

amount of the indemnity. The ship was an extraordinarily well-built ship constructed in 1903 at a cost of \$170,000.00. She had been repaired in February, 1917. The British Government paid the owners \$462,090.00, or a valuation of \$80.00 per deadweight ton. "They had valuers of their own whom they called. They made us this offer and it was a question of taking it or arbitrating it," it is stated in the claim of the owners. The owners, incidentally, were one of the oldest and most experienced shipping concerns in Canada.

There is nothing on the record or in the circumstances to indicate that the Nova Scotia Steel & Coal Company, Limited, could not have bought or at all events chartered another ship at the time to replace the *Wacousta*, thereby lessening their loss, if any. As a matter of fact they or their associates did charter ships in 1915 and 1916 on time charters at 6s. and 8s. In April of the year 1915 they chartered the *Finreite*, a tramp ship like the *Wacousta*, only a little bigger, for eight months at 15s.

I am of the opinion that \$420,000.00 would fairly represent the reasonable market value of the *Wacousta* when she was lost, and that the sum of \$105,000.00 would be ample compensation to claimants for their interest in the ship under their charter, with interest at 5 per cent per annum from the date of loss, November 8, 1915, to date of settlement.

They had no insurance.

SS. "*Finreite*"

The basis of the claim is for loss and damage sustained by the company through being deprived of the use of the ship for the unexpired charter period. Evidence in support of the claim, as stated, was heard by the late Commissioner, who noted the claim for award at \$36,517.60, arrived at by deducting \$1,324.80, amount of insurance premiums the company would have had to pay for the unexpired term of the charter, from the amount claimed and dividing the balance by two. Dr. Pugsley made no finding as to the value of the ship. At the rehearing of the case before the present Commissioner this claim was abandoned.

The claim of the Nova Scotia Steel & Coal Company, Limited, in respect of the ships the *Tellus* and the *Wacousta* falls within the First Annex to Section (I), Part VIII of the Treaty of Versailles, category (9), and I find the sum of \$405,000.00 fair compensation, together with interest as indicated in each case.

JAMES FRIEL,
Commissioner.

December 1, 1927.

CLASS I

THE LATE COMMISSIONER PUGSLEY'S DECISIONS APPROVED BY COMMISSIONER FRIEL

INSURANCE CLAIMS

Case No.	Claimant	Nature of Claim	Amount Claimed		Decision
			\$	cts.	
1466	Commercial Travellers' Association.	Claim for insurance on lives of civilians on " <i>Lusitania</i> ."	1,000	00	Dismissed. Indirect.
1467	Currie, Ltd., E. & S.	War risk premiums	11,707	26	" Withdrawn.
1468	Davies Co., The Wm., Ltd.	General Accident Assurance	838,870	73	"
1469	Co. of Canada.	Loss on two policies.	19,000	00	" Indirect.
1470	Harris Abattoir Co. The, Ltd.	War risk premiums	Not stated		" "
1471	Manufacturers Life Insurance Co.	Losses on policies	912,322	00	" "
1472	North American Life Assurance Co.	"	Not stated		" "

THE LATE COMMISSIONER PUGSLEY'S DECISIONS APPROVED BY
COMMISSIONER FRIEL

INSURANCE CLAIMS—*Concluded*

Case No.	Claimant	Nature of Claim	Amount Claimed	Decision
1473	Imperial Life Assurance Co.	Losses on policies.....	\$ cts.	Dismissed. Indirect.
1474	Continental Life Insurance Co.		492,108 00	
1475	Confederation Life Assurance Co.		134,035 47	
1476	Canada Life Assurance Co.		908,935 00	
1477	Employers Liability Assurance Co.		102,388 09	
1478	Crown Life Insurance Co.		24,000 00	
1479	Excelsior Life Assurance Co.		91,832 76	
1480	Ancient Order of Foresters.		97,636 05	
1481	National Life Assurance Co. of Canada.		68,067 00	
1482	Société des Artisans Canadiens Français.		183,114 10	
1483	London & Lancashire Life Assurance Association Co., Ltd.		38,416 00	
1484	Mutual Life & Citizens Assurance Co., Ltd.		143,470 07	
1485	North British & Mercantile Insurance Co., The		12,784 86	
1486	Phoenix Assurance Co., Ltd.	22,323 27		
1487	Royal Insurance Co., Ltd.	64,365 50		
1488	Standard Life Assurance Co.	152,790 83		
1489	Sun Life Assurance Co.	131,540 56		
			1,353,932 48	

COMMISSIONER FRIEL'S DECISIONS

1490	L'Alliance Nationale Insurance Co.	Losses on war policies.....	28,951 31	Dismissed. Indirect.
1491	Dominion Life Assurance Co.	"	474,330 00	" "
1492	Great West Life Assurance Co.	"	1,379,539 16	" "
1493	London Life Insurance Co.	"	487,000 00	" "
1494	Mutual Life Assurance Co. of Canada.	"	10,526 19	" "
1495	Northern Life Assurance Co.	"	86,417 70	" "
1496	Sovereign Life Assurance Co.	"	64,356 65	" "
1497	Western Life Assurance Co.	War losses on policies.....	27,913 09	Dismissed. Indirect.
1498	Woodmen of the World.	"	46,250 00	
1499	Canadian Explosives Ltd.	Excess war premiums.....	24,525 95	" "
1500	Young Mens Christian Association.	Insurance premiums on goods	75,654 32	" "
1501	Western Assurance Co.	War losses on hulls and cargoes.	6,382,147 87	" "
1502	British America Assurance Co.	" "	329,796 14	" "
1503	Phoenix Assurance Co., Ltd. of U.S.A.	" "	136,140 00	" "
1504	Thames & Mersey Marine Insurance Co., Ltd.	" "	70,517 00	" "
1505	Union Marine Insurance Co., Ltd.	" "	8,842 00	" "
1506	Union Insurance Society of Canton.	" "	13,578 57	" "
1507	Pacific Marine Insurance Co.	War losses as re-insurers.....	138,666 53	" "
1508	Dominion Steel Corporation...	War risk premiums.....	825,079 21	" "
1509	Dale & Co.	Marine insurance.....	Not stated	" "
1510	Saskatchewan Life Assurance Co.	Insurance paid on two soldiers' lives.	2,060 00	No action; no forms filed.
1511	New York Life Insurance Co.	Policy losses.....	487,719 56	No action. Withdrawn
1512	Equitable Life Insurance Co. of U.S.A.	"	156,948 08	No action; no claim filed.
1513	L'Union St. Joseph & St. Roch	"	Not stated.	" "
1514	Gresham Life Assurance Co.	"	29,182 00	No action. Withdrawn
1515	Goodwins Ltd.	War risk insurance premiums	17,352 50	" "
1516	Wilkinson, Mrs. L.	Insurance paid on soldiers' lives. No particulars.	Not stated	No action.
			17,114,189 91	Nil

DECISION

Case 1466

Re COMMERCIAL TRAVELLERS' ASSOCIATION

This is a claim for the amount of two insurance policies paid on the lives of two civilians, who were drowned in the sinking of the ss. *Lusitania* by enemy action on May 7, 1915, each of these policies being for the sum of \$1,000.00

The names of the deceased are Thomas W. Rumble and Alfred R. Clarke.

At a sittings held before me in Toronto, October 4, 1923, Counsel appeared and requested an adjournment, because Mr. McMaster who represented the Company was engaged before the Court of Appeal.

It came up again for consideration at the sittings in Toronto in May, 1924, when I adhered to the opinion previously expressed, that in the case of accident and life insurance, there is no right of subrogation thus differing from marine and fire insurance.

This is not a claim which comes under Annex (I) to Part VIII of the Treaty of Versailles, and I am, therefore, constrained to disallow it.

WM. PUGSLEY,
Commissioner.

DECISION

Case 1467

Re E. & S. CURRIE LIMITED

This was a claim for the sum of \$11,707.26 for war risk insurance premiums paid.

A hearing of this claim was fixed for May 8, 1924, but the claimants did not appear, having written a letter, dated October 7, 1923, in which they stated that they withdrew their claim.

I had previously decided that claims of this nature did not come within the provisions of Annex 1 of Part 8 of the Treaty of Versailles, and in consequence the claim was withdrawn as above stated.

WM. PUGSLEY,
Commissioner.

DECISION

Case 1468

Re THE WM. DAVIES COMPANY LIMITED

This was a claim for the sum of \$838,870.73 of which all but the sum of \$8,460.00 was for war risk insurance, and the said \$8,460.00 was for damaged meat shipped on board the ss. *Lake Michigan* which was struck by an enemy mine and delayed.

I had previously decided against claims of war risk insurance premiums paid and the claimants first withdrew the claim for this portion, namely \$830,410.73 and subsequently withdrew the remaining \$8,460.00 of the claim by letter on file dated May 6, 1924.

This claim, therefore, is one which has been withdrawn by the claimant in full.

WM. PUGSLEY,
Commissioner.

DECISION

Case 1469

Re GENERAL ACCIDENT ASSURANCE CO. OF CANADA

This is a claim for the amount of insurance paid by the Company on the lives of two civilians who were drowned in the sinking of the ss. *Lusitania* by enemy submarine on May 7, 1915.

The payments were made as follows:—

(1) Gustav Nyblom..	\$ 4,000 00
(2) James M. Young..	\$15,000 00

At a sittings held before me at Toronto on the 12th October, 1923, Mr. J. A. MacIntosh, K.C., appeared for the claimants.

He stated that Mr. Nyblom's body was recovered and sent to Sweden for burial and proof was filed that the assured was naturalized in Canada in November, 1913.

As regards Mr. Young, he was a Canadian citizen and a resident of Hamilton, Ont.

The company satisfied itself as to proof of death in his case, and paid the amount of the insurance which was \$15,000.00. The Policy was for \$7,500.00 with a double liability clause in case of death on a passenger boat.

Mr. William A. Barrington, Assistant Manager of the Company produced the form of the policy used in Mr. Nyblom's case and stated that the Company investigated the proof of death and paid the amount of insurance, namely \$4,000.00.

I pointed out to the counsel that in my opinion the principle of subrogation did not exist in dealing with claims of life or accident insurance and referred to my finding in a claim made by the Sun Life Assurance Co., in which I stated in my opinion the direct damage was done to the civilian individual whose life was lost and that, therefore, the loss to the Company was indirect and did not come within any of the categories of Annex (I). My finding in Sun Life Case, applies to this claim, and I disallow it because the loss here, is indirect and there is no right of subrogation to the Company in the case of life or accident insurance.

WM. PUGSLEY,
Commissioner.

DECISION

Case 1470

Re THE HARRIS ABATTOIR COMPANY, LIMITED

No formal claim was filed in this matter, but at a sittings held before me at Toronto on May 13, 1924, reference was made to a letter on file from the claimant, dated April 26, 1923, in which it is stated that this claim is based upon extra war risk insurance premiums paid because of the unrestricted German submarine warfare.

In view of this I have decided that this claim does not come within the provisions of Annex I, of Part VIII, of the Treaty of Versailles, I disallow it.

WM. PUGSLEY,
Commissioner.

DECISION

Cases 1471 to 1478 Inclusive

MANUFACTURERS LIFE INSURANCE CO., NORTH AMERICAN LIFE ASSURANCE CO., IMPERIAL LIFE ASSURANCE CO., CONTINENTAL LIFE INSURANCE CO., CONFEDERATION LIFE ASSURANCE CO., CANADA LIFE ASSURANCE CO., EMPLOYERS' LIABILITY ASSURANCE CO., CROWN LIFE INSURANCE CO.

The claims of these companies came before me for hearing in the city of Toronto, on May 9, 1924, the Manufacturers Life Insurance Co., being represented by D. R. MacKenzie, The North American Life Assurance Co., by W. B. Taylor, The Imperial Life Assurance Co., by G. Cecil Moore, The Continental Life Insurance Co., by Charles H. Fuller, The Confederation Life Association by F. Findlay, The Canada Life Assurance Co., by G. B. Coyne, The Employers' Liability Assurance Co., by George M. Willoughby, and The Crown Life Insurance Co., by H. R. Stephenson.

These claims represent amounts paid by the various companies upon policies of insurance on persons who were alleged to have been either injured or killed by enemy action.

In discussing these claims with the various representatives of the Insurance Companies, I advised them that in my opinion their claims would not rank, as their losses were not direct and that my report would necessarily be adverse.

The question of subrogation was discussed and Mr. Willoughby representing the Employers' Liability Assurance Corporation, quoted the case of *Castellaine vs. Preston*, 11 Q.B.D., page 380, where the principle is laid down that the insurer is entitled to all the rights and advantages of the assured. This, however, was a case of fire insurance.

