who came in 1912.

Compensation should be allowed for the personal effects. As to the rest of the claim, it gets down to a consideration of what assistance the mother could reasonably expect from her son Ernest if he had been living after the death of her husband. The father made out no case as a dependent. It is very doubtful if Ernest, were he living, maintaining his own home on a probably not greatly increased salary, would assist his other two brothers much in supporting the mother, or that he would be called upon to help. However, I would recommend some compensation to the mother as a dependent, say \$2,500.00, to include the claim for personal effects.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, categories (1) and (9), and I find \$2,500.00 is fair compensation to the claimant, Sarah Henn, with interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty, to date of settlement.

JAMES FRIEL,
Commissioner.

April 16, 1926.

DECISION

Case 817

Re FREDERICK J. JOHNSON

Claimant is a British subject, born in England, who came to Canada September 1, 1904. He served 28 months overseas with the Canadian Expeditionary Forces. His claim is on account of the loss of life of his brother, Albert E. Johnson, also a citizen of Canada, who was one of the *Lusitania* victims. He was on his way to England to enlist.

The said Albert E. Johnson was by occupation a miner, and his earnings averaged \$1,000.00 a year. He was 26 years of age and unmarried. He left him surviving as next of kin in whose behalf this claim is filed, his father, William Henry Johnson, of Somerby, near Oakham, England, age 76, and two brothers Frank is Edward Johnson of Cymric, Saskatchewan, and Frederick J. Johnson, claimant. The father died June 30, 1924. At the time of the death of said Albert E. Johnson, his father then 76 was being supported and maintained by the three brothers, and as a direct consequence of the death of Albert E. Johnson the claimant, Frederick J. Johnson, was obliged to pay towards the father's support and maintenance until the time of his father's death the sum of \$750.00 over and above the amount he would have had to pay had the said brother survived.

The said Albert E. Johnson, at the time of his death, had with him or on his person a sum of money amounting to \$500.00 or \$600.00, which was lost with him. He also had personal effects of some value.

I would allow claimant \$1,300.00.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, categories (1) and (9), and I find \$1,300.00 is fair compensation to the claimant, Frederick J. Johnson, with interest at the rate of 5 per cent per annum from January 10, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement.

JAMES FRIEL,
Commissioner.

April 30, 1926.

DECISION

Case 818

Re ESTATES OF EDWARD LAWRENSON AND ELIZABETH LAWRENSON

By Ronald Hewat of Fernie, B.C., Official Administrator

Edward Lawrenson and Elizabeth Lawrenson, his wife, both British subjects born in England and domiciled in the town of Michel in the County of Kootenay were victims of the *Lusitania* disaster.

Their only child and sole heir is Margaret Ann Hunt of Newcastle, New South Wales. Letters of administration of both estates were issued to Ronald Hewat, Public Administrator, out of the Supreme Court of British Columbia on May 13, 1916, and he as Public Administrator in respect of both estates claims for loss of personal effects and moneys.

I would allow this claim at the amount declared, \$1,550.00, with interest at the rate of 5 per cent per annum from the date of the sinking of the ship May 7, 1915, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find \$1,550.00 is fair compensation in the matter of these claims, with interest as above indicated.

JAMES FRIEL,
Commissioner.

April 28, 1926.

DECISION

Case 819

Re MRS. MARTHA ELLEN MATTHEWS

This claim is by the wife and children of Robert Matthews who was one of the *Lusitania* victims May 7, 1915. Claimant was born in England, February 18, 1869, and Robert Matthews was born there July 7, 1880. They were married in England, May 27, 1901. He was then a master butcher and she was a baker. There are two children, Aileen Mary Matthews born in England, May 11, 1903, and Bertha Muriel Freda Matthews born in Moose Jaw, Sask., April 16, 1906. Matthews came to Canada in 1905 and settled at South Earl. He engaged in farming, was in real estate and did business as an employment agent. For a time he prospered, so that he could afford an allowance to his wife of \$200.00 a month to run the house, besides buying things himself. Value of his estate for administration by the Northern Trusts Company was estimated at \$22,000.00, covering farm land, city real estate, stocks and bonds. After the claims of secured creditors were settled the Administrators had about \$2,000.00 assets with which to pay nearly \$15,000.00 unsecured debts of the deceased. The widow and children received nothing. There was no life or accident insurance. Mrs. Matthews says they were very comfortable before her husband's death and that for the three years prior to his death he had been making between \$1,800.00 and \$2,500.00 a year. He was going to England to settle some business with his brother, and then join the Imperial forces, in which he hoped to get a commission. He had been an officer in the Canadian militia.

Mrs. Matthews has had a hard time since her husband's death. She had to go out to work, and was working at the time of her hearing in Regina in August, 1925. The girl, Aileen Mary was married to a Mr. Douglas Baker, and the other girl, Bertha, was working in a store in Moose Jaw. They both had to go to work at 16.

At the time Robert Matthews sailed he was a young, healthy and active man, and it is not unlikely that if he had lived he would have saved some of his properties, for instance, his farms. His body was recovered and buried at Queenstown. There is no claim for personal effects.

I would allow the widow, Mrs. Martha E. Matthews, \$8,000.00, and each of the daughters \$4,000.00.

The claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (1), and I find \$8,000.00 is fair compensation to the claimant, Mrs. Martha Ellen Matthews, \$4,000.00 to Aileen Mary (Mrs. Douglas Baker), and \$4,000.00 to Bertha Muriel Freda Matthews, daughters, with interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty, to date of settlement.

JAMES FRIEL,
Commissioner.

April 16, 1926.

DECISION

Case 820

Re MRS. JEANETTE MORRISON

Claimant is a Canadian and claims on account of the loss of life of her husband, Kenneth John Morrison, who was a passenger on the *Lusitania* when that ship was sunk by enemy submarine, May 7, 1915. He was on his way to England on a business trip.

Decedent for some years prior to his death was owner and manager of a factory at the city of Vancouver, for the manufacture of nails and wire products. The business was very successful and yielded, during the five years immediately preceding his decease, an average yearly income of the sum of \$25,000.00. He was in good health, strong and active. He left an estate probated at \$22,850.00, and \$10,000.00 life insurance.

The record is not at all clear as to what was the actual value of his estate after payment of debts or claims against it, and I am assuming that he left some substantial estate.

His dependents at the time of his death were the claimant, aged 49, Albert Henry, 20, Donald McKay, 18, sons, and Margaret Grant, 6 months, daughter. The boy Albert Henry, was killed in action in France after the death of his father.

I would allow Mrs Jeanette Morrison, the claimant, the sum of \$25,000.00, to Donald McKay, \$5,000.00 and to Margaret Grant, \$10,000.00, all with interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (1) and I find \$40,000.00 is fair compensation, with interest as above indicated.

JAMES FRIEL,
Commissioner.

May 10, 1926.

DECISION

Case 821

Re MRS. MARGARET McCORMICK

Claimant is a British subject born in France, her father being Irish and her mother French. She has been in Canada since a child.

Her mother, a servant with some family, was lost on the ss. *Lusitania*, when that ship was sunk by enemy submarine May 7, 1915. There is no dependency shown and the evidence is not very clear.

I would, however, make an allowance for the personal effects of the deceased, \$300.00. She seems to have been an only child and the whereabouts of the father are unknown.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9) and I find \$300.00 fair compensation to the claimant, with interest at the rate of 5 per cent per annum from the date of the sinking, May 7, 1915, to date of settlement.

JAMES FRIEL,
Commissioner.

August 2, 1926.

DECISION

Case 822

Re HUGH MACFADYEN

Claimant is a Canadian born in Galt, Ontario, August 29, 1890. He was a passenger on the ss. *Lusitania* when that ship was sunk by enemy submarine May 7, 1915, and claims for loss of personal effects, and money and on account of personal injury. Claimant was a machinist, and was on his way to Scotland to visit relatives and probably, as he says, to join the Flying Corps. As a result of injuries received when the ship was sunk he claims he is incapacitated from continuing in his trade as machinist. He worked as a hotel clerk when he came back from England in October, 1915, married and has one child. His wife died. At the time of the hearing, of his case, he was working as a clerk in a tobacco store. The medical report dated April 4, 1922, gives him 25 per centage of incapacity at that date as a result of such injury and as to the probable duration of such incapacity, it states—"It depends on his willingness and incentive to co-operate".

Considering that record and claimant's general appearance, I do not think he was very severely incapacitated for work and I would allow him the sum of \$1,000.00 on that head with interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Versailles, January 10, 1920, to date of settlement, and as to the value of personal effects and money lost, the evidence was not very satisfactory but I think \$400.00 will cover that part of the claim, with interest at the rate of 5 per cent per annum from the date of the sinking, May 7, 1915, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, categories (1) and (9) and I find \$1,400.00 fair compensation to the claimant with interest as indicated.

JAMES FRIEL,
Commissioner.

August 3, 1926.

DECISION

Case 823

Re Mrs. FANNIE E. MARSHALL

Claimant is a British subject born in England who came to Canada in 1907. She was a passenger on the ss. *Lusitania*, when that ship was sunk May 7, 1915, and claims on account of loss of personal and household effects and money.

I would allow the claim at the amount declared and proved, namely \$511.75, with interest at the rate of 5 per cent per annum from the date of the sinking, May 7, 1915, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9) and I find \$511.75 fair compensation to the claimant, with interest as above stated.

JAMES FRIEL,
Commissioner.

August 5, 1926.

DECISION

Case 824

Re JOHN LAMBERT

Claimant is a Canadian born in Rockport, Ont., in 1884. While he has been living in the United States for some years, he has not lost his Canadian citizenship. He works on farms and state road work and swears that upon the conclusion of his work in the United States, it is his intention to return to Canada.

Claimant's wife, Delia Lambert, aged 25, and his son, William Patrick Lambert, aged 6, lost their lives when the ss. *Lusitania* was sunk by enemy submarine May 7, 1915. Claimant's other child, a girl, had died previously. Mrs. Lambert and the boy were going to Ireland to see her mother.

She was a strong healthy woman and the boy was a promising healthy child.

Mrs. Lambert had about \$500.00 in money with her and wearing apparel worth about \$250.00.

The bodies were not found.

Claimant says he works for daily wages and the loss of his wife and child was a great blow to him as she was a willing worker and helpmate. She had saved enough money for the trip to Ireland.

I would allow claimant \$3,000.00 on account of the loss of his wife, with interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement and in his capacity as administrator of her estate I would allow him \$750.00 on account of the money lost and personal effects, with interest at the rate of 5 per cent per annum from the date of loss, May 7, 1915, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, categories (1) and (9) and I find \$3,750.00 fair compensation to the claimant with interest as above indicated.

JAMES FRIEL,
Commissioner.

August 9, 1926.

DECISION

Case 825

Re FRANK H. SWEET

Claimant is a British subject and native of England who has resided in Canada since about 1912. He was a passenger on the ss. *Lusitania* on his way home to England to visit his parents before enlisting in the Canadian forces. He had with him his personal effects and all his belongings with the intention of leaving with his people what he would not need. All said effects and goods were lost.

I would allow this claim at \$700.00.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9) and I find \$700.00 is fair compensation to the claimant with interest at the rate of 5 per cent per annum from the date of the sinking of the vessel, May 7, 1915, to date of settlement.

JAMES FRIEL,
Commissioner.

January 13, 1926.

DECISION

Case 826

Re THOMAS SANDELLS, DECEASED

Claimant is now dead. He was a British subject born in England and resident and doing business in Winnipeg for many years. He was a passenger on the ss. *Lusitania* sunk by enemy submarine May 7, 1915, and claimed originally (December 3, 1918) for loss of cash and personal effects only. (December 23, 1921) he claimed for injury to health, declaring that when the ship was sunk he received a blow in the mouth which ultimately caused cancer. He did have cancer of the tongue in 1921 and underwent an operation which was not successful and he died March 9, 1922.

He left a will under which his widow Esther Sandells is sole beneficiary. She was granted administration with the will annexed, by the Surrogate Court of the Eastern Judicial District of the Province of Manitoba.

There is nothing in the medical record to show that the disease was contracted from anything which happened to the decedent at the time of the disaster. The doctors declined to certify the cause. The claim in that respect will have to be disallowed, but I do allow for the money lost and the personal effects in the amount declared \$1,000.00, with interest at the rate of 5 per cent per annum from the date of loss May 7, 1915 to date of settlement.

This claim, in so far as personal effects is concerned, comes within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9) and I find \$1,000.00 fair compensation to Esther Sandells, Administratrix, with the will annexed, of the Estate of Thomas Sandells, deceased, with interest as indicated.

JAMES FRIEL,
Commissioner.

March 19, 1926.

DECISION

Case 827

Re SOREN SORENSEN

Claimant is a naturalized British subject. He was a passenger on the *Lusitania*, when that ship was attacked and sunk and claims for loss of personal effects.

I would allow his claim for loss of personal effects and some money lost and expenses incurred in England.

I would allow the claim at the amount declared \$573.00, with interest at the rate of 5 per cent per annum from the date of the sinking, May 7, 1915, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9) and I find \$573.00 is fair compensation to the claimant with interest as above indicated.

JAMES FRIEL,
Commissioner.

April 24, 1926.

DECISION

Case 828

Re GEORGE SMITH

Claimant is a British subject and native of Scotland who came to Canada in 1904. He was a passenger on the *ss. Lusitania* when that ship was torpedoed and sunk off the South Coast of Ireland May 7, 1915, and lost his kit of carpenters tools and all his clothing and personal effects and his claim is on that account.

I would allow this claim at the amount declared, \$354.00, with interest at the rate of 5 per cent per annum from the date of the loss, May 7, 1915, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9) and I find \$354.00 is fair compensation to the claimant, with interest as above indicated.

JAMES FRIEL,
Commissioner.

April 28, 1926.

DECISION

Case 829

Re WILLIAM SMITH

Claimant is a British subject born in England in 1882. He came to Canada in 1911. At the time of the war, he was a police sergeant. He served for four years with the Canadian Expeditionary Force and was severely wounded and incapacitated. Shortly before he sailed with the troops, his wife left for England, sailing on the *Lusitania*, and she was one of the victims of that disaster. Her body was recovered and was buried by claimant in Queenstown, Ireland. There were no children. Decedent was 30 years of age. She had money, and personal and household effects with her to the value of \$1,160.00 and £10-0-0 of the money was found on the body and some of her jewelry.

Claimant, owing to his physical condition, suffered much by the loss of his wife, who would have been able to give him assistance and the special care and attention he will greatly need for the rest of his life.

I would allow his claim in full on account of the loss of his wife, namely, \$5,000.00, with interest from the date of the ratification of the Treaty of Versailles, January 10, 1920, at the rate of 5 per cent per annum to date of settlement, and \$1,100.00 on account of the loss of personal effects, property, and money, with interest from the date of the sinking, May 7, 1915, at the rate of 5 per cent per annum to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, categories (1) and (9) and I find, \$6,100.00 fair compensation to the claimant, with interest as above indicated.

JAMES FRIEL,
Commissioner.

August 5, 1926.

DECISION

Case 830

Re Mrs. MARY SIDWELL

Claimant, a British subject resident in Canada, is the widow of George Sidwell, also a British subject, one of the ss. *Lusitania* victims. Decedent had been a church organist and music teacher and had acquired some degree of success as a composer. Several of his compositions caught public appreciation and he gave up the organist position and stopped teaching, devoting himself to composing and publishing music and popular songs. He was on his way to England to complete arrangements for the publication there, of songs and other compositions. He had with him, manuscripts, plates and copyrights of considerable value.

Sidwell was nearly 49 at the time of his death. He left him surviving, his widow, the present claimant, aged 47, and eleven children, aged respectively, 23, 21, 20, 19, 15, 13, 12, 10, 9, 8 and 10 weeks.