I expressed the opinion that fire and marine insurance are in a different position from accident and life insurance there being no right of subrogation in cases of accident or life insurance.

I disallow all of these claims for the amounts as filed being as follows:—

Company	For Claims arising from illegal warfare	Other War Claims
Manufacturers Life Ins. Co.	\$ 4,487 00	\$ 907,835 00
North American Life Assurance Co.	Not stated	
Imperial Life Assurance Co.	5,618 00	492,108 00
Continental Life Insurance Co.	134,035 47
Confederation Life Association.	14,217 00	894,768 00
Canada Life Assurance Co.	57,567 76	1,408,530 97
Employers' Liability Assurance Co.	34,000 00	--
Crown Life Insurance Co.	91,832 76

In addition to the above claimants who were represented before me at the sittings held in Toronto on the same date, claims were also filed by the National Life Assurance Co., of Canada, the Ancient Order of Foresters, and the Excelsior Life Assurance Co., all of Toronto, and each of these companies was in the same position as those mentioned above. Therefore, I disallow their claims for the amounts stated as follows:—

National Life Assurance Co., of Canada.	\$36,737 80
Ancient Order of Foresters.	68,067 00
Excelsior Life Assurance Co.	97,636 05

WM. PUGSLEY,
Commissioner.

Cases 1479 to 1481 Inclusive*Re* EXCELSIOR LIFE ASSURANCE CO.*Re* ANCIENT ORDER OF FORESTERS*Re* NATIONAL LIFE ASSURANCE CO. OF CANADA

No decision drafted. Life insurance claims all dismissed as per decisions in previous cases.

DECISION

Case 1482*Re* SOCIETE DES ARTISANS CANADIENS FRANCAIS, MONTREAL

This is a claim for the sum of \$38,416.00, being amount of insurance upon the lives of quite a number of members of the Company, who were killed in the war, with the exception of one who was a commercial traveller, and who was drowned on the *Lusitania*.

In my opinion this is not a claim coming within the provisions of Annex (1), to part (8) of the Treaty.

The direct injury was to the persons who were killed and the claim of the Company which paid insurance which had been placed by the claimant must be regarded as an indirect claim which does not come within the provisions of Annex (I) to part (8) of the Treaty.

I, therefore, disallow this claim.

WM. PUGSLEY,
Commissioner.

DECISION

Case 1483*Re* LONDON AND LANCASHIRE LIFE AND GENERAL ASSURANCE ASSOCIATION LIMITED

This company makes a claim for \$143,470.07, paid as insurance upon the lives of a large number of persons, whose deaths were the result of enemy action during the war.

I am of the opinion that this is not a direct claim coming within any of the categories of Annex (I) to part (8) of the Treaty of Versailles, and therefore, it is not allowed.

WM. PUGSLEY,
Commissioner.

DECISION

Case 1484*Re* THE MUTUAL LIFE AND CITIZENS' ASSURANCE COMPANY, LIMITED

This association claims \$12,784.86, being the amount paid for insurance upon a number of soldiers who lost their lives in the war.

In my opinion this is not a direct claim coming within the provisions of Annex (I) to Part (8) of the Treaty of Versailles, and I therefore, disallow it.

WM. PUGSLEY,
Commissioner.

DECISION

Case 1485

Re THE NORTH BRITISH AND MERCANTILE INSURANCE COMPANY

This claim is for \$22,323.27 being for insurance upon the lives of a number of people whose deaths were caused by operations of war.

In my opinion this is not a direct claim coming within the provisions of Annex (I) to Part (8) of the Treaty of Versailles, and, therefore, I disallow it.

WM. PUGSLEY,
Commissioner.

DECISION

Case 1486

Re THE PHOENIX ASSURANCE COMPANY, LIMITED

This company's claim is of two parts.

1. Being for \$64,365.50 less reserve which totals \$9,676.

2. For insurance paid in respect of losses caused by the torpedoing of various vessels carrying cargo in respect of which the company paid insurance.

I think the claim for life insurance paid, in my opinion is not a direct claim coming within any of the categories of Annex (I) to part (8) of the Treaty of Versailles, and, therefore, I disallow it.

NOTE.—The claim for Marine losses will appear in another part of my report.

WM. PUGSLEY,
Commissioner.

DECISION

Case 1487

Re ROYAL INSURANCE COMPANY, LIMITED

This company makes a claim for \$152,790.88, being amount paid by the claimant company for insurance policies issued on the lives of soldiers, who were killed while serving in the war.

In my opinion this is not a direct claim coming within the provisions of Annex (I) to Part (8) of the Treaty of Versailles, and, therefore, I disallow it.

WM. PUGSLEY,
Commissioner.

DECISION

Case 1488

Re THE STANDARD LIFE ASSURANCE COMPANY

This company makes a claim for \$131,546.56, being the amount of money paid by this company upon the lives of a number of people whose deaths were caused by operations of war.

In my opinion this is not a direct claim coming within the provisions of Annex (I) to part (8) of the Treaty of Versailles, and, therefore, I disallow it.

WM. PUGSLEY,
Commissioner.

DECISION

Case 1489

Re SUN LIFE ASSURANCE COMPANY

This company claims the sum of \$1,353,932.48 being the amount of insurance paid upon policies issued on the lives of men who died in the Military or Naval Services during the war.

The amount is made up as follows:—

Amount of insurance paid.....	\$1,630,824 09
Amount of reserve	276,891 61
	\$1,353,932 48

The company very ably and ingeniously argues (which arguments were presented by the President of the company and by the company counsel) and urged that but for the deaths of the insured, not all the reserve for these policies would have been sufficient to pay the amounts in the ordinary course of events, and they, therefore, claim that the deaths of the insured caused by the war, impaired the company to this extent, and therefore, it must be regarded as a direct injury to the company, by which the company is entitled to claim under the Treaty.

I have very carefully considered all, and I am unable to take this view, it being my opinion that the direct injury is to the person, and the claim of the company cannot be regarded as a direct claim.

It is not included, as I think, in any of the categories of Annex (I) to part (8) of the Treaty of Versailles, and, therefore, I disallow it.

WM. PUGSLEY,
Commissioner.

DECISION

Case 1490,

Re L'ALLIANCE NATIONALE (INSURANCE COMPANY)

This claim was filed in respect to losses for insurance paid to heirs of men who lost their lives in the war, and for indemnities paid to men wounded or incapacitated through sickness. The claim is similar to others filed by Life Insurance Companies and disallowed: This Commission deals with injuries to civilians. Losses claimed for were for insurance on the lives of soldiers and injuries to soldiers, and would not be recoverable by the dependents or the victims themselves, and under no circumstances by the insurance company which was not directly damaged. The latter objection would apply also to losses of civilians.

The claim of L'Alliance Nationale was not pressed. For the purposes of this record it is disallowed as not coming within the scope of the Commission.

July 7, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1491

Re DOMINION LIFE ASSURANCE COMPANY

This claim is for losses under policies, on account of deaths due to the war. The claim is similar to claims of other Life Insurance Companies not considered as due to direct action of the enemy, consequently not coming within the Treaty, or the scope of this Commission. This particular claim was not pressed. For the purposes of the record it is disallowed.

July 9, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1492

Re THE GREAT-WEST LIFE ASSURANCE COMPANY

Claimants are a Canadian life insurance company. Their claim in this instance is for \$21,282.43 for the losses incurred by paying policies of persons insured in the Company who lost their lives in the sinking of the *Lusitania*.

Claims of this nature do not come within any of the categories in Annex I, Part VIII, Section 1, of the Treaty of Versailles, and consequently are not within the purview of this Commission. The damage in these cases was done to the insured and to the surviving dependents, and not directly to the insurance company. Under category (9) we deal with damage in respect of all property, (belonging to our nationals with certain exceptions), seized, injured or destroyed by the acts of Germany or her allies on land, sea, or from the air, or damage, directly in consequence of hostilities or any operation of war. The interest of the Insurance Company in the lives lost cannot in any way be considered property in the sense of this category. Their claim cannot be based on damage to "property." There is nothing in any of the other categories that by the greatest stretch of interpretation would in any way touch the subject matter of these claims.

The Great-West Life Assurance Company also claim the amount of \$1,358.-256.73 compensation from loss of their policies held by persons, both civil and military, who lost their lives by enemy action during the war.

This second claim is in the same position as the claim in respect of the insured lost on the *Lusitania*. It is outside the Treaty. It is not based on damage to the person or the property of the claimant. Life insurance is an absolute agreement for the payment of an amount certain on the happening of an event certain-death-at a time uncertain. There is no relation to the value of that life or to the pecuniary losses from the death. The contract requires that the life insurance company pay the amounts to the beneficiaries entitled under the policies, not because the latter have suffered any loss or because there has been any loss, but solely because the insurers bound themselves by contract to make such a payment upon the occurrence of that death. The losses of the insurers by reason of such payments are not substituted for and do not stand in the place of losses which would otherwise be suffered by the payee whose losses are reduced to the extent of the payment made, as in fire, marine and war-risk insurance losses. There is no subrogation.

These claims are disallowed as not coming within the Treaty.

April 12, 1926.

JAMES FRIEL.
Commissioner.

DECISION

Case 1493

Re LONDON LIFE INSURANCE COMPANY

Claim is on account of loss sustained under policies of life insurance on account of the war. Similar claims were disallowed by the late Dr. Pugsley.

This claim was not pressed and if it had been, it could not have been entertained.

For the purpose of the record, it 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.

June 19, 1926.

JAMES FRIEL.
Commissioner.

DECISION

Case 1494

Re THE MUTUAL LIFE ASSURANCE COMPANY OF CANADA

The claim was filed originally for general losses on account of death in the war, including deaths of insured soldiers. The claim was changed later, to cover only deaths resulting from the sinking of the ss. *Lusitania*, and the *Californian*, when torpedoed by German submarines and other such losses.

The losses in these cases are not by way of direct damage which was to the person of the deceased and his dependents. The damage sustained by the insurance companies is indirect. In the case of loss of lives of soldiers insured, there is the further reason that decedents were combatants and not civilians.

This claim, which was not pressed particularly, is disallowed for the purposes of our record.

August 2, 1926.

JAMES FRIEL.

Commissioner.

DECISION

Case 1495

Re NORTHERN LIFE ASSURANCE COMPANY

Claim is on account of loss sustained under policies of life insurance on account of the war including one loss by the Halifax explosion. Similar claims were disallowed by the late Dr. Pugsley.

This claim was not pressed and if it had been, could not have been entertained.

For the purpose of the record, it 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.

June 19, 1926.

JAMES FRIEL,

Commissioner.

DECISION

Case 1496

Re THE SOVEREIGN LIFE ASSURANCE COMPANY

This is a claim similar to other claims of life insurance companies for compensation for their war losses. The amount claimed is \$64,356.65. The claim does not seem to have been pressed. In view of the decision of the Commissioner in other similar cases to the effect that these claims did not come within any of the categories of the Treaty for reason that the insurance company could not claim for damage to person or injury to property, and could not bring their claim within any of the categories of Annex 1, Part VIII, Section 1, and in case of life insurance loss there is no subrogation.

The claim for the purpose of our records is therefore disallowed.

April 12, 1926.

JAMES FRIEL,

Commissioner.

DECISION

Case 1497

Re THE WESTERN LIFE ASSURANCE COMPANY

Claim is for losses on the lives of Canadian soldiers engaged in the war. This Commission by several decisions has already refused to certify compensation to Life Insurance Companies on losses on death of civilian policy holders, such claims not being based on damage to the person or the property of the claimant.

There is no maintainable argument in respect to losses on lives of soldiers. This claim is therefore disallowed as not coming within the Treaty.

April 12, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1498

Re WOODMEN OF THE WORLD

This society filed a list of the members killed in action and the amount of insurance paid on account of their death, but do not seem to have pressed the matter further.

Like similar claims of other life insurance companies, it could not be considered. Such losses were by way of indirect damage and do not come within the scope of this Commission.

For the purpose of our record, I disallow it.

August 7, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1499

Re CANADIAN EXPLOSIVES LIMITED AND DOMINION CARTRIDGE Co., LIMITED

Claimants are a Canadian corporation.

Their claim is for excess insurance paid by them on goods covering war risk insurance. The claim was reduced to premium monies paid on shipments of goods in civilian commercial manufacture.

It is a claim simply on account of war risk insurance. The case was heard before the late Commissioner at Montreal in June, 1923, who noted it for disallowance, in the same way that similar cases were disallowed.

Such claims do not come within any of the categories of the First Annex to Section (I), Part VIII, of the Treaty of Versailles, as no direct injury was done to the claimants as a result of any act of war.

As a matter of precaution they effected war risk insurance in order to protect themselves against such destruction of property by operations of war.

The claim, is, therefore, disallowed.

December 16, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1500

Re YOUNG MEN'S CHRISTIAN ASSOCIATION

Claimant Association is incorporated in Canada under Federal Charter. Their claim is for War Risk Insurance premiums paid by the Association upon goods which were shipped by them during the war and in respect of which no amount was received by them.

The claim was heard by the late Commissioner at Montreal, in June, 1923, who decided that it did not come within any of the categories of the First Annex of Section (I), Part VIII, of the Treaty. Claimants did not suffer by reason of any injury to their property and the amount which they paid out was rather for protection against the possibility of the property being destroyed. He noted the claim for disallowance. The decision is in line with the judgments of the Mixed Claims Commission and the British Reparations Commission.

The claim is disallowed.

December 15, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1501

Re THE WESTERN ASSURANCE COMPANY

This company was incorporated under the laws of the Province of Ontario and has its head office in the city of Toronto, with large branch agencies in London, England, and New York City.

It claims in respect of losses sustained during the war period from August, 1914, to November, 1918, as the result of enemy action, said losses consisting of payments made on account of policies of marine insurance for war risk upon hulls and cargoes of various vessels either destroyed or attacked by the enemy.

The case was heard by the late Commissioner at Toronto, in May, 1924, and at Ottawa, in November, 1924. Counsel for claimants in support of the claim referred to the decision of the American Mixed Claims Commission in similar claims on behalf of the American Underwriters and other insurance companies. The Commissioner thought that the doctrine of subrogation applied and he was disposed to allow the claim to the extent of losses paid by claimants to the owners of hulls and cargoes, who were Canadian nationals, and who might themselves, have been entitled to claim before him had they not been paid by the Underwriters.

I do not think the American cases are in point. It was the province of their Commission to adjudicate claims presented by the United States, on its own behalf and on behalf of its nationals, against Germany falling within the several categories defined or described in the Treaty of Berlin, one of which categories covered:—

"All losses, damages, or injuries to them . . . suffered directly or indirectly during the war period, caused by acts of Germany or her agents in the prosecution of the war." . . .

The primary purpose of such adjudication was to determine the amount of Germany's obligations to the United States under the Treaty.

The American Commission gave the owners of a ship destroyed, judgment against Germany for the ascertained value of the ship, less the war risk insurance collected. Germany was then asked to reimburse the insurers and agreed to do so in this way agreeing to pay the full amount of damage. She is concerned

only with the amount of her obligations and not with any disposition which might be made by the United States of such amount when paid. If the American Government turns over to the insurance companies the amount collected from Germany in their name, that is their good fortune. England agreed to take a lump sum for reparations and allotted a share to Canada. Such monies when received go into the Canadian treasury.

The report of the British authorities in submitting the British Reparation Account to the Reparation Commission recites that:—

"In calculating the amount of damage in each case only damage caused by specific acts of Germany and her allies, or damage directly in consequence of specific hostilities or specific operations of war, has been included and indirect and consequential damage has been excluded."

In connection with the item in the British account for damages "by air or bombardment from the sea" this explanation is made:—

"... All cases of indirect and consequential damage have been rejected, as well as those cases in which there is no clear evidence that damage was due to an act of aggression by the enemy."

"... Claims in respect of loss of business, profits, good-will and other consequential damage of a like nature have been excluded."

Reparations cover not only compensation to civilians in certain cases, but all pensions and compensation in the nature of pensions, to naval and military victims of the war and their dependents, cost of assistance to prisoners of war and their families and dependents and allowances to families and dependents of mobilized persons or persons serving with the forces.

Claims were referred to this Commission, to consider in the first place if they came within the categories of the Annex and in the second place what would be fair compensation, preliminary no doubt, to Parliament voting the monies for payment out of the funds received from England for Canada's share of British reparations.

Article 232 of the Treaty requires that Germany shall make:—

"Compensation for all damage done to the civilian population of the Allied and Associated Powers and to their property during the period of belligerency of each as an Allied or Associated Power against Germany by such aggression by land, by sea and from the air, and in general all damage as defined in Annex I hereto."

Then follows an enumeration of ten categories, including three numbers, 5-6 and 7, which deal with reimbursement to the Allied and Associated Powers of the cost of pensions and operations and other allowances, rather than damages suffered by the civilian population.

We are restricted to the consideration of damages only as defined by the categories.

Claimants contend that category (9) applies which is in respect of:—

"Damage in respect of all property wherever situated belonging to any of the Allied or Associated States or their nationals, with the exception of naval and military works or materials, which have been carried off, seized, injured or destroyed by the acts of Germany or her allies on land, on sea or from the air, or damage directly in consequence of hostilities or of any operations of war."

Property in this category means physical property, tangible things, attention being called to the final words "damage directly in consequence of hostilities or any operations of war." Lord Sumner's Commission directed the British Reparation Claims Department that the last words of paragraph (9) must be read with the whole paragraph as referring to property.

In the case of the loss of a ship, we recommend as compensation to the owner the difference between the value of the vessel and the amount of insurance received. There is no provision for the insurers. Their damage is indirect and consequential. The ship was not their property. For a premium which they increased and regulated according to the risk, they sold the owner insurance. That was their business. They had losses and they had profits.

There is nothing in our commission or in the Orders in Council upon which it is based, or in the spirit or intent of the proposal to make compensation under the categories that would call for subrogation in cases of this kind.

We may well follow the ruling laid down for the Reparation Commission in the Treaty—not to be bound by any particular code or rules of law, but to be guided by justice, equity and good faith.

There is no reason why the insurance business should receive special consideration. I would disallow the claim as it does not come within any of the categories of the First Annex to Section (I) Part VIII of the Treaty of Versailles.

January 19, 1927.

JAMES FRIEL,
Commissioner.

DECISION

Case 1502

Re THE BRITISH AMERICA ASSURANCE COMPANY

This company was incorporated under the laws of the Province of Ontario and has its head office in the City of Toronto with large branch agencies in London, England, and New York City.

It claims in respect of losses sustained during the war period from August, 1914, to November, 1918, as the result of enemy action, said losses consisting of payments made on account of policies of marine insurance for war risk upon hulls and cargoes of various vessels either destroyed or attacked by the enemy.

For the reasons given in the Western Assurance Company claim, I would disallow this claim as it does not come within any of the categories of the First Annex to Section (I) Part VIII of the Treaty of Versailles.

January 19, 1927.

JAMES FRIEL,
Commissioner.

DECISION

Case 1503

Re THE PHOENIX ASSURANCE COMPANY LIMITED

This is a British company and its claim is in respect of losses sustained during the war period under policies issued by Canadian agencies of marine insurance for war risk upon hulls and cargoes of various vessels either destroyed or attacked by the enemy.

Without going into any other reason why we should not consider this claim, I would disallow it for the reasons given in the Western Assurance Company claim, as it does not come within any of the categories of the First Annex to Section (I) Part VIII of the Treaty of Versailles.

January 19, 1927.

JAMES FRIEL,
Commissioner.

DECISION

Case 1504

Re THE THAMES & MERSEY MARINE INSURANCE CO., LIMITED

This is a British company and its claim is in respect of losses sustained during the war period under policies issued by Canadian agencies of marine insurance for war risk upon hulls and cargoes of various vessels either destroyed or attacked by the enemy.

Without going into any other reason why we should not consider this claim, I would disallow it for the reasons given in the Western Assurance Company claim, as it does not come within any of the categories of the First Annex to Section (I), Part VIII, of the Treaty of Versailles.

January 19, 1927.

JAMES FRIEL,
Commissioner.

DECISION

Case 1505

Re THE UNION MARINE INSURANCE COMPANY, LIMITED

This claim is in respect of losses sustained during the war period under policies issued by Canadian agencies of marine insurance for war risk upon hulls and cargoes of various vessels either destroyed or attacked by the enemy.

Without going into any other reason why we should not consider this claim, I would disallow it for the reasons given in the Western Assurance Company claim, as it does not come within any of the categories of the First Annex to Section (I), Part VIII, of the Treaty of Versailles.

January 19, 1927.

JAMES FRIEL,
Commissioner.

DECISION

Case 1506

Re THE UNION INSURANCE SOCIETY OF CANTON

This claim is in respect of losses sustained during the war period under policies issued by Canadian agencies of marine insurance for war risk upon hulls and cargoes of various vessels either destroyed or attacked by the enemy.

Without going into any other reason why we should not consider this claim, I would disallow it for the reasons given in the Western Assurance Company claim, as it does not come within any of the categories of the First Annex to Section (I), Part VIII, of the Treaty of Versailles.

January 19, 1927.

JAMES FRIEL,
Commissioner.

DECISION

Case 1507

Re THE PACIFIC MARINE INSURANCE COMPANY

This is a Canadian Company incorporated under the Dominion Act. During the war it was carrying on a general marine insurance business. It re-insured for the Saint Paul Fire and Marine Insurance Company of St. Paul, Minnesota, U.S.A., and became liable as re-insurer for certain losses incurred by the Saint Paul Company, under marine policies issued by it. Being a Canadian company, the United States Mixed Claims Commission refused to consider or deal with claims on behalf of the Pacific Marine Insurance Company but upheld the claims of the other United States companies who were also insurers of the Saint Paul Fire and Marine Insurance Company, for reimbursement in respect of losses on war risk policies.

Claimants were also associated during the years of 1914 and 1918 with various other marine insurance companies, issuing policies of marine under the direction of Dale & Co., of Montreal and met with losses under such policies.

The case was before the Commission at Vancouver, August 31, 1925. The question was discussed as to whether claimants could share in Canadian reparations as co-insurers for an American Company either on Canadian hulls and cargoes or foreign hulls and cargoes.

It seems to have been considered then, that the late Commissioner had decided in the cases of the Western Assurance Company and the British America Assurance Company that the insurance companies would rank to the extent of insurance paid on war risk losses but only on Canadian owned property.

I do not think it necessary to decide claimant's status in respect to its claim which I propose to disallow, for the reasons set forth in my judgment of the Western Assurance Company. These war risk losses by insurers do not come within any of the categories of the Annex.

January 20, 1927.

JAMES FRIEL,
Commissioner.

Case 1508

Re DOMINION STEEL CORPORATION

War risk premiums, \$825,079.21.

No action-taken. This claim not pressed.

Case 1509

DECISION

Re DALE & COMPANY

Dale and Company are agents in a big way for British and foreign insurance companies doing business in Canada. They wanted to know whether, with reference to losses in war risk insurance of their companies emanating in Canada, they, as Canadian managers under Power of Attorney would rank for their respective companies or whether the claims should come from the Head Office of the company in each case.

It would seem to me that the insurance company itself, under its own name, should present any claims it might have but I take it that it is unnecessary to answer the question. I am dismissing all claims of insurance companies for loss of war risk insurance as not coming within any of the categories of the Annex.

See judgment in the case of the Western Assurance Company.

January 20, 1927.

JAMES FRIEL,
Commissioner.

Cases 1510 to 1515 Inclusive

Re SASKATCHEWAN LIFE ASSURANCE CO.
NEW YORK LIFE INSURANCE CO.
EQUITABLE LIFE INSURANCE CO.
L'UNION ST. JOSEPH & ST. ROCH
GRESHAM LIFE ASSURANCE CO.
GOODWINS LIMITED

Claims arising out of insurance policy losses and premiums paid. No decision drafted as they are all dismissed following other written insurance decisions.

DECISION

Case 1516

Re MRS. L. WILKINSON

This seems to be a claim for Mrs. L. Wilkinson who is dead. The claim is in respect of insurance of L. S. Beattie who was a private in the Princess Pats and was killed.

There is nothing in the form of a claim filed and if there had been it could not be entertained, deceased being a soldier on active service.

The papers may go in with the "No Action" file.

JAMES FRIEL,
Commissioner.

February 2, 1927.

CLASS M

THE LATE COMMISSIONER PUGSLEY'S DECISIONS APPROVED BY
COMMISSIONER FRIEL

LOSS OF LIFE OF SOLDIERS AND NURSES ON HOSPITAL SHIPS, ETC.