Mrs. Sidwell claimed in her declaration, that his average yearly income for the 5 years preceding his death, was about \$2,000.00. At first it had been small.

There is on file with the claim of Hugh H. Nelson, a document showing that Sidwell had, on December 24, 1913, borrowed \$400.00 and covenanted to repay the same with interest and give Nelson one-half of the profits on his compositions and publications. Nelson states that Sidwell had earned \$7,300 in the five years preceding his death. He left no property and only \$500.00 life insurance. Claimant swears her husband was to get \$2,000.00 for one song which he had sold in England, the manuscript of which was lost with him, together with other valuable manuscripts.

At the time of his death, two of the sons were serving overseas, (one served for four years and the other for five). Two of the girls were earning enough to keep themselves.

I would allow the full amount claimed, namely, \$15,000.00, distributed as follows: the sum of \$8,000.00 to the claimant, Mary Sidwell, and \$1,000.00 each, to the seven youngest children, namely, Marjory, Edith, Alex, Kathleen, John, Frank, and Marian, with interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement.

This claim falls within the First Annex to Section (1) Part VIII of the Treaty of Versailles, categories (1) and (9) and I find \$15,000.00 fair compensation with interest as above indicated.

August 6, 1926.

JAMES FRIEL,

Commissioner.

DECISION

Case 831

Re HARRY THURSFIELD

The claimant was born in England and has lived in Canada since 1910. He states his claim this way:—

"My sister, Gertrude Walker, was a passenger on board the ship *Lusitania* when the said ship was torpedoed by German sailors, whereupon the said Gertrude Walker was drowned at sea. The health of my father, Alfred Thursfield, who was of delicate constitution, was thereby so affected that he died shortly afterwards. I was thereby deprived of the benefit of the comfort and society of my said sister and of my said father."

Examined before the late Commissioner, he said he was not in any way dependent on his sister, that he did not receive anything from her. She was married and at the time of her death was about to have a child. The Commissioner explained to him that as he (the claimant) was not dependent on his sister and did not receive anything from her and could not reasonably anticipate receiving anything from her, at any time in the future, he could have no claim under the Treaty, which in a case of this kind recognizes only "dependents". The mere fact of losing the society or companionship of his sister would not be grounds for a claim. Her father was dependent, but his claim died with him. The claim does not come within any of the categories of Annex (I) to Part VIII of the Treaty of Peace.

There were personal effects. Gertrude Walker was accompanied by her husband, John Walker, on the ship, who, too, was lost. His father and mother lived in England, and he was going there to work in the shipyards. He was physically unfit for military service. He was 28 years old and Mrs. Walker was 26 years old.

The claimant knows they had money with them to the amount of \$500.00. They were travelling second class.

The late Commissioner thought that the claimant could take out administration and claim on account of the personal effects and money lost, but claimant was not able to give any evidence as to the value of the personal effects. Should claimant or any qualified resident of Canada take out administration, I would recommend payment of \$1,000 for money and personal effects lost, with interest from May 7, 1915.

Mrs. Gertrude Walker is described in the claim filed as a finisher of dresses, employed by a Toronto firm.

JAMES FRIEL,
Commissioner.

January 9, 1926.

DECISION

Case 832

Re CHRISTMAS RICHARD THOMAS,

Administrator of the Estate of Ernest Thomas

Claimant is a British subject, born in Wales, resident in Winnipeg since 1911. Ernest Thomas, brother of the claimant, and his wife, Mary Ann Thomas, were passengers on the *Lusitania* when that ship was sunk by enemy submarine May 7, 1915, and lost their lives.

The claim is for personal effects and I would allow it at the amount declared, \$1,846.00, with interest at the rate of 5 per cent per annum from the date of loss, May 7, 1915, to date of settlement.

This claim falls within the First Annex to Section (I), Part VIII of the Treaty of Versailles, category (9), and I find \$1,846.00 is fair compensation to the claimant, with interest as indicated.

JAMES FRIEL,
Commissioner.

March 19, 1926.

DECISION

Case 833

Re Mrs. HANNAH URQUHART

Claimant is a British subject, born in Inverness, Scotland, and came to Canada in 1912. She claims on account of the loss of her sister, Christine Fraser Campbell, one of the *Lusitania* victims.

Decedent had been working in Canada five years and was going home to visit her parents, who both died soon after over the shock.

There is no dependency established, but decedent had money with her and personal effects of considerable value, and her next-of-kin in Canada would be entitled to compensation for their loss.

I would fix the amount of that loss at \$1,000.00.

Those interested seem to be: the claimant, Hannah Urquhart, of Calgary; Frances Sutherland, Adanac, Sask.; and Mabel Dickie, of Toronto, sisters.

This claim comes within the First Annex to Section (I), Part VIII of the Treaty of Versailles, category (9), and I find \$1,000.00 is fair compensation to the claimants, Hannah Urquhart, Calgary; Frances Sutherland, Adanac, Sask.; and Mabel Dickie, of Toronto, and any other brothers or sisters in Canada, with interest on this amount at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Versailles, January 10, 1920, to date of settlement.

JAMES FRIEL,
Commissioner.

April 26, 1926.

DECISION

Case 834

Re CHARLES F. WARING, Winnipeg, Man.; EDNA GERTRUDE WARING, WIFE OF O. BERRY, ———, WIFE OF JOHN BARRY HARRISON

Claimants are all Canadians. Their father, Charles Waring, was one of the *Lusitania* victims when that ship was sunk by enemy submarine May 7, 1915. He was 47 and was on his way to his old home in England having lost his wife in January, 1915, and being considerably broken up in health. He was earning about \$1,500.00 a year as manager for a wholesale and retail grocery concern.

Decedent left three children, Charles Waring then aged 16 and partly keeping himself, Edna Gertrude Waring, 18, and ——— 20, both girls entirely dependent on their father: all living together at home. It was a rented home, modestly furnished, apparently, and when the father was lost the home was broken up. The boy enlisted. Edna Gertrude married and went overseas with her husband who was on General Steele's staff. ——— now Mrs. John Barry Harrison lived with her fiance's sister, until September when she was married and her husband went overseas.

The claim is for \$1,000.00 on account of money and personal effects lost, \$5,000.00 on account of some health insurance with an American Company whose Head Office was in Kansas City, Mo. This insurance was not effective outside of American water and was no good. It would not be a proper element for damages anyhow and that part of this claim is disallowed.

The sum of \$4,000.00 is claimed on account of loss of decedent's life. I would allow it with interest from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, at the rate of 5 per cent per annum to

date of settlement, together with \$1,000.00 for money and personal effects lost when the deceased was drowned, with interest from the date of the sinking, May 7, 1915, at the rate of 5 per cent per annum to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, categories (1) and (9) and I find \$5,000.00 is fair compensation to the claimants with interest as indicated.

JAMES FRIEL,
Commissioner.

March 19, 1926.

DECISION

Case 835

Re CLAIM OF HAROLD M. DALY

Mr. Daly was a passenger on the *Lusitania* when that ship was sunk by the enemy, May 7, 1915.

He claims on account of loss of personal effects. The claim was heard by the late Commissioner who indicated that he would allow it at the amount declared \$487.85.

I approve of his award and would add interest at 5 per cent per annum from the date of the loss to the date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9) and I find that \$487.85 is fair compensation to the claimant with interest as above indicated.

JAMES FRIEL,
Commissioner.

November 4, 1926.

DECISION

Case 836

Re MRS. ANNIE LOUISE ELLIOTT

Claimant is a British subject. She and her husband, Arthur Elliott, also a British subject, were passengers on the ss. *Lusitania* when that ship was sunk May 7, 1915, and the husband lost his life. Upon his death, she was left practically without means. She has one child, Helen L. Elliott, born posthumous. She has a position in Ottawa. He left no property and left no life insurance.

The claim is for the loss of life of her husband, \$20,000.00, and loss of personal effects, \$1,877.00. There is a detailed list of effects on file. There was no insurance.

This claim was heard by the late Commissioner, who left an unsigned judgment in the matter which reads as follows:—

"Mrs. Elliott stated that her husband was an electrician and had only been married four months, so that she could not give any particulars as to his earning capacity. She thinks that his earning average would be about \$1,200 per year, as a regular salary but made some additional income as profits as a result of contracts. Mrs. Elliott states that on the death of her husband she was left without any means. In describing the sinking of the vessel when it was torpedoed, Mrs. Elliott says she jumped overboard, when she came to the surface the vessel had disappeared and she succeeded in seizing an upturned boat. She was picked up by a patrol boat and taken to Queenstown. Her husband was drowned. She lived in England for two months when she returned to Canada, shortly after her child was born. She suffered greatly from shock, and was quite ill for some time after the disaster. She received treatment from the doctor for two years. Mrs. Elliott is now completely recovered and makes no claim for personal injuries to herself. Her husband was

engaged with his brother, an electrical contractor in Calgary. He was 30 years of age at death and was in good health. The claimant was born in 1890, therefore at the time of death of her husband she would be 25 years of age. In view of the fact that the claimant's husband was a young man, evidently doing good business with reasonable prospects of good income in the future and that the claimant is a young woman and left with one child which she is obliged to support herself, I think that there should be a substantial allowance; if, however, she should receive \$15,000, this would, invested at 5 per cent, give her \$750.00 per year and at death the money would be available for her child. I think this would be a reasonable and fair amount to allow, and fix the amount at \$15,000. With regard to the personal effects, the claim is for both which belonged to her husband and which belonged to herself, although legally in order to recover in respect of her husband's effects, she would have to take out an administration on her husband's estate. The only item upon which I think it necessary to remark in considering the claim for loss of personal effects, is the amount of cash which the claimant states her husband had on his person—\$600. She says he had that when he left New York and had it on his person when he went down, and I have no reason to doubt the correctness of her statement. By reason of the circumstances under which the personal effects were lost, I realize that it is comparatively easy to exaggerate claims in these respects, but it should be borne in mind in this case that the claimant and her husband were in fairly good circumstances, he having apparently an excellent position and was earning big money, and also that it is clear from the evidence that had she chosen to do so, she might have urged with reasonable justice, quite a large claim for personal injuries and this she had not done and I think that her statement in this respect should be taken into consideration by me and, I, therefore, conclude that the claim for personal effects which include both her own effects and those of her husband, is fair and reasonable and I allow the total claim at \$16,877.00, and to which I think should be added interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement."

I approve of this decision, except on the award for personal effects, I would allow interest at the rate of 5 per cent per annum from the date of loss, May 7, 1915, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, categories (1) and (9) and I find \$15,000.00 fair compensation to the claimant, for the loss of her husband, with interest at the rate of 5 per cent per annum, from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement, and \$1,877.00 fair compensation to the claimant for the loss of personal effects, with interest as above stated.

JAMES FRIEL,
Commissioner.

November 4, 1926.

DECISION

Case 837

Re Wm. R. G. Holt

Claimant is a Canadian. He was a passenger on the *Lusitania* when that ship was sunk and he claims on account of loss of personal effects. He was exposed in the water for some time when the ship was torpedoed but makes no claim for any personal injury. There was no war risk insurance.

The claim was before the late Commissioner who noted it for allowance at the amount declared with interest and I allow the interest from the date of loss, at 5 per cent per annum.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9) and I find that \$600.00 is fair compensation to the claimant with interest as above indicated.

JAMES FRIEL,
Commissioner.

November 12, 1926.

DECISION

Case 838

Re ESTATE OF KATHLEEN SAUNDERS HAMMOND
National Trust Company, Limited, Administrator

Deceased was a British subject, the wife of Frederick Sidney Hammond, of Gananoque, and the City of Kingston, Ontario, Stock Broker, and their permanent place of residence was in the City of Toronto. In the month of May, 1915, the said Kathleen Saunders Hammond left Canada with her said husband for England with the intention of her husband entering the military service, but it was not their intention to take up permanent residence in England.

They were passengers on the *Lusitania* and the said Frederick Sidney Hammond lost his life when that ship was sunk May 7, 1915. The said Kathleen Saunders Hammond continued her journey to England, after the death of her husband and resided there temporarily until June 10, 1919 when she returned to Canada. On July 19, 1919 she went to Saranac Lake, in the State of New York, for medical treatment and remained there until the date of her death September 22, 1919.

The claim is for personal effects lost when the ship was sunk. It was made up by an official of the trust company from information furnished by the mother of the deceased Mrs. Hammond. The record indicates that there was no insurance on the lost property. I think that the claim as submitted will stand some reduction in the amount.

I would allow the claim of \$3,800, with interest at 5 per cent per annum from the date of loss.

This claim falls within the First Annex to Section I, Part VIII of the Treaty of Versailles, category 9 and I find \$3,800 fair compensation for the claimant, with interest as indicated from the date of loss to the date of settlement.

JAMES FRIEL,
 Commissioner.

December 1, 1926.

DECISION

Case 839

Re LADY MARGUERITE ETHEL ALLAN

Claimant is a Canadian, the wife of Sir Hugh Montague Allan, of the City of Montreal. She was a passenger with her three children on board the *Lusitania* when that ship was torpedoed by enemy submarine and sunk May 7, 1915. Two of the children were lost, one being saved with the claimant. Lady Allan herself was severely injured in the sinking of the ship. She sustained a fracture of the left hip, a fracture of the collar bone and several wounds in the right leg and knee. She was in the water for several hours and suffered much from exposure. The medical record is to the effect that she will not recover from the nervous shock. Her left leg was made slightly shorter than the right. It also goes on to say that her expectation of life is shortened. Claimant was in perfect health before sailing. She claims for personal injury and on account of the loss of personal effects she had with her consisting of clothing, jewelry and other articles, including the personal effects of the three children. She had with her 18 trunks, 3 dressing bags and a hold-all and was attended by two maids.

There is a claim also for special expenses resulting from the disaster. There was no war risk insurance on the property lost.

This case was before the late Commissioner at Montreal in September 1923. Claimant was not personally present. She was then travelling in Europe to regain her health as much as possible.

Dr. Pugsley noted the case for allowance and compensation as follows:—

For personal injury	\$25,000 00
For loss of personal effects	20,000 00
On account of special expenses disbursed	3,573 20
Total	\$48,573 20

In awarding compensation he usually allowed interest from January 10, 1920, the date of the ratification of the Treaty of Versailles. I assume he would have done so in this case.

This claim falls within the First Annex to Section I, Part VIII of the Treaty of Versailles, categories (1) and (9) and I find \$48,573.20 fair compensation to the claimant with interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty (January 10, 1920) to date of settlement.

JAMES FRIEL,
Commissioner.

December 16, 1926.

DECISION

Case 840

Re ANDREW T. BURDON, ELIA BURDON

Claimant is a British subject born in England in 1887. His wife and son, Robert P. Burdon, 15 months at the time, were second class passengers on board the *Lusitania* when that ship was sunk by enemy submarine, May 7, 1915.

Mrs. Burdon suffered personal injury for which claim is made and also for effects, money and other property lost in the ship. There was no insurance on such property.

As to the personal injury, the medical report filed with the declaration of claim, December 19, 1921, states in reference to the nature of the injury—“Almost drowned before being picked up. No particular injury but suffered from ‘shock.’” “Patient jumped with others from sinking ship. Totally incapacitated for 18 months, partially 6 months.” As to the then present percentage of incapacity, the answer is “None”. Also as to injury to sight or hearing the answer is “None”.

Mrs. Burdon and her boy were returning home to England to live there. The family had come to Canada in 1913.

Mrs. Burdon was overboard but not in the water very long. She was taken out unconscious with some injury to her hip. She says the real injury was shock and nerves. She did not have medical attention at Queenstown, but a physician attended her at Newcastle-on-Tyne, when she reached home four days afterwards. She remained in England ten weeks, during which she was in two zeppelin raids. She then came back to Canada. The injury to her hip is not very serious.