Case No.	Claimant	Nature of Claim	Amount claimed	Decision
			\$ cts.	
1517	Burns, Mrs. Bessie.....	Loss of life of son, soldier on "Leinster", Oct. 10/18.	10,000 00	Dismissed; victim not a civilian passenger
1518	Davis, Misses Mary and Florence.	Loss of life on "Llandoverly Castle", June 27/18.	6,215 70	"
1518A	Stammers, Mrs. Sarah L.....	Loss of life on "Llandoverly Castle", June 27/18.	748 00	598 00
1519	Leonard, Mrs. Annie.....	" "	25,000 00	Disallowed
1520	McKenzie, Mrs. Mary B.....	" "	30,000 00	Dismissed
1521	Cowie, Mrs. Kathleen.....	" "	15,300 00	"
1522	Watt, Mrs. Maria.....	Loss of life on "Stephen Furness", Dec. 13/17.	Not stated	"
1523	McAllister, Mrs. Helen.....	Loss of life on "Thos. Cornwall", Oct. 9/18.	"	"
1523A	Fisher, Estate of Archie.....	Loss of life on H.M.S. "Steyne", June 10/18.	12,500 00	"

COMMISSIONER FRIEL'S DECISIONS

1524	Angus, Mrs. Annie.....	Loss of life on "Llandoverly Castle", June 27/18.	Not stated	Dismissed; victim not a civilian passenger
1525	Bristow, Mrs. Emily R.....	Loss of life on "Llandoverly Castle", June 27/18.	5,000 00	"
1526	Crowley, Michael (dec'd).....	Loss of life on "Leinster", Oct. 10/18.	10,000 00	"
1527	Daley, Mrs. Annie.....	Loss of life of son on "Llandoverly Castle", June 27/18.	5,000 00	"
1528	James, Mrs. Nellie.....	Loss of life of son on "Llandoverly Castle", June 27/18.	5,000 00	"
1529	McDonald, Hugh.....	Loss of life of son on "Llandoverly Castle", June 27/18.	Not stated	"
1529A	Gwynne, Estate of Cyril.....	Loss of life on "Leinster", Oct. 10/18.	500 00	"
1530	Nash, Mrs. Annie E.....	Loss of life of son on "Llandoverly Castle", June 27/18.	10,000 00	"
1531	Pickard, Mrs. Maud H.....	Loss of life of husband, "Persia", Dec. 30/15.	25,000 00	"
1532	Romans, Mrs. Minnie.....	Loss of life of brother on "Furness", Dec. 13/17.	Not stated.	"
1533	Ritchie, Mrs. J.....	Personal effects of son on "Ina Williams", May 30/17.	150 00	"

COMMISSIONER FRIEL'S DECISIONS

LOSS OF LIFE OF SOLDIERS AND NURSES ON HOSPITAL SHIPS, ETC.—*Concluded*

Case No.	Claimant	Nature of Claim	Amount claimed	Decision
1534	Shipman, Mrs. R.	Loss of life of son on "Llandoverly Castle", June 27/18	\$ 10,000 00	Dismissed, victim not a civilian passenger
1535	Sare, Mrs. Annie G.	Loss of life of daughter on "Llandoverly Castle", June 27/18.	25,000 00	
1536	Brown, Mrs. S. B.	Loss of life of husband on "Llandoverly Castle", June 27/18.	40,000 00	"
1537	Higgerty, Mrs. Jane	Loss of life of son on "Leinster", Oct. 10/18.	26,000 00	"
1538	Howard, Geo. V. W.	Loss of personal effects on the "Angelia", Nov. 17/15	411 62	Dismissed; paid by Military Authorities
1539	Bayford, Harry M.	Personal effects lost on "Caldarian", Mar. 1/18.	200 00	
1540	Oldrey, Mrs. Clara	Loss of life of husband on "Laurentic", Jan. 19/17.	Not stated	Dismissed; victim not a civilian passenger Dismissed.
1541	Biggane, Patrick (dec'd)	Loss of life of son on "Leinster", Oct. 10/18.	5,000 00	
1542	McPhee, Mrs. Alexina	Loss of life of son on "Lanfranc", 1917.	Not stated	No action.
			237,023 32	598 00

DECISION

Case 1517

Re Mrs. BESSIE BURNS

This is a claim for the loss of life of her son W. R. Burns, Jr., who was a private in the Canadian Expeditionary Forces and who lost his life in the torpedoing of the ss. *Leinster* by enemy submarine on October 10, 1918.

The amount of the claim is for \$10,000.00.

At a sittings held before me at Toronto on May 8, 1924, Mr. W. J. McPherson, appeared and stated that the father who originally filed a claim in this respect, has since died very suddenly.

Mrs. Bessie Burns appeared and gave evidence.

She is the step-mother of the deceased, and stated that she did not receive any pension.

She was born in Nova Scotia and now resides in Toronto. She stated that deceased soldier was not married and that he was on leave of absence at the time of his death.

He used to assist in supporting the family giving part of his salary and Mrs. Burns is now left with a little daughter who was the deceased's half sister.

The deceased used to send about \$15.00 per month home and Mrs. Burns was unable to say whether any insurance was paid as a result of his death, but in any event she received nothing.

I pointed out that my authority was limited to claims arising out of the death of civilians and that I would not be able to allow the claim. I promised, however, that a copy of the evidence as taken before me, would be referred to the Military authorities, in order to ascertain whether something could be done from that source to compensate the claimant.

The claim is, therefore, disallowed, and I have instructed my Secretary to communicate with the Military authorities, forwarding a copy of the evidence.

WM. PUGSLEY,
Commissioner.

DECISION

Case 1518

Re MISS MARY HOPE DAVIS AND MISS FLORENCE N. DAVIS

This claim arises out of the loss of life of Major Gustavus Davis, Medical Officer on board the ss. *Llandoverly Castle*, which was sunk by enemy submarine on the 27th June, 1918.

Both of the claimants were born in Ontario and were sisters of the deceased Major Davis, who was forty-four years of age at the time of his death and was unmarried.

There are various statutory declarations on file—(1) made by Miss Florence Davis, and dated 13th March, 1922, in which she states the amount claimed by them both to be an annual income of \$720.00 less the sum of \$250.00 per annum by which their interest in his estate would benefit them, making an annuity of \$470.00 per annum capitalized at \$6,215.70.

These figures are arrived at on the basis that during the period of their brother's enlistment they received an annual income of \$720.00 on account of Assigned Pay.

It appears that the two claimants and the deceased brother had previously lived together at Welland, Ontario, where they kept house and he contributed to their support, he being a practising physician in that town.

I find from a review of the evidence on file, that the Death Certificate was issued by the Department of Militia and Defence of Canada and there is also a true copy of the Probate of the Will of the late Major Davis showing the extent to which his sisters benefited in his estate.

I have no reason whatever to doubt the accuracy of the statements contained on file, but I do not think it necessary to put these claimants to the trouble or expense of appearing before me to give evidence, because it is clear that at the time of his death Major Davis was enlisted with the Canadian Army Medical Corps.

As I am limited by the terms of Annex (I) to Part VIII of the Treaty of Peace, to direct damage to civilians, I find that I must disallow this claim in view of the fact that Major Davis was not a civilian at the time of his death.

WM. PUGSLEY,
Commissioner.

DECISION

Case 1518a

Re MRS. SARAH L. STAMERS

This is a claim for the loss of life of a Nursing Sister who was drowned in the sinking of the ss. *Llandoverly Castle*, torpedoed by the enemy on June 27, 1918, and for the loss of personal belongings of the deceased. The claim as filed is for

(1) Personal effects.. . . .	\$ 748 00
(2) Loss of life.. . . .	25,000 00
Total.. . . .	\$25,748 00

The claimant appeared before me at St. John, N.B., on July 30, 1924, and stated that she is a resident of the City of St. John and is the mother of Anna Irene Stammers, who lost her life in the sinking of the *Llandoverly Castle*. Her daughter was a graduate nurse and had enlisted for overseas service and was

sailing on the vessel on military duty. The evidence discloses that the mother was dependent upon her daughter for support and had received assigned pay from her during the period of her enlistment and had financial assistance from her before that time.

The daughter was earning \$110.00 per month besides her rations and was 30 years of age at the time of her death. The claimant is herself now 59 years of age and has been a widow since she was 35 years of age and always directly dependent upon her deceased daughter for support.

As to the effects lost, the witness stated that she had a personal knowledge of the effects because she visited her daughter at Halifax and was her guest on board the ship and knew what she had with her. She swore that the values and the items mentioned on the list, as filed, are true and accurate and that they comprised civilian personal effects and none of them are military property.

The claimant further stated before me that she was in receipt of a pension on account of her daughter's death.

With regard to the personal effects lost, I find that a proper amount should be allowed to the estate of the deceased Anna Irene Stammers, but that the amount claimed, namely \$748.00 includes an item of military outfit to the value of \$150.00. This should be deducted, leaving a balance of \$598.00 on behalf of the estate of the deceased which I allow, and to which should be added interest at the rate of 5 per cent from the date of the ratification of the Treaty of Versailles (January 10th, 1920) to the date of settlement.

With regard to the claim for loss of life, I find that as Miss Stammers was not a civilian but was enlisted for military duty that this claim does not come within the categories of Annex I of Part VIII of the Treaty of Versailles.

WM. PUGSLEY,
Commissioner.

DECISION

Case 1519

Re Mrs. ANNIE LEONARD

This is a claim for loss of life of her son, who was drowned in the sinking of the hospital ship *Llandoverly Castle* by enemy submarine on June 27, 1918.

The amount of the claim is \$20,000.00.

At a sittings held in Toronto, May 7, 1924, the claimant appeared before me and stated that her deceased son was on military duty on board this hospital ship and that she is in receipt of a pension in respect of his death as she was dependent upon him during his lifetime.

She stated her son had just concluded his college education, having graduated, and she had received separation allowance from him during the time of his enlistment up to the time of his death.

She has another son who is married.

I pointed out to the claimant that my jurisdiction was limited to injury to civilians and that as her son was on military duty at the time of his death, I would not be able to entertain this claim.

I am, therefore, obliged to disallow it by reason of the fact that the deceased was not a civilian when the loss of life occurred.

WM. PUGSLEY,
Commissioner.

DECISION

Case 1520

Re MRS. MARY BELLE MCKENZIE

This is a claim for loss of life due to the sinking of the hospital ship *Llandoverly Castle*, by enemy submarine on June 27, 1918. The amount claimed is \$15,300.00.

At a sittings held before me at Toronto on May 7, 1924, Mrs. McKenzie appeared and stated that the claim was for the loss of life of her daughter who was a nursing sister upon whom she was largely dependent. It appears that the daughter enlisted in Canada in 1916 and allowed the claimant \$40.00 per month and many extras out of her earning pay. The claimant stated that she was dependent on her daughter because her two elder sons were married and were living away from her, while the youngest never had any business before he enlisted. He went overseas and returned gassed. At the time of the daughter's enlistment the claimant's husband was earning a little but has not been able to work since on account of advancing age. At the time of her appearance before me the claimant stated she was 77 years of age and her husband was the same age.

After the deceased had enlisted for overseas service as a nurse she was not a civilian within the meaning of the Treaty of Peace, and I am obliged to disallow this claim.

As the mother (the claimant) and her husband were both elderly people and in poor circumstances I promised to send a copy of the evidence to the Board of Pension Commissioners for their consideration. This has been done.

WM. PUGSLEY,
Commissioner.

DECISION

Case 1521

Re MRS. KATHLEEN COWIE

This claim was also referred to by the counsel for the Navy League of Canada, at a sittings held in Toronto on May 13, 1924.

The claimant is the widow of Private Walter McKenzie Cowie, an enlisted man in the medical corps, who was on board the *Llandoverly Castle* at the time it was torpedoed and sunk by the enemy on the 27th June, 1918.

The amount claimed is not stated.

I have already held that in a number of cases, medical men and nurses having enlisted, must be deemed to be in the Military Service, and the claims in respect of injuries to them or claims made by their dependents, in the case of their death, do not come within the Provisions of Annex (I), to Part VIII, of the Treaty.

As it is clear that the deceased was a member of the Military Forces of Canada, serving on board this vessel at the time of his death, he could not be regarded as a civilian and I feel that I must disallow this claim.

WM. PUGSLEY,
Commissioner.

DECISION

Case 1522

Re MRS. MARIA WATT

This is a case presented to me by the Navy League for Canada, at a sitting in Toronto on October 8, 1923.

The claim is made on behalf of Mrs. Maria Watt, for the loss of life of her son, who was her sole support and who was drowned in the sinking of the ss. *Stephen Furness*, by an enemy submarine in the Irish Channel on the 13th December, 1917.

From the evidence it appears that the deceased was an enlisted man with the Navy and the mother is now in receipt of a pension of \$60.00 per month.

The ss. *Stephen Furness* was a cruiser.