Mrs. Burdon has three children born since the disaster. Before the disaster she had been run down in health by the birth of the child, but apart from that everything was all right. She was in very bad shape when she returned to Canada. The zeppelin air-raids would be a further shock to her.

Mrs. Burdon was 24 years of age at the time of the catastrophe.

Claimant is an accountant in the Queen's Hotel in Montreal. He states his wife has a leaking valve in the heart which one of the doctors attributes to the shock. There is no medical evidence submitted of this. The only medical record being the certificate above referred to by A. D. Faulkner, L.R.C.P. & S., Edin.

This claim was heard before the late Commissioner at Montreal in June, 1923, who noted it for allowance for personal injury—\$7,500.00 which I think too much. He also allowed \$3,000.00 on account of the loss of personal effects and money and which I think amply covers those damages. I would allow interest at the rate of 5 per cent per annum on that amount from the date of loss, May 7, 1915, to date of settlement.

As to the injury to health, I think \$3,000.00 would be fair to allow with interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, categories (1) and (9) and I find \$6,000.00 fair compensation with interest as above stated.

Compensation should be paid to Mrs. Ella Burdon.

December 16, 1926

JAMES FRIEL,
Commissioner.

DECISION

Case 841

Re MRS. EMMA WRIGHT (DAVIS)

Claimant is a British subject, born in Ireland, who came to Canada many years before the war. She was a passenger on the SS. *Lusitania* in the employ of Sir Hugh and Lady Allan, as maid, when that ship was sunk, May 7, 1915. She was going to be married on her arrival in Ireland and had made preparations, as regards clothing, etc. She claims on account of personal injury and for loss of effects and money.

Claimant remained on the ship until she sank and she was taken out of the water on a life boat. She was bruised and hurt considerably from shock, and had to pay doctor's bills, and for several years afterwards has been subject to nervousness since the disaster. She makes no direct claim for the personal injury, except to be compensated for medical expenses incurred and other disbursements of that nature.

I would allow the amount claimed in respect to doctor's bills, \$500.00 with interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty, January 10, 1920, to the date of settlement, and \$1,000 for the loss of personal effects and money with interest at the rate of 5 per cent per annum from the date of loss, May 7, 1915, to date of settlement.

December 15, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 842

Re MRS. MARIE ZOE LACHANCE EMOND

Claimant is a Canadian. Her husband also a Canadian, aged 46 at the time of the disaster, was a passenger on the ss. *Lusitania* and went down with that ship when it was sunk May 7, 1915. He left a widow, the above named

claimant, aged 46 at the time, and a daughter by a former marriage, named Marie Delina Vilmina Bella, born August 1, 1892. Deceased had been a trusted employee of a big wholesale house in Montreal and was on a business trip abroad as buyer. His salary at the time was \$2,200.00 but his prospects for advancement were good and it is stated had he lived, that in the course of three years, he would have been earning \$5,000.00 and would likely have been taken into the firm. The prospective advancement is probably exaggerated. Decedent left personal property to the value of \$6,000.00 and Life and Accident Insurance to the value of \$11,000.00. He left a will, by which after the payment of some small legacies, his residuary estate was divided equally between his widow and daughter. The insurance was apparently left to them. The daughter is a married woman.

The Medical Record discloses that claimant was weak before the disaster and the shock caused by her husband's death aggravated her condition and caused the progress of the disease of acute tuberculosis from the lungs to the joints. She was predisposed, before the disaster, by rheumatism, to be a victim of tuberculosis. She has been bed-ridden since and cannot walk. She is maintained by the interest on the \$17,000.00 estate and insurance, left by her late husband.

There is no claim on behalf of the daughter, now Mrs. Paul H. Falardeau. Mrs. Emond will be completely disabled during life.

This case was heard before the late Commissioner who was not satisfied that the condition of the claimant was caused by the shock and thought it was rather the result of the illness which she was suffering from as early as 1914. I am of the same opinion. I do not see that compensation could be allowed her anyhow for shock over the disaster but her condition calls for consideration when we come to fix compensation for the loss of her husband.

There is no claim on account of the loss of money or personal effects the claimant had with him.

I would allow claimant \$10,000.00 compensation, together with interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (1) and I find \$10,000.00 fair compensation to the claimant, with interest as above indicated.

JAMES FRIEL,
Commissioner.

December 11, 1926.

DECISION

Case 843

Re FLORENCE J. STEWART

Duncan Stewart, a Canadian, and buyer for the James Coristine Company, Limited, Montreal, was a passenger on the ss. *Lusitania* and lost his life when that ship was sunk by enemy submarine May 7, 1915. He was on his way to Europe on business for his employers. He was then 52 years of age. He left surviving him, his widow the present claimant aged 53 and three daughters, Florence Evelyn 21, Ethel Mary 17 and Marian Slessor 10. There was a brother living with decedent, who was without means and an invalid and whose support fell on claimant. He died about one year after the sinking of the *Lusitania*. For about one year previous to his death, Duncan Stewart was making \$2,000.00 per year, and previous to that he was a Commission Merchant or Manufacturer's

Agent on his own account and was making about one thousand dollars a year net. He left practically no estate but had left an accident insurance to the amount of \$20,990.00. He owed a firm of brokers \$2,500.00. There was a sum of \$5,000.00 settled on claimant by their contract of marriage reducing the estate to about \$13,600.00. Claimant had an income of her own of \$1,000.00 per year. After his death she had to sell her house and buy a smaller one.

Decensed at the time of his death was in good health and had prospects of increased salary and bonus.

At the time of the filing of the declaration, December, 1921, the daughter Florence Evelyn was married.

This claim was heard before the late Commissioner at Montreal, in June, 1923, who noted it for allowance at \$15,000.00 which amount I assume was intended to cover compensation to the younger daughters dependent on their father at the time of his death.

I think the amount awarded large enough to cover dependency taking also into consideration there was no claim for personal effects.

I agree with this award, and would add interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (1) and I find \$15,000.00 fair compensation, with interest as above indicated.

JAMES FRIEL,
Commissioner.

December 14, 1926.

DECISION

Case 844

Re CHARLES F. STURDY

Claimant is a British subject, born in England, who came to Canada in 1907. He was a passenger on board the ss. *Lusitania* at the time that ship was attacked and sunk by enemy submarine, May 7, 1915. He lost all his personal effects and money he had with him and he suffered severely from shock, having been in the water for three hours before rescued. He was badly bruised by being knocked against the row boat.

He claims for the loss of personal property and money and on account of injury to health. Claimant at the time was a buyer for Henry Birks & Sons Limited, Montreal, and was on a trip abroad on their business. The shock it is claimed effected his kidneys very badly. The doctor who attended him is dead. Later he was operated on by another doctor twice for stone in the bladder and afterwards it was necessary to remove one of his kidneys. Dr. R. E. Powell thinks that it is only fair to assume that the injury he suffered was the cause of the formation of the stones, although he cannot possibly swear to it. They do know that direct injury does cause the formation of such stones. The second operation was required and the kidney had to be removed. The remaining kidney shows traces of Bright's disease. Life insurance has been refused claimant on that account. Claimant will always have a meagre chronic Bright's disease which, while not alarming, gives a sufficient prospective shortness of his life that insurance companies will not take him as a risk. This claim was heard by the late Commissioner in Montreal in June, 1923, who noted it for allowance at \$5,000 the amount claimed for injury to health and \$2,250.00 for loss of property, both with interest.

I would allow the interest on compensation for loss of property from the date of loss, May 7, 1915, at the rate of 5 per cent per annum to the date of settlement and on account of injury to health, with interest at 5 per cent per annum from date of the ratification of the Treaty of Versailles, January 10, 1920, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, categories (1) and (9) and I find that \$7,250.00 fair compensation with interest as above indicated.

December 14, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 845

Re ANNIE H. WALKER

Claimant is a British subject, born in Scotland, who came to Canada in 1915. She was a first-class passenger on the ss. *Lusitania* when that ship was sunk, May 7, 1915, being in the employ of Sir Montague and Leiy Allan as a maid. She claims for loss of personal effects and money.

Her case was heard by the late Commissioner at Montreal in September, 1923, who noted the claim for allowance at \$1,500 and interest, with which assessment I agree, and would have the interest run from the date of loss.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9) and I find \$1,500.00 fair compensation to the claimant with interest at 5 per cent per annum from the date of loss, May 7, 1915, to date of settlement.

December 15, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 346

Re ESTATE OF THOMAS BODELL

Frank Saunders, Administrator

Thomas Bodell, was a British subject born in England, in 1884, and his wife Florence Bodell, also a British subject born in England in 1890, and their son, Stanley Bodell, born in Toronto in 1912, were passengers on the SS. *Lusitania* when that ship was sunk and went down with the ship.

Thomas Bodell had been a brass worker and manager of a business place in a small way in the City of Toronto and had sold out his business and home and was going back to England with his family to live there.

Besides their personal effects, he had with him \$1,000.00 in Canadian money and gold. He had also brass working tools with him at an estimated value of \$500.00. Mrs. Bodell wore a fur coat and both she and her husband were well furnished with clothes and personal effects.

~~Neither Thomas Bodell or Florence Bodell left any dependents in Canada.~~ A claim of dependency was set up for the father of Thomas Bodell living in England and apparently maintaining himself, who states in a declaration made by him and dated September 28, 1923, that he, the son, was in the habit of sending him an allowance and declares that his son was going back to England to live with him and help maintain him.

The claim of Thomas Frederick Bodell is one for the British Reparation Claims Department. Mention was made of dependency on the part of Mr. and Mrs. John Saunders, relatives of Florence Bodell and the claim was presented to the British authorities which was dealt with by them.

I take it that the claim of Thomas Frederick Bodell, would be in the same position and that this Commission would have no authority to entertain it.

The case was heard by the late Commissioner at Toronto in October, 1923, and he made an award of \$1,500.00 on behalf of the father and \$1,500.00 on behalf of the estate making in all a total of \$3,000.00.

For the reasons I have just given, I cannot approve of the award to the father who is not a Canadian national and as far as the record shows, was never domiciled in Canada.

I think the award for \$1,500.00 for the personal effects and money lost with the deceased is small and I would increase it to \$2,000.00 and allow interest at the rate of 5 per cent per annum from the date of loss to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9) and I find \$2,000.00 fair compensation to the estate of the late Thomas Bodell, with interest as above indicated.

JAMES FRIEL,
Commissioner.

January 12, 1927.

DECISION

Case 847

Re MRS. LAURA MARY GALBRAITH

This claim and the decision thereon of the late Commissioner were brought to my notice when I commenced dealing with other *Lusitania* claims and claims of like nature. I have been asked to deal with the case.

Dr. Pugsley's award is as follows:—

1. For personal effects, less share of insurance.	\$ 1,210 00
2. As dependent for loss of life of her mother.	20,000 00
3. For personal injury to herself.	15,000 00
4. For medicine, medical attention and nurse.	1,100 00
	\$37,310 00

with interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Versailles, to the date of settlement.

If there is to be anything like uniformity in these assessments, this decision will have to be reviewed.

The award to claimant as a dependent is based on the assumption that she would have got more from her mother if decedent had survived, and that calls for a more careful consideration of the provisions and effect of the will, which was executed April 29, 1915, very shortly before the testatrix and her daughter sailed. We may fairly assume that in it, Mrs. Ryerson made every provision for her daughter that she intended to make. The claimant received immediately, all her mother's belongings, except one ring, her watches, trinkets, wearing apparel and personal ornaments. On second marriage happening of the husband, she received her mother's silver tea service and all the cut glass-ware. After his death, all the estate went to the claimant and her three brothers, share and share alike. Provision was made for the advancement during Dr. Ryerson's life by the trustees to the children to the extent of \$10,000.00 and it was this advancement to claimant that is referred to as a

legacy of \$10,000.00 received by her apparently soon after her mother's death. The will provided that on claimant's marriage, her share of the residue of the estate, about \$75,000.00, should be settled on her and the issue of her marriage, free from control of the husband whom she might marry and with a provision against anticipation during coverture. Dr. Ryerson did not get everything except the legacies from the estate as is stated in the decision. He took only a life interest. He was entitled to the income only, during his life. He was given the city residence for life and if it was sold another could be bought, and the summer residence and he was left everything needed to continue the home and an income of at least \$15,000.00 from his wife's estate. The home was maintained, and after the return of the sons from France in July, 1915, they apparently lived with their father, and so did claimant until some few months after his remarriage. He gave her \$30.00 per month besides the interest she got on the \$10,000.00 advanced, less succession duty. After that she boarded and he allowed her \$75.00 per month. When claimant got married in 1919 her father discontinued her allowance. She says he just wanted to keep it for himself. There is nothing on the record to show that her leaving her father's home was not a purely voluntary act on her part.

Dr. Ryerson was born January 21, 1854. He was a prominent practitioner in Toronto, and was head of the Canadian Red Cross in France, during the war with the rank of Surgeon-General. He was General Ryerson. The date of his second marriage was July, 1916. He died May 20, 1925.

The claim that Mrs. Galbraith would, but for the enemy act, which resulted in her mother's death, have probably received from her greater pecuniary contributions than she received from the estate, has not in my opinion been established.

I would not recommend any compensation in respect of this part of the claim.

PERSONAL INJURY

The lifeboat in which claimant and her mother were, capsized when the ship went down. Miss Ryerson came up and swam, was taken on a raft and with other survivors, brought to Queenstown, Ireland. Her father met her in London and they went to Paris. She came back to Canada in July, 1915. She was then poor in health and had to have the services of a nurse-masseuse and the attendance of the family physician for about ten weeks. Before the disaster her health had always been good. She says: "I got run down after a strenuous winter, socially, but had never had an illness. I was of a slightly nervous disposition." Dr. Aikins, physician of the family who was present at the birth of the claimant, says she was a very robust, healthy and normal child and grew up in the same way. She was a good swimmer and very athletic. He saw her shortly before the *Lusitania* sailed and after her return in July, 1915, when she was under his care, and thereafter until about the time she got married. She was suffering from shock, was restless, sleepless and became fatigued readily and was quite unable to concentrate on anything, scarcely. After three years she commenced to return to normalcy. He says no doubt her condition was the natural result of the disaster and of her part in it. It was "a definite nervous lesion without any physical evidence."

Claimant lived in Seattle for two years after her marriage. Her first child was born there in April, 1920. As to her condition during the years 1915 to 1921 she says: "Well, I was just up and down, did not think it necessary to call in the specialist, who was called in because the family physician was away."

Dr. William Henry, specialist in obstetrics and gynecology, was called early in her second pregnancy, in connection with the children and operations. The

second child was born in October, 1921. (The record shows that about the time this claim was filed in January, 1922, claimant was recovering from a serious operation, the nature or effect of which was not disclosed). Dr. Henry says: "I looked after her during that period and ever since then. I have had a certain amount to do with her concerning the gynecological conditions. Her general condition was that of nerves and at such times she was on the verge of a nervous breakdown. I cannot say anything but that the nervous condition stated was on account of the loss of her mother and the experience in the *Lusitania* disaster. She cannot perform the duties of a housewife efficiently and while she looks healthy, she is more or less in a nervous condition. Speaking in terms of service, I should say her efficiency has been reduced by about 20 per cent. The nervous condition is a permanent one." Dr. Henry was not cross examined. In the medical record attached to the claimant's declaration of February 1, 1922, the same doctor gives the nature of injury as "neurasthenia"—percentage of incapacity in claimant's own occupation, 20 per cent. Claimant in her declaration as to occupation, says: "Never worked".

After all, "neurasthenia" or "nerves" is a very common thing and twenty per cent disability is not considered a serious handicap under conditions. By the latest scale of pensions, a colonel who suffered 20 per cent disability in the war gets a pension of \$378.00 and a captain with the same disability gets \$200.00 per annum.

I am not convinced that claimant's condition of health is due entirely to what happened to her in the disaster but the shock to her then must have been great and the resulting effect lasting. I would allow her \$4,000.00 for personal injury, that amount to include medical expenses and nurse's charges, together with interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement.

Mrs. Galbraith claimed \$1,460.00 for loss of personal effects and money lost when the ship sank. Under her mother's will, she was entitled to the wearing apparel, jewelry and other personal effects lost with Mrs. Rycerson, the declared value being \$2,605.00. Itemized lists in both cases have been furnished. There was \$500.00 insurance.

I think that \$3,000.00 will be a fair amount to allow on account of personal effects and money lost, together with interest at the rate of 5 per cent per annum from the date of loss, May 7, 1915, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, categories (1) and (9) and I find \$7,000.00 fair compensation to the claimant, with interest as above indicated.

JAMES FRIEL,
Commissioner.

January 13, 1927.

DECISION

Case 848

Re Mrs. JOHN NAPIER FULTON

Claimant is a British subject, born she declares of British parents in the City of Peterborough, Ontario, October 29, 1857. Her claim is on account of the loss of the life of her husband John Napier Fulton, one of the *Lusitania* victims, when that ship was sunk by enemy submarine May 7, 1915.

Mrs. Fulton in her declaration claims also on behalf of her minor daughter, Christian Alexina Napier Fulton (baptised Christian Withycomb Burns Fulton), born at Montreal, January 26, 1906.

Certificate was filed of the marriage at the Register Office, Kensington, London, England, December 5, 1873, of John Napier Fulton, 25, Law Student, son of Alexander Fulton, Iron master and Sadie Prosser, 23, daughter of Joseph Prosser, Colonel United States Army.

At the hearing before Dr. Pugsley, Mrs. Fulton swore that she and her husband had overstated their ages and that she was 14½ years old at the time of her marriage and he was 18.

Fulton had an English solicitor's certificate obtained June 28, 1876. He came to Canada it is indicated in the evidence, soon after. One witness at the hearing says he knew him for 40 years. He worked as an accountant.

Mrs. Fulton in her declaration claims as follows:—

1. Personally for her own goods lost with deceased.....	\$ 3,000 00
2. As universal legatee for his goods lost.....	2,750 00
3. Damages for loss of her husband, jointly with her daughter.	75,000 00
	\$80,750 00

Decedent it is declared was earning \$3,000.00 a year at the time of his death. His age was 59.

He left personal property of the value of \$5,000.00. He left no life or accident insurance.

A Will dated March 26, 1912, is in the following terms:—

"I, JOHN NAPIER FULTON of Summerlea in the Province of Quebec, Canada, for the succession of my means and Estate after my decease do hereby give, grant and assign to and in favour of Mrs. Sadie Prosser, or Fulton, my wife, Thomas Bowland, residing with me and W. J. McGowan, manager of the Merchants Bank, Lachine, as Trustees and trustee for the ends specified. All and sundry the whole means and estate real and personal belonging to me at the time of my decease and also appoint the said Sadie Prosser or Fulton, Thomas Bowland and W. J. McGowan to be Tutors and Curators to such of my beneficiaries under these presents, as may be minors at the time of my decease with all the usual Powers. But these presents shall be accepted by my said Trustees IN TRUST always for the ends uses and trusts following namely: IN the first place for payment of my sick bed and funeral expenses IN the second place I direct and appoint my said Trustees to pay and allow my said wife Sadie Prosser or Fulton, in the event of her surviving me the whole of the residue and remainder of my said means and estate absolutely which provisions of my said will shall be exclusive always of the Jus mariti and rights of administration of any husband she may marry."

Claimant's appointment as tutrix of her minor daughter the said Christian Alexina Napier Fulton, then aged 13, was confirmed by the Deputy Prothonotary, Jules Lareau, of the Superior Court for the Province of Quebec, in the district of Montreal, dated December 30, 1918. The Will of John Napier Fulton, was proved by Dame Sadie Prosser (the claimant) before the said Deputy Prothonotary, February 11, 1919.

At the time of decedent's death the claimant owned considerable real estate at Lachine near Montreal by her valued at \$65,000.00. Claimant, her husband and daughter had made their home at Ryde, in the Isle of Wight, for three years before Fulton's death. She had bought a property there. Fulton used to come to Canada to do business and to look after the properties at Lachine and investments. On this last occasion he had rented the claimant's home in Lachine, had sold some property of his own and was carrying back to Ryde, the proceeds and collections, the family silver, his books and accounts, personal and business papers and all her documents of title with other valuables. These were all lost with him.

At a hearing before the late Commissioner, at Montreal, June 5, 1923, special stress for damages was laid on account of claimant's loss of her husband's ser-

vices in the management of her properties. Owing to his death she had to return to Canada to save her property and was forced to sell her home in the Isle of Wight at a loss.

Dr. Pugsley indicated his finding but did not sign a decision. He thought that \$2,000.00 was ample to allow in respect of the first item. He was not satisfied that as far as her property was concerned claimant had suffered any loss on account of her husband's death, the evidence being that the property at Lachine which was undeveloped had not brought in any revenue but was a constant loss. After Fulton's death it was sold for a fair amount.

Item 2 was abandoned. Mrs. Fulton renounced all right to the property belonging to her husband, this by reason of the claim hereinafter mentioned and possibly other debts.

The Commissioner was of the opinion that in view of all the circumstances and decedent's expectation of life as well as that of claimant, \$30,000.00 would be a reasonable amount to allow under item 3 and he was allowing interest on the total award at 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty.

Before anything further was done with this claim Mrs. Olympe Eugenie Chanteloup, wife of Joseph Auguste Gerardin appeared before the present Commissioner and asked that any amount awarded the estate of Fulton as compensation should be turned over to her. She said that Fulton owed her large amounts of money taken by him from the estate of her uncle, E. Chanteloup (whose residuary legatee and heir she was), of which he had been liquidator in voluntary winding up proceedings. She produced a judgment of the Superior Court of Montreal against Fulton and revived against Louis Antonio Bedard, Fulton's administrator appointed by the Court. She said that the property of Mrs. Fulton at Lachine was really Fulton's, paid for out of moneys stolen out of her uncle's estate.

The estate worth \$300,000.00 was solvent when her uncle died and after Fulton got through with it, there was not a cent left for her, the sole devisee. She had taken action also against Mrs. Fulton to have the properties at Lachine charged but owing to delay had failed, occasioned by her lack of funds to proceed with the suit. She alleged that the girl Christian was not the daughter of Fulton and his wife.

Mrs. Gerardin petitioned for a hearing. Louis Antonio Bedard curator of the vacant estate of John Napier Fulton petitioned to receive any compensation that might be awarded the estate of John Napier Fulton and also asked for a hearing. Notice was given to the claimant's solicitors and she and the young woman, Christian Alexina Napier Fulton, now the wife of one Allan Fraser with Mr. Lighthall as Counsel and Mr. Ross who had previously given evidence for claimant were present before the Commissioner at Montreal on January 31, 1927. Mrs. Gerardin was present with her lawyer Mr. Jacques Desaulniers. Mr. Francois Hurtubise gave evidence in support of what Mrs. Gerardin had alleged and produced documents, deeds, titles, court records, letters and mass of material. He had been accountant for the Chanteloup firm from 1878 to 1890 when the proprietor of the business died, leaving a Will of which Mr. Hurtubise was executor. All the property and business was left to the testators niece Mrs. Gerardin subject to legacies amounting to about \$35,000.00 which the executor paid. He was accountant and manager of the business and estate until 1894 when it was decided to close down by voluntary liquidation. The Court appointed John Napier Fulton liquidator who soon discharged Mr. Hurtubise who says he was in the way.

Fulton had full charge of the business and he carried on for ten months. The whole estate came into his hands and under his control, consisting of the foundry business, machinery, stock in trade, real estate situated on the corner

of Craig and Cote Streets, Montreal and the private residence of Chanteloup on Sherbrooke Street. He sold everything and when he rendered an accounting, instead of their being a balance coming to Mrs. Gerardin, Fulton claimed there was \$10,000.00 coming to him for money he had advanced in settling the estate, and he had only paid part of the debts.

Mrs. Gerardin and her husband brought suit for an accounting and that suit for different reasons, principally on account of her lack of funds, dragged on for years. At the commencement Fulton offered to make a settlement. In September, 1900, Fulton was tried in the Court of Queen's Bench, Montreal, convicted and after appeal sentenced to the penitentiary for five years for stealing a large sum of money (\$12,541.75) from Mrs. Coristine the proceeds of a sale of valuable securities made by him while acting under a Power of Attorney. He served a term of 3½ years. In the spring of 1915, before he sailed on the *Lusitania* he was examined for discovery and his depositions made part of the record.—He was then in poor health—crippled by rheumatism, walking on canes and had to be helped in to the Court room.

Judgment was given by his Honour Mr. Justice Coderre, June 27, 1922. It recites plaintiffs' claim. That Fulton on the 2nd February, 1894, by deed or act before a notary had come into possession for liquidation of property of Mrs. Gerardin to the value of \$242,126.82; that on December 10, 1895, he rendered her an account of his administration of the estate up to December 23, 1894, from which account it appeared that he had \$1,134.51 on hand; that a further statement was given her covering transactions between November 23, 1894 and December 19, 1895; that these were the only accounts furnished; that the said accounts are not sufficient to release Fulton; that plaintiffs contested all and every the items of these accounts as fraudulent, insufficient and not in accordance with the law; that Fulton who had received real and personal property in the amount mentioned was accountable to plaintiffs and owed them that amount; that on February 2, 1894, Fulton did business with the Bank of Montreal where he had a considerable credit; plaintiffs also at the same time doing considerable business with the same bank; that the Bank of Montreal knew well the business of Fulton and the plaintiffs by reason of its manager Henry Vincent Meredith being one of Fulton's advisors in the liquidation of plaintiffs' property; that the Bank of Montreal knew that defendant Fulton had in hand the liquidation of the goods of Chanteloup and that the same were valued at the time at about \$300,000.00; that the Bank of Montreal having received considerable sums of money from Fulton in payment of his own debts to the Bank and knowingly received the surplus of the liquidated goods namely the amount claimed in the suit, in payment of Fulton's debts without plaintiffs' consent, plaintiffs not then knowing such transactions to their prejudice were happening, is accountable to the plaintiffs in the sum mentioned jointly with the defendant Fulton by reason of having knowingly received the moneys belonging to plaintiffs in payment of Fulton's personal account, as appeared on the production of the accounts of Fulton and Fulton and Richards with the said Bank; that the defendants Henry Vincent and Martial Chevalier, the advisors of Fulton as liquidator, appointed to assist in the honest administration of plaintiffs' goods and to protect them against bad administration by Fulton were jointly and severally responsible with the other defendants (Fulton and the Bank) for the fraudulent administration of Fulton, having accepted the charge of advisors given them February 2, 1895, by the plaintiffs and having been paid \$10.00 a session for the faithful performance of their duty in that respect as required by their appointment and that, therefore, the plaintiffs demand that defendants be adjudged jointly and severally to pay plaintiffs the said sum of \$242,126.82, with interest.

Fulton in his defence said:—

"1a. That in the month of January, 1894, the business and affairs of the said "E. Chanteloup" were in financial difficulties; that at a meeting held at or about that time, of the creditor of the said concern it was resolved to put the said concern into insolvency and have a curator under a judicial abandonment appointed to wind up its affairs; but the female plaintiff was averse to insolvency proceedings being taken; and it was ultimately arranged that the assets of the said "E. Chanteloup" concern should be and they were accordingly transferred to the said defendant J. N. Fulton and that the latter should, with the assistance, financially of the Bank of Montreal ("E. Chanteloup's largest creditor) pay the liabilities of the concern in full, and that he, the said defendant Fulton should (before disposing of and selling out the assets of the said concern), continue the carrying on of the concern's business and that he should pay to the female plaintiff an allowance of \$300.00 per month during the time the said business be continued by him, and that if on afterwards selling out the assets of the said concern, there should be any surplus in hand over and above the payment of expenses of running the said business, he, the said defendant Fulton was to pay over such surplus to the female plaintiff."

He denied that the property received was of the value alleged that amount being merely an estimate made in the inventory exhibited of what the said property and assets might ultimately realize. He carried on the business for ten months after February 2, 1894, and during that period regularly paid to Mrs. Gerardin an allowance of \$300 a month and while he was carrying on the said business his total receipts amounted to \$241,174.52 and his total outlays to \$240,040.01 thus leaving a surplus of receipts over outlays of \$1,134.51 which latter amount was afterwards added to the moneys ultimately realized on the disposal of the property and assets of the concern and applied to the payment of the liabilities. That he realized the sum of \$103,211.92 a total of \$104,346.43, and he disbursed in paying off the larger liabilities including mortgage debts of the concern in the sum of \$107,845.26 thus leaving an ultimate deficiency and an actual loss sustained in the transaction by the defendant Fulton amounting to \$3,498.83 independently and in addition to the sum of \$7,500.00 owing to him for remuneration for his work of running the said business and ultimately disposing of the assets and paying the liabilities and mortgage debts. He maintains that the two accounts he had furnished plaintiffs and the vouchers were true and correct and that by the lapse of over their ten years from the rendering of the said accounts until the time of instituting the present action, the plaintiffs had acquiesced in the said accounts and in the vouchers supporting the same. He denied that he had used the estate money to pay his own debts to the Bank of Montreal. He stated that at various times he had to borrow moneys for the business during the liquidation which were in due course repaid to the bank out of moneys received. He denied liability of the Bank of Montreal or of Henry Vincent Meredith or Martial Chevalier. In reply Mrs. Gerardin said that the notarial agreement filed by her speaks for itself and denied each and every allegation contained in paragraph "1a." of the defence which does not agree with such notarial agreement and reiterated that the accounting made by the defendant was and is incorrect, false and untrue. The defendants Henry Vincent Meredith and Martial Chevalier and the Bank of Montreal on June 9, 1919, applied for dismissal of the action as against them, each side to pay its own costs and that plaintiffs by consent proceeded no further against those defendants. Louis Antonio Bedard, Registrar of the Superior Court of Montreal, who was legally appointed the curator of the vacant estate of Fulton, February 12, 1917, and made a party in the action by Order of a Mr. Justice Allard of the Court, February 12, 1917, made no defence in the action which was inscribed for hearing, notice of which was duly given him. It was therefore considered that plaintiffs had proved that the estate of John Napier Fulton for the reasons mentioned in their claim owed plaintiffs \$120,143.02 with interest from the 29th day of October, 1901, reference being made to the evidence of Francois Hurtubise heard November 2, 1921, and other deposits and judgment

was given for that amount and the said Louis Antonio Bedard, curator of the estate of John Napier Fulton was thereby adjudged to pay the plaintiffs the said amount with interest and costs. The action against the defendants Henry Vincent Meredith and Martial Chevalier and the Bank of Montreal being dismissed each party to pay their own costs.

Mr. Francois Hurtubise said that the amount of the defalcation was much greater and nearer the amount claimed but that when it came to actual proof after the long lapse of time and the disappearance of some of the papers and documents off the files of the Court he was only able to show the Court proof for the amount awarded.

With reference to the girl Christian he swore that Fulton on one occasion told him that the child was an adopted daughter. This was in Fulton's house during negotiations about the accounts and when Mrs. Fulton happened to come in the room with the child in her arms. Shown a copy of the baptismal register, which is as follows,—

Christian Withycomb Burns, daughter of John Napier Fulton, of the Town of Summerlea, accountant and of Sadie (Prosser) his wife, born on the twenty-sixth day of January, anno Domini, one thousand nine hundred and six and was baptized this sixteenth day of April in the same year,

By me, (signed) R. HEWTON,
Rector.

Parents:

(Signed) J. N. FULTON.

(Signed) SADIE FULTON.