I directed that a communication be forwarded to the Department of National Defence, Naval Service, Ottawa, to procure a statement of this man's services and in reply I was advised that he joined the Royal Naval Canadian Volunteer Reserve, Overseas Division, on October 20, 1916. He was discharged "died" on October 13, 1917.

The records of the Naval Department indicate that the deceased lost his life when the ss. *Stephen Furness* was sunk by an enemy submarine in the Irish Channel, on the 13th December, 1917.

In view of the information from the Naval Department, I find that the deceased was not of the civilian population when his life was lost and, therefore, I am unable to allow this claim as it does not come within the categories of Annex (I), to Part VIII, of the Treaty of Versailles.

WM. PUGSLEY,
Commissioner.

DECISION

Case 1523

Re MRS. HELEN McALLISTER

This is a claim for the loss of life of her husband who was drowned when the trawler *Thomas Cornwall*, was sunk in a collision on the 9th October, 1918.

The amount claimed is not stated, but the counsel for the Navy League for Canada, spoke to this case before me at Toronto on May 13, 1924.

From statements made by the Counsel, it would appear that the deceased was in the Naval Service at the time of his death, and that his widow was then resident in Scotland and is now in receipt of a pension from the Royal Navy of £8.2.4 per month.

I am of the opinion that I would not have any jurisdiction to entertain this claim and I am constrained to disallow it.

WM. PUGSLEY,
Commissioner.

DECISION

Case 1523a

Re ESTATE OF ARCHIE FISHER

This is a claim presented before me by the Navy League for Canada and is in respect of the death of Archie Fisher, in the sinking of H.M.S. *Stryne* by enemy submarine in 1916.

At a sitting held before me at Toronto on October 8, 1923, representatives of the Navy League appeared and stated that the deceased was born in London

in 1884. The claim as originally filed was for \$12,500, being salary at the rate of \$2,500 for five years. In one declaration on file the claimant originally stated that his income for the year ending August 4, 1914 was for \$2,500 and in another declaration the income for the same period was given as \$4,800. I suggested that a letter be written to the executor of the estate and a reply was received dated December 10, 1923, advising that the late Archie Fisher earned at the rate of \$2,400 for two years prior to his joining the army. He went overseas in the autumn of 1915 and was discharged as wounded. He again tried to join up but was rejected and so joined the Navy in the fall of 1916 and was killed on June 10, 1918. In a reply to enquiry made, the Department of National Defence (Naval Service) Ottawa, advised on December 22, 1923, that there was no record of this man's name in the Department and suggested that application be made to the Secretary of the Admiralty in England. A letter was received from the solicitor of the executor, dated December 14, 1923, as follows:—

"I would state that the late Mr. Fisher did meet his death while he was an enlisted man with the Navy. I presume that under the circumstances no claim exists in connection with the death of the late Mr. Fisher."

I therefore disallow this claim by reason of the deceased being in the Naval Service and therefore not a civilian at time of his death.

WM. PUGSLEY,
Commissioner.

DECISION

Case 1524

Re Mrs. ANNIE ANGUS

Claim is on account of the loss of her son Herbert T. Angus, who was in the Medical Corps serving on the hospital ship *Llandoverly Castle*, when that ship was sunk.

Many claims of this kind were filed in respect to loss of lives of military nurses, doctors, and orderlies sailing on board the *Llandoverly Castle* and other hospital ships.

The late Commissioner expressed the view that these claims were not within the jurisdiction of this Commission's authority which is limited to the civilian population and as the direct damage was to the person of the deceased, a military individual, the dependents were not entitled to claim before this Commission.

I agree with this opinion. This claim, for the purpose of our record, is disallowed as not coming within the provisions of the Treaty of Versailles with which we are to deal.

The case is one for the consideration of the Board of Pension Commissioners.

JAMES FRIEL,
Commissioner.

March 11, 1926.

DECISION

Case 1525

Re Mrs. EMILY R. BRISTOW

Claim is on account of the loss of her son James Frederick Bristow, who was in the Medical Corps serving on the hospital ship *Llandoverly Castle*, when that ship was sunk.

Many claims of this kind were filed in respect of loss of lives of military nurses, doctors, and orderlies, sailing on board the *Llandoverly Castle* and other hospital ships.

The late Commissioner expressed the view that these claims were not within the jurisdiction of this Commission's authority which is limited to the civilian population, and as the direct damage was to the person of the deceased, a military individual, the dependents were not entitled to claim before this Commission.

I agree with this opinion. This claim, for the purpose of our record, is disallowed as not coming within the provisions of the Treaty of Versailles, with which we are to deal.

April 29, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1526

Re MICHAEL CROWLEY

Claimant is now dead.

The claim was in respect of the death of Private Patrick Francis Crowley, claimant's son, a soldier, who lost his life when the ss. *Leinster* was torpedoed in the Irish Channel, October 10, 1918.

The claim is purely a military one and if there was any dependency, the father would have been entitled to a pension in his lifetime.

The 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.

June 16, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1527

Re MRS. ANNIE DALEY

The claim was put in through the Navy League of Canada at St. John. It was on account of claimant's son, an enlisted man who was drowned when the *Llandoverly Castle* was torpedoed. The claim was not pressed.

Many claims of this kind were filed in respect to loss of lives of military nurses, doctors, and orderlies sailing on board the *Llandoverly Castle* and other hospital ships.

The late Commissioner expressed the view that these claims were not within the jurisdiction of this Commission's authority which is limited to the civilian population, and as the direct damage was to the person of the deceased, a military individual, the dependents were not entitled to claim before this Commission.

I agree with this opinion. The claim, for the purpose of our record, is disallowed as not coming within the provisions of the Treaty of Versailles with which we are to deal.

March 10, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1528

Re MRS. NELLIE JAMES

Claimant is a Canadian and claims on account of the loss of life of her son, Private W. L. James, No. 535449, serving on the ss. *Llandoverly Castle* when that ship was sunk by enemy submarine June, 1918.

Claims in respect of loss of life of soldiers do not come within the provisions of the Treaty, or within the scope of this Commission. For the purpose of our record, I would disallow it.

JAMES FRIEL,
Commissioner.

August 2, 1926.

DECISION

Case 1529

Re HUGH McDONALD

Claimant is a British subject. His claim is on account of the loss of life of his son, Private Leonard Hugh McDonald, No. 2098858, of the Canadian Army Medical Corps, Canadian Expeditionary Force, who was officially reported "missing, believed drowned, June 27, 1918." He was on duty on the *Llandoverly Castle* when that ship was sunk.

Claims in respect of loss of life of soldiers do not come within the provisions of the Treaty, or within the scope of this Commission. This claim was not pressed. For the purposes of our record I would disallow it.

JAMES FRIEL,
Commissioner.

July 8, 1926.

DECISION

Case 1529a

Re CLAIM OF ESTATE OF CYRIL GWYNNE

This is a claim of the estate of Lieutenant Cyril Gwynne, M.C., Royal Canadian Dragoons. Lieutenant Gwynne lost his life on the ss. *Leinster* when that ship was sunk October 10, 1918. He was returning to England from Ireland where he had been visiting during a period of convalescence leave.

This claim was submitted to the late Commissioner who noted it for disallowance on account of the deceased not being a civilian when he met his death.

I am not prepared to question such a decision, although I have some doubts about refusing compensation for personal effects of a civilian character that deceased might have had with him while on the ship. There is no proof with respect to such personal effects.

The claim will be disallowed.

JAMES FRIEL,
Commissioner.

November 29, 1926.

DECISION

Case 1530

Re MRS. ANNIE E. NASH

Claimant is a British subject, born in England in October, 1875, now living in Canada. Her claim is on account of the loss of life of her son, Private George Edward Nash, No. 644511, employed as stretcher bearer on the ss. *Llandoverly Castle* when that ship was sunk by enemy submarine in June, 1918.

Claims in respect of loss of life of soldiers do not come within the provisions of the Treaty, or within the scope of this Commission. For the purposes of our record I would disallow it.

July 8, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1531

Re Mrs. MAUDE HAMILTON PICKARD

The claimant is the widow of Frederick F. Pickard, formerly of the Royal Marine Service, who lost his life when the ship *Persia* was sunk.

It turns out that Mr. Pickard was serving in the British Army when he was drowned. His death was considered due to war service and his widow was provided for by the British Pension Authorities.

The claim is therefore disallowed on our records.

August 17th, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1532

Re Miss MINNIE ROMANS

The claimant is a sister of the late William F. Romans, who lost his life when the steamer *Furness* was torpedoed off the coast of Ireland, December 13th, 1917.

The record discloses that the said Romans was actually serving as a member of the Royal Navy Canadian Volunteer Reserve, Overseas Division, at the time of his death, and the claim, which was not pressed, is not one that falls within the First Annex to Section I, Part VIII, of the Treaty of Versailles, which applies only to civilians or their dependents.

I would therefore recommend that it be disallowed.

February 2, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1533

Re JOHN RITCHIE

This claim is on account of loss of personal effects of claimant's son, James H. Ritchie, who was a naval rating on board of the commissioned trawler *Ina Williams*, sunk by a mine off Berehaven, England, on the 30th May, 1917, her loss being a direct consequence of an operation of war. As James H. Ritchie was serving as a trimmer on the said vessel at the time of the sinking and then had the status of a naval rating, any claim in respect to him or his effects cannot be sustained before this Commission, which deals only with loss or injury to civilians. This claim was rejected by the British Claims Department. It would appear from the statement lodged with that Department in June, 1920, that the deceased's father, the present claimant, John Ritchie, was then in receipt of a pension from the Admiralty in respect of the death of his son. The claim is disallowed.

Ottawa, September 23, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1534

Re JOSEPH HENRY SHIPMAN

Claim is on account of the loss of his son, Lewis Arthur Shipman, aged 19, who was an orderly in the Army Medical Corps, on the hospital ship *Llandoverly Castle* when that ship was sunk.

Many claims of this kind were filed in respect to loss of lives of military nurses, doctors, and orderlies, sailing on board the *Llandoverly Castle* and other hospital ships.

The late Commissioner expressed the view that these claims were not within the jurisdiction of this Commission's authority which is limited to the civilian population and as the direct damage was to the person of the deceased, a military individual, the dependents were not entitled to claim before this Commission.

I agree with this opinion; moreover in this case there was no dependency shown. The claim must be disallowed as not coming within any of the provisions of the Treaty of Versailles with which we have to deal.

JAMES FRIEL,
Commissioner.

March 18, 1926.

DECISION

Case 1535

Re MRS. ANNIE G. SARE

This claim is on account of the loss of life of claimant's daughter, Gladys Irene Sare, who was a nursing sister on the *Llandoverly Castle*, and lost her life when that hospital ship was sunk by the enemy.

The late Commissioner held that claims in respect of the loss of lives of military nurses, doctors, and orderlies serving on board the *Llandoverly Castle*, and other hospital ships, were not within the jurisdiction of this Commission, the authority given thereunder being limited to the civilian population and as the direct damage was to the person of the deceased, a military individual, the claimants are not entitled to claim before this Commission. Following this decision, which I believe correct, I disallow this claim.

JAMES FRIEL,
Commissioner.

August 10, 1926.

DECISION

Case 1536

Re MRS. SUSAN BEATRICE BROWN

Claimant is the widow of Daniel Brown, who was a warrant officer on military duty on the ss. *Llandoverly Castle*, a hospital ship, when that vessel was sunk by the enemy.

The claim was heard before the late Commissioner at Ottawa in 1923, who pointed out to the claimant that his Commission covered damages and injuries to civilians and their dependents and that the deceased being on military service at the time he lost his life was not a civilian within the meaning of category 1, of Annex I to Section I, Part VIII, of the Treaty of Peace, or any other category in said Annex. I agree.

The claim will have to be disallowed as it does not come within the scope of this Commission.

JAMES FRIEL,
Commissioner.

November 4, 1926.

DECISION

Case 1537

Re Mrs. JANE HIGGERTY

The claim is on account of the death of her son, Francis Edward Higgerty, barrister-at-law, who was a passenger on the ss. *Leinster* when that ship was sunk by enemy submarine in the Irish Sea, October 13, 1918.

Deceased belonged to the army and was taking a course in England. At the time of his death he was on leave of absence to visit relatives in Ireland. He was still on military service and therefore the claim does not come within the jurisdiction of this Commission, or within any of the categories of the First Annex to Section (I), Part VIII of the Treaty of Versailles. The claim will, therefore, have to be disallowed.

November 2, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1538

Re GEORGE V. W. HOWARD

Claimant was a military casualty on board the hospital ship *Anglia*, sunk by submarine or mine in the English Channel, November 17, 1915.

He claims for loss of that portion of his personal effects which could not be considered military material.

This claim cannot be allowed. It does not come within any of the categories of the First Annex to Section (I), Part VIII of the Treaty of Versailles. Claimant could not in any sense be considered a civilian at time of loss.

This claim was before the late Commissioner, who left unsigned notes of his decision in which, among other things, he says:—

"I am informed that \$250 was allowed by the Canadian Government for the purpose of purchasing officer's equipment and in view of this and of the fact that cash compensation was received from the Chief Paymaster in London, England, it would not seem reasonable that I should allow the claim, and I feel that I cannot do so under the evidence. I, therefore, disallow the claim."

November 3, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1539

Re HARRY M. BAYFORD

Claimant is a British subject. He was Chief Electrician on H.M.C.S. *Niobe* during the war and was granted leave to go to England in February, 1918, and left Halifax on February 15, 1918, with the H.M.S. *Calgarian*, which ship was torpedoed March 1, 1918. He lost all his effects.

Claimant could not be considered a civilian. The ship sunk was a warship. This claim cannot be entertained.

December 1, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1540

Re Mrs. Clara Oldrey

Claimant is a British subject born in England. She claims on account of the loss of the life of her husband, Egbert Henry Oldrey.

The evidence in support of this claim being meagre, inquiries were made through the Office of the High Commissioner in England, and that office was informed by the Admiralty that Egbert Henry Oldrey was drowned in the sinking of the ss. *Laurentic* in January, 1917, that the vessel was in the Admiralty Service at the time of the accident and that there was no direct evidence to show what caused the explosion. It was generally considered that it resulted from the ship striking the mines. It was added that Oldrey was a fireman, Mercantile Marine Reserve, who joined the *Laurentic* in December, 1916, and was lost with the ship; he was serving under a T. 124 Agreement.

A claim was made for compensation to the Admiralty on behalf of the widow and was refused on the ground that the widow and child were not dependent upon the deceased at the time of his death. The Ministry of Pensions in England refused an award to the widow but granted an allowance to the child. The Ministry of Pensions informed the Canadian Office that the late Mr. Oldrey served under agreement T 124X and was, therefore, rated as a naval rating. It is added that no pension was awarded to Mrs. Oldrey by the Ministry of Pensions on the grounds that she was separated from and not supported by her husband prior to his death. An allowance was, however, granted to the child Minnie, which allowance had ceased, the child having attained the age limit under which such allowances are granted.

From the facts as stated above, Oldrey not being a civilian at the time of his death, the claim on the part of his widow and child, even if they were dependents, would not come under any of the categories of the Annex. The claim is, therefore, disallowed.

JAMES FRIEL,
Commissioner.

January 10, 1927.

DECISION

Case 1541

Re PATRICK BIGGANE (Deceased)

Claimant now deceased, was the father of Michael W. Biggane, an enlisted man with the Canadian Expeditionary Forces, who went down with the ss. *Leinster* October 10, 1918. There were a number of Canadian soldiers on board returning from leave spent in Ireland.

This claim was presented to the British Foreign Claims Office who held that the claim of dependency by the father could not be entertained as the deceased was not a civilian at the time of his death. It was afterwards transferred to this Commission.

The father by reason of his domicile in Ireland would not have had any standing in this Commission even though the son had been a civilian. The claim is, therefore, dismissed in the same way as claims in respect to Canadian soldiers lost with that ship, had to be disallowed.

JAMES FRIEL,
Commissioner.

February 15, 1927.

Case 1542

Re MRS. ALEXINA MCPHLEE

No action taken. Claim re military officer wounded in a hospital ship. Claimant advised no claim.

CLASS N

COMMISSIONER FRIEL'S DECISIONS

DAMAGE TO SCHOONERS OTHER THAN BY SUBMARINE

Case No.	Claimant	Nature of Claim	Amount Claimed	Decision
1543	Myers, Freeman G.	"Mildred G. Myers", damage by storm April 7/17. Unable to enter Halifax Harbour owing to submarine nets.	\$ cts. 1,500 00	\$ cts. Dismissed.
1544	Nova Scotia Construction Co., Ltd.	Increased cost of towing gravel around Halifax Harbour entrance owing to submarine nets.	11,025 00	"
1545	Sellesia Steamship Company, Ltd.	Loss of profits through requisitioning by Admiralty.	648,117 66	"
			660,642 66	Nil

DECISION

Case 1543

Re FREEMAN G. MYERS

Captain, and owner of *Schr. Mildred G. Myers*.

This claimant was taking his vessel into the port of Halifax on the 7th day April, 1917. The port was closed by steel nets on account of the submarine menace and he had to anchor outside. On account of heavy sea and weather the vessel parted her chains and was driven ashore on George's Island and sustained considerable damage.

The claim was heard by Dr. Pugsley who told the claimant his loss did not come within the Treaty; that the putting of the steel nets across the harbour and his consequently being obliged to anchor outside and then being driven on shore would not be a damage directly in consequence of hostilities or any operation of war; it was rather that the military authorities, for fear of an attack by submarines, put the steel nets across the harbour.

I agree, and find that the claim does not fall within any of the categories of the First Annex to Section 1, of Part VIII of the Treaty of Versailles.

December 7, 1925.

JAMES FRIEL,
Commissioner.

DECISION

Case 1544

Re THE NOVA SCOTIA CONSTRUCTION CO. LTD.

The claim is for extra cost of towing gravel and supplies around the western entrance of Halifax harbour caused by the closing for war purposes of the southeast passage, \$11,025.00. Claimants were building the new pier number two at Halifax for the Department of Railways and Canals, and by reason of a wooden pile barricade being placed between Lawlor's Island and the mainland to the east, thus shutting off the eastern passage, the contractors were compelled to follow the outside sea route around Thrum Cap, shoal and enter the harbour with their material by the main or western passage. This increased the length of the towage and exposed the boats to heavy weather. While the eastern passage could be made in all weathers, the outer passage could be made only under favourable weather conditions.

The eastern passage was closed by the military authorities as a military measure. The claim was heard before the late Commissioner at Halifax in September, 1924, and the claimants were represented by eminent counsel. The Commissioner was satisfied that the construction company lost the amount claimed in consequence of the eastern passage being obstructed by the military authorities, but he held that this commission had no authority to recommend compensation. He did not think that any inconvenience or loss which had been suffered in consequence of acts which the British or Canadian military authorities might take to check the consequences of war or to prevent damage being done by the enemy would be a basis for bringing a claim such as this one under the provisions of the Treaty. It was a precautionary measure taken to prevent the enemy getting into the harbour, but it was an injury to the claimants' property, and it was not done by act of the enemy. There was no direct damage by an operation of war.

Dr. Pugsley said it was not a claim which came under Article 232 of the Treaty of Versailles. I quite agree.

The claim does not fall within the First Annex to Section (I) Part VIII of the Treaty of Versailles, or any of the categories thereof, and is not one that can be entertained by this Commission. It is therefore disallowed.

JAMES FRIEL,
Commissioner.

February 4, 1926.

DECISION

Case 1545

Re THE SELLESIA STEAMSHIP COMPANY

Claimants are Canadian Corporation.

Claim is for damages to said company for the taking of the ss. *Sellesia* under requisition. The steamer was requisitioned by the British Admiralty December 21, 1915, and held until June 13, 1917, at Blue Book rate or rental of £1910-14-0 per month.

The basis put forward for this claim is for loss and damage sustained by the company through being deprived of the use of the ship.

The claim is similar to certain claims of the Dominion Coal Company Limited, heard and decided by the late Commissioner who was of the opinion that such claims did not come under category (9) or any category of the First Annex to Section (I) of Part VIII of the Treaty of Versailles.

The Imperial Government exercised discretion and its powers of intervention and took away the claimants' property. If any wrong was done, it was not done by the direct act of Germany. Dr. Pugsley found that such claims did not come within Annex (I) as being direct damage caused by an operation of war by Germany or her allies. To find otherwise would be to widen the scope of this inquiry and allow all manner of claims for damage however remote or indirect. In order to hold Germany responsible for any particular item of loss, it is incumbent upon the claimant to show some direct and positive act on the part of Germany which was directly responsible for such loss. In the case of these claimants, the direct and positive act which occasioned the loss complained of was the act of the British Government put into effect for the general welfare and progress of the allied cause in the great war.

Dr. Pugsley disallowed such claims, they in his opinion not being claims which would come within the jurisdiction of this Commission in the interpretation of the said Annex (I) to Part VIII of the Treaty of Versailles.

I agree entirely with this judgment. This claim is disallowed.

JAMES FRIEL,
Commissioner.

March 15, 1926.

CLASS O
 COMMISSIONER FRIEL'S DECISIONS
 MISSING VESSELS

Case No.	Claimant	Nature of Claim	Amount Claimed	Decision
1546	Cruikshank, Geo. A.....	Owner, Schr. "Bravo" sailed Sept. 30/15 and never heard from.	\$ cts. 65,000 00	\$ cts. Dismissed.
1547	Canadian Maritime Co., Ltd.	SS. "Halifax" sailed Dec. 11/17. Enemy action presumed by the Admiralty.	217,092 48	"
1548	Dunno, James (dec'd)...	Schr. "Bello of Burgeo" sailed Sept. 5/18 and never heard from.	20,759 00	"
1549	Fyfe, J. Watson.....	Schr. "John S. Beecham" sunk April 3/17.	13,150 00	"
1550	Ritcey, St. Clair.....	Sprung sk. Registered Boston, Mass. Schr. "Otokio", Sept. 6/18. Wrecked.....	28,600 00	"
			344,601 48	Nil

DECISION

Case 1546

Re GEORGE A. CRUICKSHANK

Claimant is a Canadian. The claim is on account of the loss of the schooner *Bravo*, in which the claimant owned sixty shares registered in his name, and claimed ownership in the four remaining shares registered in the name of Charles Dickey, who is now deceased. According to the particulars filed, the vessel was a three-masted schooner, 167 tons gross, built in 1895 and purchased by claimant for \$10,000.00. She left New York Harbour September 20, 1915, bound for Sydney, N.S., with a cargo of coal, touched at Vineyard Haven, and was never heard of afterwards, and no vestige of her was ever found. The cargo was loaded by Willett Martin Company of New York, and apparently was insured. Claimant's wife gave evidence before the late Commissioner at Sydney in September, 1924, and stated that he had no insurance on the vessel. The claimant himself did not appear. There is no official record with the Admiralty of the loss of this vessel.

Dr. Pugsley said that to entertain this claim he was obliged to find that the vessel was destroyed by enemy action; the mere fact that she was lost or disappeared would not be evidence unless there was something that would lead to the conclusion that she was submarined. He said he intended to make a special report on a few vessels which the owners believe were sunk by the enemy and of which there is no Admiralty record and which were never heard of after they left a certain port, so that there is no evidence of their having been destroyed, although one might say that in all probability they were destroyed by the enemy.

The Commissioner said further: "We will have to leave it at that now and I will make a report on it with the others and it will be my duty to call attention to the fact that owing to the master and the crew all being lost, there is no evidence as to how the destruction of the vessel was caused, but that you contend on behalf of your husband that the vessel was in a district where submarines were operating and the presumption is that it was destroyed by enemy submarines."

I do not see that I can make any recommendation in this matter. There is absolutely no evidence that the vessel was destroyed by enemy action or by mines, and the claim, therefore, does not come within any of the categories of the First Annex to Section (I), Part VIII of the Treaty of Versailles. I would disallow it, subject, however, to any consideration the Government may give Dr. Pugsley's remarks quoted herein.

JAMES FRIEL,
Commissioner.

February 20, 1926.

DECISION

Case 1547

Re THE CANADIAN MARITIME COMPANY LIMITED

Claimant is a Canadian corporation. The claim is for the loss of the ss. *Halifax*. The said ship sailed December 11, 1917, from Punta Delgada in the Azores bound for Bordeaux, but was never afterwards seen or heard of.

Her cruise would take her into the mines and submarine areas and I have no hesitation in drawing the inference that the ship was lost through enemy action and that the case comes within the jurisdiction of this Commission.

She was insured under policies covering marine but excluding war risk and also by the War Risk Underwriters under policies covering the war risk excluded from the first-mentioned policies, and it was left by the owners and underwriters to an arbitrator to determine by whom or what proportions the loss of the said ship should be borne and paid as between the two sets of underwriters, who awarded that the said loss ought to be borne as to 70 per cent by the War Risk and 30 per cent by the Marine Underwriters.

The *Halifax* was a steel screw steamer, 1,875 tons gross tonnage and 1,078 tons net tonnage. Claimants gave the dead weight tonnage as 1,700 tons. The ship was built in 1888 at Glasgow.