Sponsors:

(Signed) R. W. WITHEYCOMB,

(Signed) M. WITHEYCOMB.

I certify the above extract to be a true copy from the Register of St. Paul's Church, Anglican, Lachine.

W. P. R. LEWIS,
Rector.

Lachine, P.Q., December 10, 1921.

He produced a letter from Mrs. Marion Withycomb one of the sponsors. In this letter Mrs. Withycomb, a respectable woman occupying an official position in a town in the State of New York, said that she and her husband had been invited to the christening by the Fultons. She had been given the baby to hold during the service and Fulton gave the name "Withycomb" among the baby's names much to the surprise and discomfort of her and her husband who were not at the moment able to say anything. Her husband afterwards took Fulton to task about it. She writes that it was well known in the place at the time that the mother of the child was a girl the daughter of a Scotch family living near the Fultons. Mrs. Fulton told her that Fulton's expectations of inheriting from some rich relatives, depended on his having an heir. The Rector of the Church and her husband, the other sponsor, are both dead.

Mrs. Gerardin and her husband brought suit against Mrs. Fulton to have the conveyances of the Lachine property set aside on the ground of fraud on the part of Fulton. This suit was tried out and plaintiffs lost. His Honour Judge Boyer gave judgment, March 16, 1925, confirming Mrs. Fulton's right to the properties. It is stated in the judgment that there was no proof of bad faith or fraudulent connivance and that the dishonest character of Fulton of itself could not effect the transactions.

Mrs. Fulton gave evidence contra. She could not show the source of money used to buy the properties and apparently knew very little about them until after her husband's death. There was a mortgage of \$6,500.00 in her name and she knew nothing about it. The amount of the first payment on the Lachine property she said was \$10,000.00 but she could not tell where she got the money.

It seems quite clear that Fulton put all the property which might be affected by process of law, in his wife's name. Everything she had was actually his, paid for by him to a considerable extent no doubt, by the moneys of the Chanteloup estate. At one time he had a good income and was doing much work as an accountant and seems to have been energetic, industrious and competent but apparently not a man to be trusted to any great extent with the property of others.

Mrs. Fulton swore that the child was hers and Fulton's as she had already sworn in her declarations of claim at the hearing before the late Commissioner and in the proceedings before the notary when she was appointed tutrix. I do not believe her. Mrs. Withycomb's letter was read to her carefully and she was asked what she had to say and she had no answer. Her evidence was not convincing nor was the manner in which she gave it.

AWARD

This Commission can do nothing for Mrs. Gerardin.

As to Mrs. Fulton, I do not think she is entitled to compensation for the loss of life of her husband.

I think that when Fulton sailed on the *Lusitania* bent and crippled with rheumatism as by the evidence of Hurtubise and Ross he was all through with business. Claimant was unable to show he had done any work in his profession or been engaged for three years before his death. He was taking all their personal belongings, silver, documents, books, etc., to their new home in the Isle of Wight and it is a fair inference that he intended to live there for the rest of his life.

Claimant said that they could there educate the little girl cheaply, sending her to a convent. One may believe also that there would be some comfort in being far away from old associations and they had a considerable fortune to enjoy in properties and securities. Mrs. Fulton estimated the value of the real estate in Lachine at \$97,000.00. She paid £750 for the house in the Isle of Wight and had expended £400 in repairs. There was a mortgage investment in her name of \$6,500.00 less the amount of \$1,625.00 which Fulton had received before sailing and no doubt there were other securities besides personal property and effects. Mrs. Fulton was left quite independent.

The record indicates that she owned some of the valuable silver which decedent had with him on the boat and he was bringing documents and deeds relating to her properties, the loss of which occasioned trouble and expense. For these two items I would allow her \$1,500.00 with interest at the rate of 5 per cent per annum from the date of loss May 7, 1915, to date of settlement.

I would allow Christian Fulton, now Fraser, \$6,000.00 on account of the loss of life of John Napier Fulton. Whether he was her father or not, she was dependent on him and had much to expect from him by way of bringing up and education. With everything discreditable that happened in his business he was an educated man of many good qualities, devoted to his family, who had the regard of influential friends to the last.

In regard to the personal property and money decedent had with him, an inventory made some time before he left Canada shows a considerable quantity of old family plate and household silver, and valuable cups and trophies which he had won in his younger days when he was a famous foot ball player and all round athlete. Before leaving Montreal he had collected the \$1,625.00 mentioned and had that money or a great part of it with him. In Mrs. Fulton's first declaration of claim made December 23, 1918, she stated that decedent had with him apparel, etc., and luggage estimated at \$1,000.00—a watch, rings and

jewelry valued at \$250.00 and cash on his person about or over \$1,500.00 (£300 in gold and other sums). She claimed the old family silver which she valued at \$2,000.00, and I have allowed her for one half. There was no insurance.

I estimate the value of personal effects belonging to decedent himself and the money he had with him on the boat and his share of the silver at a total of \$3,750.00 and would recommend payment of said sum to his estate of which Antonio Bedard is curator with interest at the rate of 5 per cent per annum from the date of loss, May 7, 1915, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, categories (1) and (3) and I find \$1,500.00 fair compensation to Sadie Prosser Fulton, with interest as indicated, and the sum of \$6,000.00 fair compensation to Christian Fulton, now Fraser, with interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Versailles, January 10, 1920, to date of settlement, and to the estate of said John Napier Fulton, of which Antonio Bedard is curator, the sum of \$3,750.00, with interest at the rate of 5 per cent per annum from the date of sinking, May 7, 1915, to date of settlement.

February 14, 1927.

JAMES FRIEL,
Commissioner.

DECISION

Case 849

Re RUBY MARTIN

This claimant is a British subject, born in England, who for some time before and after the loss claimed for was a resident of Canada. She was a passenger on the SS. *Lusitania* and claims on account of loss of personal effects and a sum of money.

I would allow her claim at the amount declared \$644.50 with interest at 5 per cent per annum from the date of the sinking of the ship, May 7, 1915, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9) and I find that \$644.50 is fair compensation to the claimant with interest as above indicated.

OTTAWA, September 23, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 850

Re LOUELLAMORE H. PHAIR

Claimant is the widow of the late Reverend Ernest E. M. Phair, Canon of St. John's Cathedral, Winnipeg, one of the *Lusitania* victims. Deceased according to the record, was born at Fort Alexander, Canada, December 27, 1870. The claim was first put into the Foreign Claims Office, London, from there transferred to Canada.

Canon Phair was 44 at the time of his death. He had always been in good health although not a very robust man. He was a good scholar and an all round useful man. He stood very high in the opinion of his Bishop and Church and in the community. His income was \$2,500.00 per annum with a free house. He had \$5,100.00 life insurance but it is not clear from the record what became of it. He seems to have borrowed and to have made bad investments. He had

\$400.00 in the bank and Mrs. Phair says that was swallowed up in legal expenses here and in England. He left no other property. A modest claim (£25) is made for personal effects lost with him.

He left his widow the claimant, then aged 44, one daughter Louella Margaret, born in England, November 16, 1900 and a son, Edward Maxwell born in Winnipeg, December 7, 1908. The widow and children were wholly dependent upon him.

The girl was not strong. The widow went back to England with the children and took a position to help keep herself and them. She too, seems not to have been very strong. She gets £30 from Clergy Widows and Orphans Fund and has £20 per annum income of her own, and she is in very straitened circumstances. The girl Louella Margaret was married in 1924. The boy is at a very good school. He is a very brilliant boy so the Archbishop of Rupertsland testifies.

I allow:—

Mrs. Louellanore H. Phair, \$12,000.00, the daughter Louella Margaret Phair, wife of _____, \$5,000.00 and the son Edward Maxwell Phair, \$8,000.00.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (1) and I find \$12,000.00 is fair compensation to the claimant Mrs. Louellanore H. Phair, \$5,000.00 to the daughter Louella Margaret Phair, and \$8,000.00 to the son Edward Maxwell Phair, all with interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty, to date of settlement.

JAMES FRIEL,
Commissioner.

February 11, 1926.

DECISION

Case 851

Re MRS. MARY ANITA PELLIS

Claimant is a British subject, born in England, who came to Canada in March, 1914, with her husband, with the intention of settling here. When the war broke out he volunteered and in company with claimant who had volunteered as a nurse, and their young baby, sailed on the *Lusitania*. Pellis jumped into the sea with the child before the ship sank, and remaining long in the water before assistance came, he was benumbed and the baby slipped from his grasp. Both he and claimant were drawn upon the bottom of an upturned boat and eventually rescued. After a period of convalescence in hospital Pellis joined his British regiment as a second Lieutenant, and they were soon in the fight. With the exception of a note after arrival at the front he was never heard from again and was reported lost in action. Claimant did hospital work, caring for the wounded, until some time after the armistice and then returned to British Columbia. From here she went to California and there took a course in nursing. She claims for loss of personal effects of herself and husband, and for expenses and solatium on account of injury to him when the ship sank. Her claim was first put in to the Foreign Claims Office and from that Department transferred to this Commission.

I would allow the claim at the amount declared, for solatium and medical expenses of Pellis £20 0s. 0d., and £65 10s. 0d. for his personal effects, and £136 10s. 0d. for her personal effects, or its equivalent in Canadian money,

namely, \$1,089.15, with interest on the allowance for personal effects, \$991.03, from the date of the loss, May 7, 1915, to date of settlement, and in respect of solatium, \$98.12, from the 10th day of January, 1920, date of signing of the Treaty, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, categories (1) and (9), and I find \$1,089.15 is fair compensation to the claimant, Mrs. Mary A. Pells, with interest as stated above.

July 17, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 852

Re WALTER E. TIJOU

This claimant is a Canadian, born in Toronto in 1870 and lived there and in England at the time of the loss and injury for which he claims. He was a passenger with his son on the ss. *Lusitania* when that ship was sunk. The boy was lost.

Claimant suffered considerably from shock and exposure. The medical record discloses a serious nervous trouble due to shock and exposure when the ship sank. The medical man certifies "that claimant has had many examinations but all point to a general nervous shock; Wasserman, negative, blood pressure, normal; examination by a competent orthopedist reported negative findings." In capacity 50 per cent as to his former occupation and calling.

This claim was put into the British Claims Department and by them transferred to this Commission. Claimant took up residence in the United States on November 19, 1919, the change being made on account of the advice of physicians who ordered him to a warm and dry climate as the long immersion in the cold water had affected his chest and legs.

Claimant gives his occupation as publisher and traveller and states that his average earnings for the two years preceding the injury were £500 per annum.

I will allow claimant \$5,000.00 on account of personal injury suffered, with interest at 5 per cent per annum from the date of the ratification of the Treaty, January 10, 1920, and \$500.00 on account of loss of personal property with interest at 5 per cent per annum from the date of the loss, May 7, 1915.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, categories (1) and (9) and I find that \$5,500.00 is fair compensation to the claimant with interest as above indicated to date of settlement.

OTTAWA, September 23, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 853

Re Mrs. ISABELLA DUGUID

This is a claim in respect of the loss of personal effects of her late son, George Davie Duguid, when the ss. *Lusitania* was sunk by enemy action, May 7, 1915.

Deceased was a British subject who moved to Canada and was going back to Scotland on a visit. He survived the torpedoing of the ship and returned to Canada where he joined the Canadian Mounted Rifles. He was killed in action in France, October 31, 1917.

The claim was submitted by John Croll, solicitor of Aberdeen on behalf of the mother, Mrs. Isabella Duguid. The British Reparation Claims Department assessed it at the amount declared, £52 but on its appearing that the deceased belonged to Canada at the time of his loss, the claim was sent to this Commission.

I would allow it at the amount declared, £52 the equivalent in Canadian money being \$255.11, together with interest at the rate of 5 per cent per annum from the date of loss, May 7, 1915, to date of settlement.

This award is made to claimant as representative of the deceased's estate and not on the ground of dependency. Her domicile precludes her from an award on that account.

This claim falls within the First Annex to Section (I), Part VIII of the Treaty of Versailles, category (9) and I find \$255.11 fair compensation to the claimant with interest as above indicated.

JAMES FRIEL,

Commissioner.

February 3, 1927.

DECISION

Case 854

Re MRS. ALEXANDRA MARY OSBORNE

Claimant is a British subject born in England, who came to Canada in 1910. She is the wife of Lieut.-Col. A. B. Osborne, a Canadian who served with the Canadian Expeditionary Forces. She was a passenger on the ss. *Lusitania* when that ship was sunk May 7, 1915, on her way to England to visit her husband and lost nearly all her personal effects. The claim was filed with the British Reparation Claims Department who examined it and transferred it to this Commission.

I would allow it at the amount declared £543-7, or the equivalent in Canadian money, \$2,665.73, with interest at the rate of 5 per cent per annum from the date of loss, May 7, 1915, to date of settlement.

This claim falls within the First Annex to Section (I), Part VIII of the Treaty of Versailles, category (9) and I find \$2,665.73 fair compensation to the claimant with interest as above indicated.

JAMES FRIEL,

Commissioner.

February 2, 1927.

DECISION

Case 855

Re REVEREND JOHN A. BEATTIE

Claimant is a Canadian. He went overseas as Chaplain of the First Canadian Overseas Division and served during the war returning to Canada in 1919. His wife and son were passengers on the *Lusitania* sunk May 7, 1915, and Mrs. Beattie was lost. The claim is on account of her death and for loss of personal effects.

A separate claim of the son, Allan M. Beattie was filed and an award made in his case by the late Commissioner.

Mrs. Beattie at the time of her death was 58; claimant was 55. He married again in November 1916. There is nothing in the loss of his wife, and of course sad as was the case, which can be construed into pecuniary damages and his claim in that respect is disallowed. The claim for loss of personal effects to the

value of \$810.67, is allowed as declared, with interest from the date of the sinking May 7, 1915 at the rate of 5 per cent per annum to the date of settlement.

The claim in respect of personal effects falls within the First Annex to Section (I), Part VIII of the Treaty of Versailles, category (9), and I find \$810.67 is fair compensation to the claimant, with interest as indicated.

March 15, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 856

Re GEORGE WILLIAM BILBROUGH.

The claimant is a British subject, born in England and resident in Canada since 1900. He was a passenger on the *Lusitania* when that ship was sunk by enemy submarine May 7, 1915, and claims on account of loss of personal effects.

I would allow the claim at the amount declared,—\$461.00, with interest at the rate of 5 per cent per annum from the 7th day of May 1915, the date of the sinking, to date of settlement.

This claim falls within the First Annex to Section (I), Part VIII of the Treaty of Versailles, category (9) and I find \$461.00 is fair compensation to George William Bilbrough, with interest as indicated.

April 9, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 857

Re MRS. CHARLOTTE BERGEN (PYE)

Claimant was a passenger on the *Lusitania*, on her way to England to visit her mother. She had her baby with her. The baby was drowned in her arms.

She filed a claim with the Foreign Claims Office for loss of furs, household linen, jewelry, toilet articles, baby's outfit, clothing and money lost, in all £235-0-0.

Claimant did not make any claim at the time on account of personal injury. The claim was transferred to this Commission. Later the claimant's solicitor wrote the Under-Secretary of State that she had been so badly knocked about that she was unable to give an accurate description of all her belongings but that she could establish by testimony that all her jewelry, wearing apparel, etc., and the wearing apparel of her children would value about \$2,000.00, all of which was lost, together with \$50.00 in money, which she had in her state room.

Mrs. Pye filed a Canadian declaration in December, 1921, wherein she claimed:

For furs, silver toilet articles, jewelry, amounting to	\$675 00
Household linen, baby's outfit, clothing and money	500 00

\$1,175 00

In December 1923, claimant through the Great War Veterans' Association, added suffering, ill-health and shock and increased it to \$5,000.00. An inventory of the articles lost was furnished later, when the amount was brought up to \$2,470.00.

Claimant certainly had a fearful experience on the boat. The life boat she got in was swamped. She sank with her baby in her arms and the suction wrenched the baby from her; when she reached the surface, she was standing in the water held up by the life belt among dead bodies for some time before she was put on a raft and then to a small boat. In all, she had shock enough to injure her health, as it must have done. She has had a good deal of trouble, but there is no question in my mind that she received some permanent injury to her health when the ship was sunk, although we have no medical record which would be of assistance in this case.

The claimant at the time of the disaster was 29 years, her husband, William Samuel Pye was a British subject born in England and doing business in Edmonton. Later she married a man named Bergen.

I would allow claimant \$1,265.00 for personal effects as first claimed, with interest at the rate of 5 per cent per annum from the date of the sinking, May 7, 1915, to date of settlement, and \$2,000.00 for personal injury with interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty, January 10, 1920, to date of settlement.

This claim falls within the First Annex to Section (1), Part VIII of the Treaty of Versailles, categories (1) and (9) and I find \$3,265.00 is fair compensation to the claimant with interest as indicated above.

April 22, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 858

Re Mrs. LORNA MARY BENSON

Claimant is a British subject born in England, and living in Canada at the commencement of the war. She was employed as a governess making about \$700.00 a year. Her name was then Miss Pavey. She was a passenger on the *Lusitania* when that ship was sunk May 7, 1915, and was on her way to England to do war work.

She lost all her effects including some money and was badly injured. She suffered exposure and when getting away from the ship had to drop 60 feet overboard. She was picked up by a water-logged boat and was five hours before being rescued.

The medical record discloses severe nervous shock followed by great debility and wasting of the muscles. For some time she could not walk and found difficulty in standing and was unable to attempt work until early in 1916 and could not do any regular work until the autumn of 1916. She was ill for 17 months. She was entirely incapacitated in regard to her own occupation. She married in 1922.

The claim in respect of the loss of salary cannot be entertained. I would, however, allow for personal injury to Mrs. Benson the sum of \$1,000.00 with interest at the rate of 5 per cent per annum from the 10th day of January to date of settlement and I would allow for loss of effects and money at the amount declared, namely, \$1,590.70, with interest at the rate of 5 per cent per annum from the date of the sinking of the vessel, May 7, 1915, to date of settlement.

This claim falls within the First Annex to Section (1) Part VIII of the Treaty of Versailles, categories (1) and (9) and I find \$2,590.70 is fair compensation to the claimant with interest as above indicated.

April 29, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 859

Re DANIEL BROWN

Claimant is a British subject born in Scotland 1897 who came to Canada in 1907. He was a passenger on the ss. *Lusitania*, sunk by enemy submarine May 7, 1915, and claims for loss of personal effects including carpenter's tools and a considerable amount of money which he was carrying concealed in a false bottom of his trunk.

His claim has been proved to my satisfaction and I would allow it at the amount declared, \$2,222.00, with interest thereon at the rate of 5 per cent per annum from the date of loss, May 7, 1915, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9) and I find \$2,222.00 is fair compensation to the claimant, with interest as above indicated.

JAMES FRIEL,

Commissioner.

May 19, 1926.

DECISION

Case 860

Re MRS. MARGARET E. COX

Claimant and her husband are British subjects, born in Ireland, who came to Canada in 1912. Claimant at the time 27 years of age, was a passenger on the *Lusitania* with her seventeen months' old baby, when that ship was torpedoed May 7, 1915.

A separate claim on account of personal injury was filed on behalf of the boy, Desmond F. Cox, by his father, S. J. Cox, Lieutenant in the Fort Garry Horse.

Mrs. Cox's claim is for personal injury and loss of personal effects. She was in the dining saloon when the ship was struck and reached the deck with her child. She seems to have had a fearful time in the rush. She lost and recovered the child three times before getting into a life boat and she was the third last person off the ship. The child was badly bruised.

The medical record shows that the claimant was in normal health before the disaster and that since then she has suffered from insomnia, headaches, restlessness, excitability and things of that description due to her experience and the shock but it does not disclose serious or permanent injury.

Dr. William Chestnut in his report dated March 8, 1924, certifies:—

"Mrs. Margaret Cox consulted me in the year 1919 shortly after returning from Ireland. Her symptoms at that time were entirely nervous and consisted chiefly of "insomnia" and inability to control herself when subjected to the least excitement. I have seen her several times since, in consultation, and always with the same kind of symptoms. She has no organic trouble and attributes, I think, rightly her nervous symptoms to the shock she received at the time of the sinking of the *Lusitania*."

I would allow claimant \$2,000.00 for personal injury with interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement, and on account of loss of personal effects at amount declared, \$672.55, with interest at the rate of 5 per cent per annum from date of loss to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, categories (1) and (9) and I find \$2,672.55 is fair compensation to the claimant with interest as indicated.

JAMES FRIEL,

Commissioner.

March 16, 1926.

DECISION

Case 861

Re DESMOND FRANCIS COX

The claimant is the boy referred to in the case of Margaret E. Cox, who is his mother, as being with her on the *Lusitania* and injured. He was born in Winnipeg November 21, 1913. The boy was so badly jostled, knocked about and shocked when they were getting off the ship that he did not know his own mother. She had him attended by a doctor in Dublin soon after who certifies to the boy's nervous system having received a great shock and that he was in a very delicate state of health through his experience on board the ship on that occasion. The same physician examined him again in May, 1919, and certifies the boy was then nervous, easily excited and frightened and troubled with a slight impediment in speech.

The Winnipeg physician certifies that he examined the boy who was a backward child in some respects, taking a long time to talk and having an impediment in his speech.

The boy stammers a little. Before the disaster he was bright and active. His mother says that he was a prize baby as an infant and then learning to talk. After the disaster they did not think he would ever speak properly. The mother had a pretty hard time on account of the boy's state of health and on account of her own condition.

I think, after considering the record, that the boy will get over it all in time.

I would allow this claim at \$3,000.00.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (1) and I find \$3,000.00 is fair compensation to the claimant with interest at the rate of 5 per cent per annum from the 10th day of January, the date of the ratification of the Treaty, to date of settlement.

JAMES FRIEL,
Commissioner.

March 16, 1926.

DECISION

Case 862

Re ERNEST S. COWPER

Claimant is a British subject born in England in 1883. He came to Canada in 1905. He was a journalist and a passenger on the *Lusitania* when that ship was sunk by enemy submarine, May 7, 1915 and claims for injury to his health, loss of effects and money in his trunk and loss of profits on certain literary work he had contracted for.

The claim was put in first to the British Foreign Claims Department and by them transferred to this Commission.

The case was heard in Vancouver.

I cannot allow anything for prospective profits nor for loss of wages. The claimant's health was undoubtedly injured and his earning capacity for some time depreciated. He was put to heavy expenses for medical attendance.

I would allow the claimant, Ernest S. Cowper, \$2,500.00 on account of personal injury and medical expenses with interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Peace, January 10, 1920,

to date of settlement and \$1,500.00 for personal effects and money lost with interest thereon at the rate of 5 per cent per annum from the date of the sinking, May 7, 1915, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, categories (1) and (9) and I find \$4,000.00 fair compensation to the claimant with interest as above indicated.

April 30, 1926.

JAMES FRIEL,
Commissioner.

NOTE.—There is an order on file signed by Ernest S. Cowper, in which he signs over to his solicitors, Messrs. Bayfield & Harvey, any and all moneys awarded on his claim.

DECISION

Case 863

Re JOHN FREEMAN & RACHEL FREEMAN

Claimants are British subjects resident in Canada since 1905 and 1908.

They were passengers on the *Lusitania*, when that ship was sunk by enemy submarine on May 7, 1915, and the claim is on account of loss of personal effects.

I would allow this claim at the amount proved \$649.00, with interest at the rate of 5 per cent per annum from the date of the sinking of the ship, May 7, 1915, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find \$649.00 is fair compensation to the claimants John Freeman and Rachel Freeman, with interest as above indicated.

April 27, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 864

Re JESSIE AGNES GILLEN

Claimant is a British subject, born in Port Stanley, Falkland Islands, who came to Canada in February, 1911. She married Robert Joseph Thompson of Vancouver (British subject), an accountant, August 26, 1911. He was one of the *Lusitania* victims. He was then 37 years of age. He left as dependents the claimant, his widow, then 33 years of age, and one child, Robert Sinclair Thompson, born January 6, 1913, in Vancouver—he left practically no property. He had been earning \$100.00 a month. He was on his way to the Old Country to work in the munition factories or enlist, it is stated in one part of the record, and in another part that he was going to see his mother who was ill. His body was recovered and on it his money, watch and chain, and his pocket-book containing a cheque for £30 and Treasury Notes amounting to £2, and an accident insurance ticket. He had taken very little other property or effects with him on the boat. Claimant's mother was living with her in her home which the deceased had bought under agreement of sale. Claimant got \$2,000.00 out of the New York *Lusitania* Fund, out of which she paid the balance due on the home, \$1,400.00, and title was taken in the name of the mother.

After the loss of her husband, claimant got employment as a musician in the theatre. The record is not clear as to whether she had been so employed before his death, but at the time of the hearing of her case, September, 1925, she was so employed. In September, 1918, she married her present husband, William Gillen, who was a blacksmith's helper, earning about \$100.00 a month.

I would recommend that the claimant be allowed the sum of \$5,000.00 and the child, Robert Sinclair Thompson, \$7,000.00, with interest at 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement, the compensation to the child, Robert Sinclair Thompson, to be paid through his legally appointed guardian.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (1), and I find \$12,000.00 is fair compensation to the claimant and her child, with interest as above indicated.

JAMES FRIEL,

Commissioner.

May 18, 1926.

DECISION

Case 865

Re MRS. WINIFRED M. HULL

Claimant and her husband are British subjects born in England. Mr. Hull is a market-gardener in Winnipeg, where they have lived since 1913. She was one of the passengers on the *Lusitania* sunk May 7, 1915, and is one of those who had especially harrowing experiences resulting in injury to health.

She claims also for the loss of personal effects and money. The medical record discloses shock and nervous debility and other serious symptoms extending over a period of eight years since the disaster, and the claimant is still in poor health owing to her experience when the boat sank. She has had to give up her household duties and go back to her old home for treatment. Her husband keeps a number of employees, and she has been wholly unable to give him the assistance she was able to give before she was injured.

I would allow the claimant \$4,000.00 with interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement, together with the amount of \$300.00 value of effects and money lost as declared, with interest at the rate of 5 per cent per annum from the date of loss, May 7, 1915, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, categories (1) and (9) and I find \$4,300.00 is fair compensation to the claimant with interest as above indicated.

JAMES FRIEL,

Commissioner.

March 16, 1926.

DECISION

Case 866

Re GEORGE WRAITH HARRISON

Claimant is a British subject, born in England, who came to Canada in 1912. He was a passenger on the *Lusitania* on his way to England to join the army and see what he could do over there. There was something the matter with him physically, and he was not accepted in Canada.

His claim is for loss of all his personal effects which he had with him. This claim was first put in to the British Foreign Claims Department, and by them transferred to this Commission.

On the facts as disclosed at the hearing at Victoria, B.C. I would allow this claim at \$800.00, with interest at the rate of 5 per cent per annum from the date of the sinking of the ship, May 7, 1915, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find \$800.00 is fair compensation to the claimant, George Wraith Harrison, with interest as above indicated.

April 27, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 867

Re GILBERT NICHOLSON

Claimant is a Canadian. He is quite an old man being 74 at the time of the hearing of his case in 1925. He had been a carpenter, but was not able to work any more. His claim is on account of loss of his son, Charles Duncan Nicholson, 27, also a carpenter, who was one of the *Lusitania* victims.

The young man was on his way to England to get work, and had his tools with him. Deceased left some property. He owned an equity in a house in Edmonton in which his father and sister lived. While he was not actually supporting his father, who was able to work at that time, there is little question but that the old man would eventually receive whatever support he needed from this son. Another son had gone to the war, and had come back useless, and is confined in a mental institution.

I would recommend that compensation be paid to claimant on account of the loss of his son at the sum of \$1,750.00, with interest at 5 per cent per annum from January 10, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement, and I would allow for tools, clothing, and personal effects the amount declared, \$350.00, with interest at 5 per cent per annum from the date of the sinking of the ship, May 7, 1915, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, categories (1) and (9), and I find \$2,100.00 is fair compensation to the claimant, Gilbert Nicholson, with interest as above indicated.

April 23, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 868

Re ROBINSON PIRIE (now deceased)

Claimant a Canadian, was a passenger on the ss. *Lusitania* when that ship was sunk by enemy submarine May 7, 1915, and claims for personal effects lost.

He died at Hamilton July 12, 1920 and the claim is now put forward by the Mercantile Trust Company of Canada, Limited, executor of the estate, under his will.

I would allow the claim at the amount declared, \$759.92, with interest at the rate of 5 per cent per annum from the date of the sinking May 7, 1915, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9) and I find \$759.92, fair compensation to the claimant with interest as above indicated.

August 5, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 869

Re BEATRICE M. WICKINGS-SMITH

Claimant is a British subject, born in England, who came to Canada with her husband (also a British subject), an English barrister who was practicing at Vancouver and Nanaimo when the war broke out. He enlisted with the Canadian Forces, but having retained his membership in a British Territorial Regiment, the Inns of Court Officers Training Corps, and being recalled by them to take a commission, he was returning to England on the *Lusitania* as a civilian, having paid his own passage, and was drowned when that ship was sunk by enemy submarine on May 7, 1915.

The British authorities refused to recognize the claim of the widow for a pension for herself and child, on the ground that deceased was not actually serving at the time he lost his life. The claim was afterwards recognized by the Canadian Pension Board, and the widow is now receiving a pension of \$60.00 a month for herself and \$15.00 a month for her child until it reaches the age of sixteen.

The case will have to be considered as dealt with by the Military Pension authorities, and there is nothing that this Commission can do in respect to the claim for loss of life.

Mrs. Wickings-Smith intended returning to England with her husband and child, but owing to illness, could not leave with him. Her personal household effects, including silver, linen, bedding, china, etc., all of which were her own personal property, were aboard the *Lusitania* at the time of her sinking, and claimant asks compensation for loss of the same. I would allow this at the amount claimed, \$1,000.00, with interest at 5 per cent per annum from the date of the loss, May 7, 1915, until date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find that \$1,000.00 is fair compensation with interest as above stated.

JAMES FRIEL,
Commissioner.

May 12, 1926.

DECISION

Case 870

Re THOMAS SUMNER

Claimant is a British subject who came to Canada in 1913. He was a passenger on the ss. *Lusitania* when that ship was sunk May 7, 1915, by enemy submarine and claims on account of loss of personal effects.

His claim was put in to the British Reparation Claims Department and by that department transferred to this Commission.

I would allow the claim at the amount declared and proved, \$664.20, Canadian money.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9) and I find \$664.20 is fair compensation to the claimant with interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Versailles, January 10, 1920, to date of settlement.

JAMES FRIEL,
Commissioner.

June 14, 1926.

DECISION

Case 871

Re EDWARD TARRY

Claimant is a British subject, born in England in 1887, who came to Canada January 17, 1914. He was a passenger on the ss. *Lusitania* on his way back to England to bring out his wife and children. He lost money and personal effects when that ship was sunk, May 7, 1915, and was considerably injured. He was not able to work for three months, and was afterwards quite nervous. He had to pay about £30 medical fees. As soon as he got well he joined the Army.

This claim was submitted to the British Reparation Claims Department, and by them transferred to this Commission.

I would allow claimant \$250.00 on account of personal injury and attendant medical and other expenses, with interest at 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement, and £283, or the equivalent in Canadian money, \$1,388.43, on account of loss of personal effects and money, with interest at 5 per cent per annum from date of loss, May 7, 1915, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, categories (1) and (9), and I find \$1,638.43 is fair compensation to the claimant, Edward Tarry, with interest as above indicated.