The claimants were not the actual owners of the vessel at the time of her loss. They had purchased her under agreement dated December 4, 1917, for delivery at Bordeaux, provided such delivery would be prior to December 31, 1917. The purchase price was \$300,000.00, of which a deposit of \$60,000.00 in a bank was made by the purchasers, which money was to be released to them, with deposit interest, in the event of the ship's being lost before the date for delivery, and this deposit with interest was repaid to the purchasers. Claimants insured their interest in the ship and collected \$102,598.21. They paid a premium of \$8,795.69, so that the net proceeds were \$93,802.52.

They claimed for the increased value of the ship at \$250 per deadweight ton. The purchase price was at the rate of \$177.00 per deadweight ton, which I think was a very good price at the time. There was nothing happened to increase the value of the ship. Claimants had prospects of good charters. They did not actually have any charters. They lay stress on the fact that they had a promise that the ship would be free from requisition by the Ministry of Shipping for a period of twelve months from the date of its arrival on the other side. Their profits were in prospect. They claim for loss of charter hire for a period of eighteen months during which the vessel would be free from requisition. Such a claim for prospective earnings or profits cannot be allowed; moreover, they did not have any charters.

It seems to me that the claimants' loss in this case is very well covered by the amount of insurance collected, which represents 30 per cent increase on the price of the ship and 150 per cent on the amount actually invested, gained in less than three months.

I would disallow this claim.

JAMES FRIEL,
Commissioner.

August 19, 1926.

DECISION

Case 1548

Re JAMES DUNNE

Claimant is now dead. He was a British subject born in Liverpool, England, residing and doing business in North Sydney, C.B., for a number of years. The claim is in respect of the loss of the schooner *Belle of Burgeo*, 68 tons, which sailed from Halifax, September 5, 1918, with a cargo of gasoline and oil, bound for St. John's, Newfoundland. Neither the vessel nor the crew of seven men were heard from afterwards.

There is a memorandum referred to in the declaration to the effect that a piece of the stern with her name was found off Sambro, the entrance to Halifax Harbour, on the morning of September 6, 1918—no signs of masts or casks that would float could be found and no bodies were recovered. There had been a sharp breeze the midnight before. In January, 1921, an unexploded mine was found in the vicinity and it became known publicly that a number of mines had been laid by the enemy in the entrance to Halifax Harbour, September, 1918, eight of which had been recovered. There had been submarine activity on the Nova Scotia coast in August, 1918. The record indicates some unexplained difficulty about clearing the vessel. There is a telegram on file from Captain John Haldane to the owner, dated August 31, 1918, reading: "Admiralty refuse *Belle* to proceed St. John's with present cargo on board."

The owner valued the vessel at \$9,000.00. He had purchased it in May, 1918, for \$4,500.00. There was \$4,000.00 marine insurance and that amount was paid by the insurance company indicating their acceptance of the claim then made that the vessel had been lost by ordinary marine misadventure.

The case was heard before the late Commissioner at Sydney, C.B., in September, 1924, in the presence of the solicitor who had prosecuted the claim for the marine insurance and from his remarks, put on the record in some way, it would appear that he did not think there was very much to this claim.

Claimant was dead and his family had gone to England to live and apparently the only persons who would be interested would be his creditors. No one appeared in support of the claim. Dr. Pugsley said there was nothing on which he could find that the vessel was destroyed by submarine or enemy action.

I think this claim would have stood a little more investigation, but there is nothing for me to do, with the material before me, but disallow it, since from all that appears on the record, it does not come or has not been brought within any of the categories of the First Annex to Section (I) Part VIII of the Treaty of Versailles.

March 8, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1549

Re J. WATSON FYFE

The claimant is a Canadian, and claims on account of loss of the schooner *John S. Beecham*, 199 tons, sunk off Sable Island, April 3, 1917, about 3.30 a.m., while on a voyage from Liverpool, N.S., to New York with a cargo of wood pulp.

The claim was heard by the late Commissioner at Charlottetown, in September, 1924. Mr. Fyfe was represented by counsel and gave evidence himself.

The vessel it appears was an old one built in 1874 registered in Boston under the name of *Louise Fyfe McCollum*, the claimant's niece, who is an American citizen. Mr. Fyfe claimed to be the actual owner.

The claim was put in to the United States authorities. The reason given by the claimant for putting the title in his niece's name is that on account of being a British subject he could not hold title to an American vessel, and that there would have been difficulty in changing the register to Canada. "There was a big duty". The vessel was bought in January, 1917, for \$7,000, and \$500 had been spent on sails and other repairs. She was not insured. "A vessel of that age, we could not get insurance, although she had been thoroughly repaired, but not reclassified." He could not get war risk insurance. The claimant was mate upon the vessel when she was lost. The weather was fine and the wind a light south one. They were going along about six miles an hour with a smooth sea. They had, so the claimant said, only fifteen minutes to get off the ship. "The sinking was so sudden that those on board had no time to investigate the cause, but she could not have gone down quicker if the bottom had fallen out of her". In the note of protest made by the captain it is stated that the vessel suddenly sprung a leak being under full sail except fore topsail. They started pumps, even gasoline pump, but were unable to keep her free. They had barely time to get away. The vessel sank in three-quarters of an hour after springing a leak. The sailor who gave warning first was a foreigner and seems to have been a queer customer, apparently a bad man whose actions on the vessel had already given grounds for suspicion. He claimed to have been on three or four other vessels that had been sunk.

There seems to be absolutely nothing in the evidence or on the record to show what caused the loss of this vessel. In his affidavit the claimant "believes that she was either torpedoed by an enemy submarine, struck a mine, or was deliberately sunk by some nefarious means."

The American authorities to whom the case was presented (Division of Insurance, United States Shipping Board, Emergency Fleet Corporation) wrote the claimant:—

"The information which you supply as to the explosion which destroyed the vessel is so meagre that it is almost impossible to form any opinion as to its cause. If the vessel was not carrying any explosives, the loss would apparently be due to a mine, but we have not heard that there were any mines in waters adjacent to our coast in April, 1917, or that any vessels had been lost off these shores at about that time on account of the activities of submarines. The loss of the vessel is a mystery to us, and as far as we know, the Shipping Board would have no way to make settlement for her loss."

"It is suggested that the facts be put before the State Department to consider the situation with a view to including this claim in the bill of the United States Government against Germany."

The fact that there is no evidence of what caused the loss of the vessel makes it unnecessary to deal with the claimant's status before this Commission as owner of an American vessel registered in the name of another party, an American citizen.

The claim is disallowed as not coming within any of the categories of the First Annex to Section (I) Part VIII of the Treaty of Versailles.

JAMES FRIEL,
Commissioner.

March 8, 1926.

DECISION

Case 1550

Re ST. CLAIR RITCEY

on behalf of himself and other owners of the schooner *Otokio*. According to the separate affidavits of the 40 owners filed with the record, this vessel was lost under the circumstances set forth in the words of the owners as follows:—

"The said schooner *Otokio* was engaged during the summer and fall of 1918, in fishing off the Banks of Newfoundland.

"Owing to the German submarines operating in the North Atlantic during the summer of 1918, the said schooner *Otokio* decided to leave Newfoundland, sailing for its home port in Riverport, N.S.

"The said schooner started homeward on the 23th day of August and on the 29th day of August was ordered by a Patrol Boat of the Canadian Government to change her course and follow closely the coast towards the Straits of Canso and thence along the Nova Scotian coast to Riverport.

"On the 6th day of September the said schooner *Otokio* had passed through the Strait of Canso and was passing down the coast to Guysborough County, N.S., a heavy storm broke out. The master of the said schooner, mindful of the orders he had received, endeavoured to keep on his course without putting further to sea. As the storm increased it was impossible to keep the vessel off the coast and on the night of the 6th of September she was thrown on the ledges a few miles off the coast of Guysborough County and became a total loss with all her crew.

"I am advised that if it had not been for fear of enemies' submarines operating in the North Atlantic, the master of the said schooner would have put further to sea and could easily have weathered the gale, but owing to his obedience to the restrictions imposed by the Naval authorities he was unable to do so and the result was that the vessel was lost, being a direct cause of the action of the German submarines in carrying on their illegal warfare in the North Atlantic."

Particulars of claims, hull, masts and fittings..	\$24,000 00
One-half cargo fish..	15,000 00
	<hr/>
Insurance received..	\$39,000 00
	10,400 00

Total claim of owners..	\$28,600 00
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Claims of legal representatives of the fishermen in respect to the other half of the catch, and claims of dependents would also have to be considered.

The *Otokio* was 113.83 gross tons, and 89.46 net tons. She was built in 1911, cost not given. The claimants paid \$16,000.00 for her.

The case was heard by the late Commissioner at Lunenburg in August, 1923. He first took the view that there was no evidence that the vessel had been sunk as an operation of war. She was neither mined nor torpedoed, but probably by going too close to the coast she ran ashore. The only claims he had power to consider were those included in the First Annex to Section (I), Part VIII of the Treaty of Versailles which limits claims to direct damage as a result of operations of war, and does not include damage as the result of precautions taken to avert possible destruction of property. While he did not think he could recommend the claim, yet he did not want to debar the claimants from having it presented to the Government for its consideration.

"But I do not think that it could be said to be a direct damage. You tried to keep out of the way of the submarines and in keeping out of the way of the submarines, the vessel went ashore."

The claimant's witness then stated that the captain was ordered by the Naval authorities to follow a certain course.

"There were mines on the Nova Scotia coast, and this particular submarine in the close vicinity."

The Commissioner called the claimant's attention to the affidavits, but seemed to weaken on his first decision.

"I think the war being on and she being ordered to take a certain course, it might very well be a reasonable presumption that she had struck a mine or been torpedoed. . . . You have this in your favour, that it was in the vicinity of submarines and also mines and the vessel was destroyed and none of the crew survived, and it might be that the Government would take it into its compassionate consideration and make an allowance." and he suggested they withdraw the claims as presented with a view to asking consideration upon the theory that it would be a reasonable supposition that the vessel was sunk by a mine or torpedoed. Thereupon Mr. Ritcey filed a further affidavit in amplification of the claims, paragraph 2 of which I quote:—

"There were no survivors from the crew of the said schooner, and at the time of the loss it was supposed that the schooner had been wrecked as set out in the claims herebefore

filed, but it now appears that at the time of the loss of the schooner enemy submarines were operating in her vicinity, by which submarines other fishing schooners were destroyed. It also now appears that the waters in which said schooner was lost had been heavily mined by the enemy."

What this comes to is that on a certain statement of facts they collected marine insurance and for the purpose of coming under this Commission for further compensation they changed the nature of their claim altogether. Admitting that the patrol boat advised them to take a different course to avoid the enemy, and that they were wrecked on that course, it would be a question of judgment and good seamanship, and the loss could not be laid to the direct action of the enemy.

With reference to that feature of the case, and also to the activities of submarines at that time, and mines, I have sought some information from the Department of National Defence, Naval Service. Mr. Ritcey explained in respect to the affidavits first referred to that his firm had received a telephone message from the captain from Port Hawkesbury on or about the 5th September, 1918, in which he stated that he had been advised by one of the Government patrol boats to be cautious as there were submarines operating along the south coast of Nova Scotia, and the solicitor added that:—

"The schooner *Otokio* was seen in the evening just before dark, of the 6th of September, 1918, proceeding westerly along the south coast of Nova Scotia, and nothing further has been heard from her or from any member of the crew."

The Naval Service replied to our inquiry:—

"The logs of all Patrol Craft in the Canadian Naval Service (19 in number), which were at sea on the 29th August, 1918, have been examined but no reference has been found of any meeting with the schooner *Otokio*. This department is, therefore, unable to confirm that any instructions were given to the *Otokio* to change her course. . . . During the month of August, 1918, German submarine activity off the Newfoundland Banks and Nova Scotian coast was at its maximum. There is no evidence in this department of any ship having been sunk by an enemy submarine off the Nova Scotian coast on the 6th September, 1918.

"With reference to the suggestion in the declaration of the Managing Owner, dated 18th September, 1923, that the schooner may have been mined, there is no information in this department that the schooner was mined, but it is known that there were German mines off the Nova Scotian coast during 1918, and that six of these mines were located and picked up."

The Board of Trade record gives August 21, 1918, as latest date of destruction by submarine off Nova Scotian coast and August 30th latest off coast of Newfoundland.

I am reporting this case fully and fairly for the consideration of the Government. Dr. Pugsley seemed inclined to allow the owners' claim as declared. I think a fair value of the vessel would be about \$18,000.00, and I think the value of the cargo given is excessive considering what has been proved in cases of other fishing vessels. There are many dependents of the ill-fated crew in poor circumstances.