JAMES FRIEL,

Commissioner.

May 15, 1926.

DECISION

Case 872

Re MRS. MAY WATSON WEIR

The claimant is the widow of Cecil Hamilton Weir who was a passenger on the *Lusitania* and lost his life when that ship was sunk May 7, 1915. He was on his way to England to join the British army in which he had been promised a Commission. He was a mechanical engineer and had been engaged in business of contractors in Vancouver up to the outbreak of the war. He was a British subject born in Shanghai, China, in 1884. The claimant was born in Glasgow, Scotland, in October, 1882. They were married in Vancouver in October, 1911. The child, Cecil James Weir was born in Glasgow, April 2, 1913.

Deceased owned his own home in Vancouver, worth about \$12,000.00 at the time but subject to a mortgage of \$5,000.00, and was making \$2,500.00 a year. He had money and personal effects with him to the value of \$436.50. He left a will in favour of the claimant. She received less than \$1,000.00 life insurance. The home and furniture became greatly depreciated in value. Other assets consisting of shares in her husband's contracting company in which she invested \$1,500.00 were almost wiped out owing to the war and his death. She realized \$1,300.00 from them.

Before coming to Canada the deceased had been managing director of G. & A. Harvey, Ltd., Scotland, and as such received a salary of £400 per annum, also interest on his holdings with that company of £6,000—600 shares at £10 each, which amounted to £100 and £200 per annum. These shares he sold for £1,500—putting this money into the business of Fulton Brothers, Ltd., Victoria, B.C., the contracting company above referred to.

Weir was a young man, healthy and active, and if spared had very good prospects of a much larger income than he had ever been receiving.

He left all his property to his wife.

I would allow Mrs. Weir \$12,000.00 on account of loss of her husband, together with amount declared for value of his personal effects, and the child \$10,000.00.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, categories (1) and (9), and I find \$12,000.00 is fair compensation to Mrs. May Watson Weir and \$10,000.00 to Cecil James Weir with interest at 5 per cent per annum on both sums from January 10, 1920, the date of the ratification of the Treaty, to the date of settlement, and \$436.50 to Mrs. May Watson Weir, Executrix of Cecil Hamilton Weir, deceased, with interest as herein allowed but from the date of loss, May 7, 1915.

JAMES FRIEL,
Commissioner.

March 10, 1925.

DECISION

Case 873

Re EDMOND VICTOR WOOLVEN (deceased)

Claimant was a British subject born in England, who came to Canada and was employed as a travelling salesman. He lived at Three Hills, Alberta, and his wife, formerly Helen Saunders, was one of the *Lusitania* victims. She was on her way to England to visit her people.

The claim was filed originally with the British Foreign Claims Department, and by them transferred to this Commission.

Woolven died and the Trust and Guarantee Company Limited, above named, was appointed Administrator of his estate.

I would allow the claim at the amount declared by the original claimant, E. V. Woolven, in his declaration of March 10, 1919, \$300.00 personal effects and \$600.00 on account of money lost, when his wife was drowned with interest at 5 per cent per annum from the date of the sinking of the ship, May 7, 1915, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find \$900.00 is fair compensation to the claimant, Edmond Victor Woolven, with interest as above indicated; payment to be made to the administrator of his estate.

JAMES FRIEL,
Commissioner.

April 27, 1926.

DECISION

Case 874

Re MRS. INEZ WILSON

Claimant and her husband are British subjects resident in Canada when the war broke out. Mr. Wilson resigned his position and joined the army. He is a veteran of the South African war.

Mrs. Wilson took passage on the *Lusitania* to see her husband before he left for France. Her claim is stated this way to the British Reparation Commission by her mother:--

"Mrs. Pat Wilson, my daughter, suffered grievously in the disastrous wreck of the *Lusitania*. Her terrible experience ruined her health, and she has never been free from neuritis since, except for short intervals. A professional vocalist, she lost her voice from the same cause, and has never regained it. She had two broken ribs, and a permanently damaged knee through helping to pull other victims out of the water into the boat she was

in, and she lost both her professional outfit and a great deal of other valuable property. She has also incurred many heavy doctor's bills, which have strained the resources of herself and her husband to the utmost. She is a native of Sheffield, her maiden name being Minnie Corbett. Her husband is a native of Aberdeen, and they had been a very short time in Canada when war was declared. He joined up as a Volunteer at once, and came over with the second Canadian Contingent."

The medical record bears out these statements. Mrs. Wilson has been suffering ever since, and she will not regain her health. She was 46 at the time of the disaster.

I would allow the full amount of her claim as filed, that is to say, \$2,350.00, for personal effects and money lost, with interest at 5 per cent per annum from the date of the sinking of the ship, May 7, 1915, to date of settlement, and \$5,000.00 for personal injury, with interest at 5 per cent per annum from January 10, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement.

This claim falls within the First Annex to Section (I), Part VIII, of the Treaty of Versailles, categories (1) and (9), and I find \$7,350.00 is fair compensation to the claimant, Mrs. Inez Wilson, with interest as above indicated.

JAMES FRIEL,
Commissioner.

April 28, 1926.

DECISION

Case 875

Re ROBERT WILLIAM WHALEY

Claimant is a British subject born in England in 1882, who came to Canada to live in 1904. He was on the SS. *Lusitania* when that ship was sunk by enemy submarine, May 7, 1915, and claims on account of loss of personal effects and injury to health by reason of shock and exposure. He was incapacitated and under the doctor's care for three or four months after the disaster and was then accepted in the army but has been all the time since affected with ear trouble and has had to have special treatment on that account every now and then. He served for the rest of the war but did not apply for pension.

I would allow this claim at \$1,000.00 for injury to health and medical expenses with interest at the rate of 5 per cent per annum from January 10, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement and \$417.50, the amount declared, for loss of personal effects, with interest on this item at the rate of 5 per cent per annum from the date of the sinking, May 7, 1915, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, categories (1) and (9) and I find \$1,417.50 is fair compensation to the claimant with interest as above indicated.

JAMES FRIEL,
Commissioner.

May 18, 1926.

DECISION

Case 876

Re CLAIM OF CHARLES HARRY BOOTH

Claimant is a British subject, born in England April 26, 1883, who came to Canada and at the time of the *Lusitania* disaster was employed as Auditor at the Chateau Laurier Hotel. He had a home in Ottawa with his wife and one child, eight months old. The wife Emily Eliza Booth and the child Nigel F.

Booth, were passengers on the ill-fated ship and Mrs. Booth was drowned. The child was saved. Decedent had money with her and personal effects to the amount of \$1,142.80. There was ordinary insurance on the effects but no war risk insurance. Mrs. Booth left a will in which she bequeathed her property to her husband and made him executor and he has taken out Letters Testamentary. She had no life insurance, and left practically no property.

Claimant asked compensation on account of the loss of his wife and for certain expenses on account of the child to get it home, and as executor for the money and personal property lost.

The case was before the late Commissioner at Ottawa in May 1923 who noted it for allowance at the amount claimed, namely, \$5,000.00 on account of the loss of the wife and \$775.00 covering certain items of expenses in respect to the child and \$1,142.80 to claimant as executor of his wife's estate for the money and personal effects lost.

Mrs. Booth was thirty years old at the time of her death. She looked after her household duties and took care of the child.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, categories (1) and (9) and I find that \$5,775.00 is fair compensation to the claimant Charles Harry Booth, with interest at 5 per cent per annum from January 10, 1920, to the date of settlement, and \$1,142.80 to the said Charles Harry Booth, executor of the will of the late Mrs. Booth, with interest at 5 per cent per annum from May 7, 1915, to the date of settlement.

JAMES FRIEL,
Commissioner.

November 5, 1926.

DECISION

Case 877

Re SIR FREDERICK ORR-LEWIS (DECEASED)

Claimant was a Canadian, born in Hamilton, Ont., 1862. He had a residence in England but was domiciled in Montreal.

He was a passenger on board the ss. *Lusitania* when that ship was sunk by enemy submarine May 7, 1915, and filed a claim with the British Reparation Claims Department on account of the loss of personal effects which were with him on the ship, amounting to £1,169-16-. He had no insurance. He claimed also £1,000- for personal injury, made up of fees paid for medical attendance, nurses, medical supplies, hotel, railway and other expenses in Ireland and England. The vouchers were filed for medical fees paid and nurses charges, amounting to £667-0-3. The British Reparation Claims Department transferred the claim to this Commission. Claimant never recovered from the shock occasioned by the sinking of the ship and died November 18, 1921. A statutory declaration verifying the claim was filed by the solicitors of his estate with this Commission December 5, 1921, in which the amount for loss and damage was set out at the original amount £2,169-16-.

The claim was for hearing before the late Commissioner at Montreal June 1923, and he noted it for allowance at the amount declared and made a notation that no further claim was made for personal injury although such claim might have been successfully presented.

I would allow the claim at the amounts declared, namely £1,000 for personal injury, or the equivalent thereof, (\$4,960.10 in Canadian money) together with interest at the rate of 5 per cent per annum from the 10th day of January 1920, the date the ratification of the Treaty of Versailles, to date of settle-

ment, and for personal effects £1,169-16, or the equivalent thereof, (\$5,739.25 in Canadian money) with interest thereon, at the rate of 5 per cent per annum from the date of loss, May 7, 1915, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, categories (1) and (9) and I find, \$10,699.35 fair compensation payable to the executors of the last will of the deceased, with interest as above indicated.

December 2, 1926.

JAMES FRIEL,
Commissioner,

DECISION

Case 878

Re ARTHUR T. MATHEWS

Claimant is a Canadian born in the City of Montreal, August 5, 1876. He was a passenger on the ss. *Lusitania* when that ship was sunk by enemy action, May 7, 1915, and claims for personal injury and loss of effects. When the ship was going down, claimant apparently not a rugged man, had to jump from the top deck into the sea. He struck something, and was stunned. When he came to he caught a piece of wreckage and hung on in the water for 1½ hours until one of the ship's boats came back and picked him up. He was then in an exhausted condition. The boat was crowded and he lay in the bottom for a long time. They were picked up by a steam-trawler and landed in Queenstown at 9 o'clock at night. He was still in his wet clothes from 2.15 in the afternoon, as a result of which claimant suffered serious impairment to his health and was incapacitated from efficiently carrying on his business as a manufacturing agent in the paint business.

The evidence of Doctor Finnie, a prominent physician of Montreal, proved the claim for injury to health. The doctor says claimant has had many attacks of nervous headaches, is unable to sleep and has indigestion all of which witness attributes to the exposure and experiences and the strain patient's nervous system had been subjected to in the disaster. There is no other cause for it. Claimant was previously well and had never consulted a doctor and there is no history of illness or sickness. He has since for several years, frequently consulted the doctor for indigestion, headaches, nervousness and inability to concentrate. It is the opinion of the doctor that the shock to the patient's nervous system will be permanent in its effects.

Mr. Mathews also consulted other prominent physicians, all of whom advised him that he was suffering from the result of the nervous shock and strain from his experience.

This claim was heard before the late Commissioner at Montreal, in June 1923, who noted it for allowance at \$5,785.00, on account of injury to health and medical expenses incurred, and \$408.25, the amount claimed for personal effects.

I agree without hesitation and would allow interest on the compensation for injury to health at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Versailles, January 10, 1920, to date of settlement and on the compensation for loss of effects, from the date of loss, May 7, 1915, to date of settlement at the rate of 5 per cent per annum.

This claim falls within the First Annex to Section (I), Part VIII of the Treaty of Versailles, categories (1) and (9) and I find \$6,193.25, fair compensation to the claimant, with interest as above indicated.

December 1, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 879

Re WILLIAM BROWN

Claimant is a British subject born in England who came to Canada years ago. He was a passenger on the ss. *Lusitania* when that ship was sunk by the enemy May 7, 1915 and claims on account of the loss of personal effects and money he had with him.

This case was heard before the late Commissioner at Montreal in June 1923, who noted it for allowance at the amount declared and proved, namely \$940.00, with interest.

I agree with this assessment, and would have the interest run from the date of loss, May 7, 1915, to date of settlement.

This claim falls within the First Annex to Section (I), Part VIII of the Treaty of Versailles, category (9) and I find \$940.00 fair compensation to the claimant with interest as above indicated.

JAMES FRIEL,
Commissioner.

December 16, 1926.

DECISION

Case 880

Re JOSEPH LEVINSON, Jr.

Claimant is a Canadian. He was a first class passenger on the *Lusitania* when that ship was sunk May 7, 1915. He lost all his personal effects and suffered some personal injury. He was in the water for two and three quarter hours before being taken into a boat. His thumb was crushed and had to be operated on several times. He makes no claim for personal injury, except for the loss of his time and expenses. He says he was in bad shape for about a month afterwards, and more or less affected for about six months or a year, but it did not effect his business.

The claim was heard by the late Commissioner at Montreal in June, 1923, who noted it for allowance at the full amount claimed and I agree. The claim of \$970.00 on account of loss of time while under medical treatment, hotel expenses and doctors' and surgeons' fees will be allowed with interest at 5 per cent per annum from January 10, 1920, the date of the ratification of the Treaty to date of settlement. The claim for personal effects will be allowed at \$984.90 with interest at 5 per cent per annum from date of loss, May 7, 1915, to date of settlement.

This claim falls within the First Annex to Section (I), Part VIII of the Treaty of Versailles, categories (1) and (9) and I find \$1,954.90 fair compensation to the claimant with interest as indicated.

JAMES FRIEL,
Commissioner.

December 10, 1926.

DECISION

Case 881

Re RICHARD LIONEL TAYLOR

Claimant is a Canadian born in Montreal in June, 1883. He was on the ss. *Lusitania* when that ship was sunk by enemy submarine May 7, 1915, and lost personal effects for which he put in a claim to the British Foreign Office for \$454.00 who transferred it to this Commission. There was no mention of personal injury. In a declaration filed later on our regular form there is no mention of personal injury.

The case was heard before the late Commissioner in Montreal in June, 1923. The friendly atmosphere of the tribunal apparently induced the claimant to take an adjournment and file a new claim in which he raised the value of his personal effects lost to \$809.75 and asked for \$2,000.00 for "damage due to shock and physical and nervous derangement, necessitating ten days rest and medical attention, personal inconvenience and derangement of plans." There is absolutely no evidence on record that claimant was injured in any way. He was on the ship when it sank and was in the water for half an hour until picked up by a lifeboat. He was able to visit the hospitals and morgues in Queenstown that night, and was no doubt of great help to the survivors.

There is no medical record attached to the case.

I would allow him the increased value claimed for his personal effects because the value put in in the first place was small and I think that \$500.00 will amply cover shock and injury to health.

This claim falls within the First Annex to Section (I), Part VIII of the Treaty of Versailles, categories (1) and (9) and I find \$1,309.75 fair compensation to the claimant, with interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement.

December 14, 1926.

JAMES FRIEL,
Commissioner.

Case 882

Re KATHLEEN KAYE

No Action taken. Paid by British Authorities.

Case 883

Re MRS. M. E. NEEMS

No Action taken. Accepted by British Authorities.

Case 884

Re MRS. A. McILROY

No Action taken. Claim withdrawn.

Case 885

Re S. J. CARLE

No Action taken. Cannot locate claimant.

Case 886

Re G. S. RYERSON

No action taken. Provided for in claim of Mrs. L. M. Galbraith, Case No. 847.

DECISION

Case 887

Re MRS. MARGARET PHILLIPS

Claimant's mother Mrs. Ann Davis, a native of Wales, who had been living in Canada, was a passenger on the ss. *Lusitania* when that ship was sunk by enemy submarine and her claim is submitted by Mrs. Phillips on account of the loss of clothing, jewelry and money she had with her.

The claim was filed with the British Reparation Claims Department and by them referred to this Commission. There is no proof of loss upon which we could make an assessment in this case and no reason is given why the British Department should not have considered it.

It is not improbable that Mrs. Davis, an elderly woman (born in 1851) was returning to make her home with her people in Wales. She was a widow since 1902.

If the deceased was of Canadian citizenship when drowned, some one in Canada, the administrator of her estate, would have a claim for personal effects and money lost with her, on proof.

As the record now stands, there is nothing we can do with it and it will have to go in the "no action" file.

JAMES FRIEL,
Commissioner.

February 2, 1927.

DECISION

Case 888

Re MRS. B. LOVE

No action taken. Claim for the British Authorities.

DECISION

Case 889

Re CHARLES B. HANFORD

The claim is one for the loss of personal effects of Mr. and Mrs. William G. Bailey, who, with their daughter, were lost on the S.S. *Lusitania*.

Claimant is a brother of Mrs. Bailey. The deceased man and his wife were born in England but had been living in Canada for some time and apparently belonged to this country at the time of their death. They left no dependents.

If administration were taken out in British Columbia where they were domiciled before sailing, the estate might be entitled, on proof, to an award for the loss of personal effects and money decedents had with them. Claimant was advised of this by letter from this Commission dated August 16, 1926, to which there has not been a reply.

The claim which was originally presented to the British Reparation Claims Department and which I think should have been dealt with by them, will have to go into the "no action" file.

JAMES FRIEL,
Commissioner.

February 5, 1927.

DECISION

Case 890

Re Mrs. AGNES WARNER

This is a claim in respect of the death of her son, Tersus Selvin Warner, a *Lusitania* victim.

We have been unable to locate this claimant by letters to her solicitors and to Francis B. Clarke who was acting on her behalf.

Notice of the hearing addressed to her at the address given: 503 Central Avenue, London, Ontario, was returned by the postal authorities.

There is no proof to substantiate the declaration.

The papers will have to go in the "no action" file at least for the present.

JAMES FRIEL,
Commissioner.

February 7, 1927.

DECISION

Case 891

Re NORMAN STONES

Claimant is a British subject born in Yorkshire, England, November 18, 1886. He is a vocalist by profession. He came to Canada in 1911 to reside, and was married in Vancouver in 1912 to Hilda Mary Joy, who came to Canada to marry him. She was then 29 years of age.

Claimant got a grant of land in Texada Island, British Columbia, where he started a poultry and fruit farm which he was developing with the assistance of his wife. In April, 1915, she was summoned to England owing to the illness of a relative and claimant decided to return with her and join a University Officers' Training Corps, in which he was formerly a cadet. They sailed together on the *Lusitania*. They had with them valuable personal effects, including wedding presents, hunting equipment, watches and jewelry, etc., to the declared value of £784-5 (in Canadian money \$3,847.61). They both went down with the ship and Mrs. Stones was not seen again. The husband came to the surface, sank, rose again and was rescued. The Cunard Steamship Company show Mr. and Mrs. Stones were on the *Lusitania* at the time of her loss and that the name of Mrs. Mary Hilda Stones does not appear among the survivors. There were no children.

Included with the personal property was money lost to the amount of \$392.49 (£80).

Claimant gives his income in 1914 as £250.

I would allow claimant on account of the loss of his wife the sum of \$4,000.00 with interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement, and for his personal property and money lost \$3,500.00 with interest at the rate of 5 per cent per annum from the date of loss, May 7, 1915, to date of settlement.

This claim falls within the First Annex to Section (I), Part VIII of the Treaty of Versailles, categories (1) and (9); and I find \$7,500.00 fair compensation to the claimant with interest as above indicated.

JAMES FRIEL,
Commissioner.

May 14, 1927.

DECISION

Case 892

Re MARY LOUISA CLARKE

Claimant is a Canadian national who claims on account of the loss of the life of her husband, Alfred Russell Clarke, also a Canadian, who was a passenger on the ss. *Lusitania*. He was rescued when the ship went down but so injured that he died in a hospital in London, June 20, 1915. He was then between 55 and 56 years old and sole owner of A. R. Clarke & Company, Limited, Toronto, manufacturers of leather linings, leather vests, moccasins, and clothing in which leather is used. His business to England was to sell his goods to the British Government. He was an active healthy man when he sailed with an income from his company of about \$22,000.00 a year.

Personal effects to the value of \$1,000.00 were lost with him and samples valued at \$1,500.00.

Decedent left surviving him his widow, the claimant herein, then aged 51, one son, Griffith B. Clarke, nearly 25, and one daughter, Vivian Russell Clarke, nearly 22. In his lifetime he had been the main support of three sisters, Mary Clarke, Annie Louise Clarke and Phoebe Clarke, aged respectively 63, 58 and 54 at his death.

Alfred Russell Clarke left an estate of the gross value of \$521,825.28 as sworn to by his executors for succession duty, of which \$34,845.00 was life and \$50,000.00 accident insurance payable to his widow. The accident insurance had been \$70,000.00 but claimant settled with the company for \$50,000.00. There was real estate amounting to \$41,140.00, and stock in A. R. Clarke & Company, Limited, of the fair market value, so the affidavit of the executors stated, of \$393,000.00.

Under the will of the deceased dated June 19, 1915, the widow took the home in Rosedale, Toronto, then recently purchased by decedent for \$25,000.00 and valued in the executors affidavit at \$23,500.00 with the appurtenances and contents valued at \$1,000.00. The sisters, Mary, Annie and Phoebe were left a cash annuity of \$90.00 per month free of duty.

The testator directed the trustees, of whom the widow was one, to continue the business for ten years and divide the income equally among the widow, son and daughter. At the expiration of the ten years from the date of the testator's death, the trustees were to transfer one-third of the estate to each of them, the said wife, son and daughter, whose respective shares in the capital and income of the said estate should be absolutely vested at the death of the testator.

The succession duty was payable out of the estate. The executors and trustees were directed to appoint the son—Griffith Boustead Clarke, also an executor and trustee—managing director of A. R. Clarke & Company, Limited, and to continue him in such office during the said period of ten years unless in their judgment it would not be in the interest of the said estate.

The son was appointed managing director after the death of the testator and it is alleged mismanaged the business to its loss and such loss is put forward but not proved, as one of the elements for damages, that is to say, it was contended that if the father had survived the business would have prospered and not suffered loss. This was urged at the hearing and may as well be dismissed at this stage as not proper direct damage, even if substantiated. The son died in June 1923. For some time previous to his death, claimant had taken an active interest in the business and after his death she took full charge. The daughter had married and the son-in-law was taken into the business. Mrs. Clarke sold her home and moved into a new one with her daughter. At the time of the hearing in October 1925, she was drawing a salary of \$24,000.00 a year. For some time before the son's death, she and her daughter were receiving \$1,000.00 a month out of the business.

I do not see that Mrs. Clarke is entitled to any compensation out of funds which may be appropriated for payment ex gratia to civilians who have suffered damages directly by German action in the war. Her Counsel contended that Alfred Russell Clarke was the victim of a wrongful act.

The claim is for \$125,000.00 based on:—

“The earning power of the deceased who was in receipt of a yearly salary of \$25,000.00 as President of the A. R. Clarke Company Limited, Toronto, and on the same basis of the fact that the deceased drew from his business for the years 1910, 1911, 1912, 1913 and 1914, a total of \$108,132.70 and on the basis of the Workmen's Compensation Act for the Province of Ontario.”

The amount of income in each of the five years preceding date of death—

1910,	\$12,030 00
1911,	\$18,125 00
1912,	\$16,888 25
1913,	\$34,499 02
1914,	\$26,580 43

We have on our files a letter from the Director of the British Foreign Claims Office, dealing with the claim of a widow for compensation on account of the death of her husband in which the director says, among other things—

“If two persons share an income each cannot have the same benefit from it as he would derive if the whole of the income were enjoyed by him alone; and it therefore appears to me to be impossible to maintain a claim on behalf on the basis that she has lost the whole of the income of her late husband, when in fact, if he had lived, it would have been enjoyed by both of them. I should be glad to learn whether is entitled to the proceeds of the policies of insurance onlife. If so, in estimating the amount of her claim for the loss of her husband allowance would have to be made for the benefit which she has derived from his estate, and also for the amount a year which she receives from as I presume that sum would not have been enjoyed by her if her husband had not died.”

The same rule for compensation is laid down in a recent Ontario case that of *Glover v. Rutherford* 59, Ontario Law Reports, at page 366, and in other cases. English decisions for a long time have been to the same effect; so are the American decisions.

The question was argued fully before the Mixed Claims Commission in the case of the children and executors of *Elbert Hubbard*, one of the most noted of Lusitania victims who, with Mrs. Hubbard lost his life in that disaster. The Umpire Judge Parker, stated in his judgment:

“It will be borne in mind that the measure of the awards which this Commission is empowered to make in these cases is not the value of the lives lost but the pecuniary losses suffered by claimants resulting from the deaths. To the extent that contributions by the deceased made during their lives and those which they would probably have made to claimants but for Germany's act causing their deaths were the direct fruits of the personal efforts of the deceased whose producing powers were destroyed by their deaths, the claimants have suffered pecuniary damages which Germany is obligated to pay. But to the extent that such actual or probable contributions were derived as income from the estates of deceased which vested in the claimants on the deaths of deceased and yielded to the claimants the same income as it yielded to the deceased during their lives, the claimants have suffered no pecuniary damages (*Pym v. Great Northern Railway Co.*, 4 Best & Smith's Report 396; *San Antonio & Aransas Pass Railway Co. v. Long*, 87 Texas Supreme Court Reports).”

By the death of her husband, claimant came into about \$110,000.00 in insurance money and saleable real estate with appurtenances and these vested in her one-third share of the capital stock of A. R. Clarke & Company Limited and on closing the trust estate was entitled to one-third share of the residue. That is, I think, greatly more than she would have been entitled to had her

husband died without insurance or without property but with an income even as large as indicated. The insurance money alone at her age would have purchased for her an annuity of over \$6,000.00 a year. I do not think it can be said she suffered any pecuniary loss resulting from the death of her husband and, therefore, her claim while coming within the category from the nature of it, will have to be disallowed by reason of no damage proved.

Compensation will be allowed to the estate of the deceased for the personal effects and samples in the amount proved, namely \$2,500.00 and I would allow interest from the date of loss, May 7, 1915, at the rate of 5 per cent per annum, to date of settlement.

Decedent's estate would be substantially depreciated for expenses of his care during his last illness consequent on the injury and exposure which caused his death, for fees of physicians, surgeons, specialists, hospital fees, extraordinary funeral expenses and so forth. Mrs. Clarke went to England and was with him in the Nursing Home, Fitzroy House, London, when he died. No claim has been put in for these expenses. We have the items, however, in a similar case, that of the late Sir Frederick Orr-Lewis, another of the Lusitania victims, and I think the sum of \$5,000.00 would be a reasonable allowance to the estate of the deceased as compensation for such expenses with interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Versailles, January 10, 1920, to date of settlement.

Damages in respect of these expenses and to the loss of property come within categories (1) and (9) of the First Annex to Section (I) Part VIII of the Treaty of Versailles, and I find the sum of \$7,500.00 fair compensation payable to the trustees of the estate of Alfred Russell Clarke, with interest as indicated.

JAMES FRIEL,
Commissioner,

May 14, 1927.

DECISION

Case 893

Re DAME ETHEL ESTELLE HYMAN

On behalf of herself and infant son, Gordon Eric Kubelik

It appears from the record that Samuel Max Kubelik, of Montreal, a native of Riga, Russia, but a naturalized British subject, 31 years of age, was a second class passenger on the ss. *Lusitania* and went down with that ship. He left surviving him a widow, the above named claimant, a Canadian, born July 7, 1886 and a son Gordon Eric Kubelik, born October 5, 1912, both dependent upon him.

Decedent had \$750.00 cash on his person and baggage and jewelry to the value of \$1,000.00. At the time of his death he was engaged in the business of real estate, mortgages, loans and insurance and was going to England to negotiate a loan for clients. His annual income was given as about \$5,000.00 but the evidence in respect to it, is meagre. He left no property and only \$1,000.00 life insurance. There was no Will. After his death claimant was in poor health for a long time, owing to the shock and under the care of physicians. She and her child were maintained by her father, a merchant, until she remarried June 25, 1918. The record is silent as to the occupation or means of her second husband.

The said Dame Ethel Estelle Hyman, was appointed Tutrix and Isaac Hyman, her father, Sub-Tutor of the boy, Gordon Eric Kubelik, by the Superior Court, District of Montreal, May 21, 1915.

Administration apparently, has not been taken out in the estate of the deceased.

This case was heard before the late Commissioner June 1923. He left an unsigned memorandum of his award. He allowed the claim for money, jewelry and baggage at the amount declared, \$1,750.00, with interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement, payable to the estate of the deceased. He allowed the widow \$6,000.00 with interest at the rate of 5 per cent per annum from the 10th day of January, 1920.

I would not disturb either of these awards. As to the effects, it will be necessary to have administration.

The late Commissioner recommended in respect to the infant child, that an annuity be provided to the amount of \$500.00 per annum from the date of the death of deceased, May 7, 1915, until the child becomes of age, October 5, 1933.

It may be impracticable to pay annuities and I have in similar cases awarded a lump sum. I would in this case recommend an award of \$5,000.00 to the boy, Gordon Eric Kubelik, payable to Dame Ethel Estelle Hyman and Isaac Hyman, his guardians, with interest from the date of the ratification of the Treaty of Versailles, January 10, 1920, to date of settlement, at the rate of 5 per cent per annum.

This claim falls within the First Annex to Section (I), Part VIII of the Treaty of Versailles, categories (1) and (9) and I find \$6,000.00 fair compensation to the widow, and to the estate of the deceased, Samuel Max Kubelik, \$1,750.00 and to the guardians of the infant, \$5,000.00, with interest as above indicated.

JAMES FRIEL,

Commissioner.

August 11, 1927.

CLASS "C"

"HESPERIAN"

Case No.	Claimant	Nature of Claim	Amount Claimed	Decision
894	Ayling, Mrs. Gladys V.	Personal injury and personal effects.....	\$ 11,044 68	\$ 11,044 68
895	Hamilton, George W.	Personal effects.....	636 53	636 53
896	Price, Mrs. E. A.	Personal injury and personal effects.....	575 24	5,575 24
897	Thompson, Mrs. Mary J.	Personal effects.....	5,680 00	5,680 00
898	Lewis, Mrs. H. M.	Personal effects.....	824 23	824 23
899	Burch, C. B.	Personal effects.....	175 39	175 39
900	Jenkins, Mrs. Kate	Loss of life and personal effects.....	1,500 00	500 00
901	Noons, Miss E.	Personal effects and cash.....	597 00	597 00
902	Price, Mrs. Jane	Personal effects.....	1,820 50	1,820 50
903	Price, John W.	Personal injury and personal effects.....	10,000 00	10,000 00
904	Yates, Alfred	Personal effects.....	111 30	96 60

COMMISSIONER FRIEL'S DECISIONS

905	Burgett, Rev. A. E.	Personal effects.....	22 90	Dismissed. No evidence.
906	Scott, Miss Janet	Personal injury and personal effects.....	5,887 32	Dismissed. Paid by British authorities.
907	Abram, Thos. and Edith	Personal injury and personal effects.....	11,000 00	3,350 00
908	Bosworth, Mrs. E. A.	Personal effects.....	1,975 00	1,500 00
909	Bimson, Mrs. Alice	Personal effects.....	420 10	426 10
910	Biggs, Mrs. S. A.	Personal effects.....	574 50	574 50
911	Bate, Ethel M.	Personal effects.....	141 50	141 50
912	Grovés (Buckle), Mrs. R. A.	Personal effects.....	498 75	498 75