I regret that I cannot find that the claims in connection with the loss of this vessel come within the scope of this Commission, that is to say within any category of the First Annex to Section (I), Part VIII of the Treaty of Versailles, and that so far as my authority goes, I have to disallow them.

JAMES, FRIEL, —
Commissioner.

March 11, 1926.

CLASS P

COMMISSIONER FRIEL'S DECISIONS

CLAIMS FOR LIVES LOST ON VESSELS WHICH DISAPPEARED WITHOUT TRACE

Case No.	Claimant	Nature of Claim	Amount Claimed	Decision
			\$ cts.	\$ cts.
1551	Bonner, Mrs. Sarah.....	Loss of life of husband on "Sharon", sailed Nov. 9/14.	5,000 00	Dismissed.
1552	Buffett, Russell.....	Loss of life of father on "Sharon", sailed Nov. 9/14.	Not stated.	"
1553	Campbell, Mrs. Jessie F.	Loss of life of husband on "Sharon", sailed Nov. 9/14.	"	"
1554	Dawe, Mrs. Eliza.....	Loss of life of husband on "Sharon", sailed Nov. 9/14.	5,000 00	"
1555	Harnett, Mrs. Peter.....	Loss of life of husband on "Sharon", sailed Nov. 9/14.	Not stated.	"
1556	LeFrank, Mrs. Mary.....	Loss of life of husband on "Sharon", sailed Nov. 9/14.	"	"
1557	Lee, A. W.....	Loss of life of father on "Timandra", sailed Mar. 6/17.	17,500 00	"
1558	McLean, Mrs. Jane.....	Loss of life of son on "Sharon", sailed Nov. 9/14.	3,000 00	"
1559	McNamara, Mrs. Mary..	Loss of life of husband on "E. E. Armstrong", sailed Aug. 17/17. Presumed lost in hurricane.	Not stated.	"
1560	Perron, Mrs. John.....	Loss of life of son on "Sharon", sailed Nov. 9/14.	"	"
1561	Tobin, Mrs. Annie.....	Loss of life of husband on "Sharon", sailed Nov. 9/14.	8,400 00	"
1562	Morgan, Estate of Ernest	Loss of life on "Verna M. Lohnes", sailed Sept. 9/18.	Not stated.	"
1563	Charlton, Mrs. Margaret J.	Loss of husband, an engineer on "Linda Fell", sailed Sept. 20/15.	15,000 00	"
			53,900 00	Nil

NOTE.—Case No. 1562 was dismissed for want of proof of dependency and not for lack of evidence of loss of vessel.

DECISION

Case 1551

Re MRS. SARAH BONNER

This is one of the claims in respect of the ss. *Sharon*, which sailed from Sydney on November 9, 1914, and was never heard of afterwards. The ship belonged to the Department of Railways and Canals of Canada, and at time of her loss she was under charter by the Dominion Iron & Steel Company. She was posted as lost with Lloyds on April 9, 1915. There is no proof as to what happened to the vessel. The Department of Railways and Canals provided for one year's pay as compassionate allowance to the next of kin of each member of the crew, which amounts were paid. Claimant's husband, who had been a railway brakesman, went on the ship as fireman.

This case was heard by the late Commissioner in Sydney in September, 1924, who seemed to be of the opinion that he could not make any recommendation, the difficulty about the claim being that there was no evidence, apparently, from which he could infer that the ship was destroyed by the enemy.

Mrs. Bonner was left with 8 children. It is a very sad case, but there is nothing this Commission can do in the matter.

This claim does not fall within any of the Categories of the First Annex to Section (I) Part VIII of the Treaty of Versailles.

February 19, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1552

Re RUSSELL BUFFETT

This is one of the claims in respect of the ss. *Sharon*, which sailed from Sydney on November 9, 1914, and was never heard of afterwards. The ship belonged to the Department of Railways and Canals of Canada, and at time of her loss she was under charter by the Dominion Iron & Steel Company. She was posted as lost with Lloyds on April 9, 1915. There is no proof as to what happened to the vessel. The Department of Railways and Canals provided for one year's pay as compassionate allowance to the next of kin of each member of the crew, which amounts were paid. Claimant's father went on the ship as fireman.

This case was heard by the late Commissioner in Sydney in September, 1924, who seemed to be of the opinion that he could not make any recommendation, the difficulty about the claim being that there was no evidence, apparently, from which he could infer that the ship was destroyed by the enemy.

Thomas Buffett left 3 young children, doubly orphaned, since the mother died before the sailing of the ship.

This claim does not fall within any of the Categories of the First Annex to Section (I) Part VIII of the Treaty of Versailles.

February 19, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1553

Re MRS. JESSIE F. CAMPBELL

This is one of the claims in respect of the ss. *Sharon*, which sailed from Sydney on November 9, 1914, and was never heard of afterwards. The ship belonged to the Department of Railways and Canals of Canada, and at time of her loss she was under charter by the Dominion Iron & Steel Company. She was posted as lost with Lloyds on April 9, 1915. There is no proof as to what happened to the vessel. The Department of Railways and Canals provided for one year's pay as compassionate allowance to the next of kin of each member of the crew, which amounts were paid. Claimant's husband was steward on the *Sharon*.

This case was heard by the late Commissioner in Sydney in September, 1924, who seemed to be of the opinion that he could not make any recommendation, the difficulty about the claim being that there was no evidence, apparently, from which he could infer that the ship was destroyed by the enemy.

Mrs. Campbell was left with 6 children. It is a very sad case, but there is nothing this Commission can do in the matter.

This claim does not fall within any of the Categories of the First Annex to Section (I) Part VIII of the Treaty of Versailles.

February 19, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1554

Re MRS. ELIZA DAWE

This is one of the claims in respect of the ss. *Sharon*, which sailed from Sydney on November 9, 1914, and was never heard of afterwards. The ship belonged to the Department of Railways and Canals of Canada, and at time

of her loss she was under charter by the Dominion Iron & Steel Company. She was posted as lost with Lloyds on April 9, 1915. There is no proof as to what happened to the vessel. The Department of Railways and Canals provided for one year's pay as compassionate allowance to the next of kin of each member of the crew, which amounts were paid. Claimant's husband was a machinist, and before joining the ship was employed as machinist with the Nova Scotia Steel & Coal Company.

This claim was not pressed—it was not a claim that could be entertained by this Commission. There is no evidence from which it could be inferred that the ship was lost by reason of enemy action in any way.

This claim does not fall within any of the categories of the First Annex to Section (I) Part VIII of the Treaty of Versailles.

February 19, 1926 .

JAMES FRIEL,
Commissioner.

DECISION

Case 1555

Re Mrs. PETER HARNETT

This is one of the claims in respect of the ss. *Sharon*, which sailed from Sydney on November 9, 1914, and was never heard of afterwards. The ship belonged to the Department of Railways and Canals of Canada, and at time of her loss she was under charter by the Dominion Iron and Steel Company. She was posted as lost with Lloyds on April 9, 1915. There is no proof as to what happened to the vessel. The Department of Railways and Canals provided for one year's pay as compassionate allowance to the next-of-kin of each member of the crew, which amounts were paid. Claimant's husband was boatswain on the *Sharon*.

This case was heard by the late Commissioner in Sydney in September, 1924, who seemed to be of the opinion that he could not make any recommendation, the difficulty about the claim being that there was no evidence, apparently, from which he could infer that the ship was destroyed by the enemy.

This claim does not fall within any of the categories of the First Annex to Section (I) Part VIII of the Treaty of Versailles.

July 13, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1556

Re Mrs. MARY LEFRANK

This is one of the claims in respect of the ss. *Sharon*, which sailed from Sydney on November 9, 1914, and was never heard of afterwards. The ship belonged to the Department of Railways and Canals of Canada, and at time of her loss she was under charter by the Dominion Iron and Steel Company. She was posted as lost with Lloyds on April 9, 1915. There is no proof as to what happened to the vessel. The Department of Railways and Canals provided for one year's pay as compassionate allowance to the next of kin of each member of the crew, which amounts were paid. Claimant's husband was a miner before joining the ship. Mrs. LeFrank was left with one child.

~~This claim was not pressed—it was not a claim that could be entertained by this Commission. There is no evidence from which it could be inferred that the ship was lost by reason of enemy action in any way.~~

This claim does not fall within any of the categories of the First Annex to Section (I) Part VIII of the Treaty of Versailles.

February 19, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1557

Re A. W. LEE

Claimant is the son of Captain Richard Lee, Master Mariner on the American ss. *Timandra*, which sailed from Norfolk, Virginia, March 6, 1917, bound for Montevideo, and was never heard from afterwards. The claimant's mother was lost with her husband. There is no proof that the vessel was sunk or destroyed by enemy action; the inference would be rather the other way, as the United States did not enter the war until April 6, 1917, and the ship was sailing under the flag of a neutral country.

The claimant abandoned his claim in 1923, but on invitation attended and gave evidence before the late Commissioner at Windsor, N.S., in September, 1924. - He was claiming for himself and sister. As next of kin of the deceased Richard Lee, they succeeded to property to the value of \$20,000.00. If there was any proof that the loss of the vessel was owing to enemy action, they would be entitled to claim for personal effects and money that their father and mother had with them, but I do not see any such proof, and the claim is not one that can be entertained by this Commission.

This claim does not fall within any of the categories of the First Annex to Section (I) Part VIII of the Treaty of Versailles.

February 18, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1558

Re MRS. JANE McLEAN

This is one of the claims in respect of the ss. *Sharon*, which sailed from Sydney on November 9, 1914, and was never heard of afterwards. The ship belonged to the Department of Railways and Canals of Canada, and at time of her loss she was under charter by the Dominion Iron and Steel Company. She was posted as lost with Lloyds on April 9, 1915. There is no proof as to what happened to the vessel. The Department of Railways and Canals provided for one year's pay as compassionate allowance to the next of kin of each member of the crew, which amounts were paid. Claimant is claiming for loss of her son, who was a seaman on the ss. *Sharon*.

This claim was not pressed—it was not a claim that could be entertained by this Commission. There is no evidence from which it could be inferred that the ship was lost by reason of enemy action in any way.

This claim does not fall within any of the categories of the First Annex to Section (I) Part VIII of the Treaty of Versailles.

February 19, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1559

Re MRS. MARY McNAMARA

Claimant is a British subject, widow of Angus T. McNamara who was also a British subject and one of the crew of the schooner *E. E. Armstrong* which sailed from Jamaica, August 17, 1917, bound for Martinique, and was never heard of since.

The claim has been presented through the Navy League of Canada on behalf of Mrs. McNamara and her three young children. There is nothing on the records in this case from which it might be inferred that the loss of the vessel was due to enemy action. Information from the Department of Marine and Fisheries is to the effect that this vessel has never been heard from since leaving Kingston, Jamaica, with a crew of eight, and that no information is available as to the cause of the loss.

The Registrar General of Shipping and Seamen, London, reports that there is no record in his office that loss of vessel was due to enemy action. The owners, Grace Line Inc., of New York confirm sailing of the vessel from Kingston, on the date mentioned for Martinique, where she was destined to load cargo for Halifax. They say that during this period a hurricane developed in the West Indies and the presumption is that the vessel was lost in the hurricane, although of course it is possible that loss was due to enemy war action.

Full amount of hull policies was collected from the underwriters, with the understanding, they believe, that in the event the loss could be shown to be due to enemy action, the amount of recovery would be returned to the hull underwriters and claim made against their war risk insurers. Nothing to the latter effect has ever been done.

Under these circumstances I regret that I have to find that the claim does not come within any of the categories of Annex 1, Part VIII of the Treaty, and will, therefore, have to be disallowed.

Ottawa, September 8, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1560

Re MRS. JOHN PERRAN

This is one of the claims in respect of the ss. *Sharon*, which sailed from Sydney on November 9, 1914, and was never heard of afterwards. The ship belonged to the Department of Railways and Canals of Canada, and at time of her loss she was under charter by the Dominion Iron and Steel Company. She was posted as lost with Lloyds on April 9, 1915. There is no proof as to what happened to the vessel. The Department of Railways and Canals provided for one year's pay as compassionate allowance to the next of kin of each member of the crew, which amounts were paid. Mrs. Perran is claiming on account of her son, George, who was lost on the *Sharon* and whose wife has since died and left two children who are living with the claimant.

This claim was heard by the late Commissioner in Sydney in September, 1924, who seemed to be of the opinion that he could not make any recommendation, the difficulty about the claim being that there was no evidence, apparently, from which he could infer that the ship was destroyed by the enemy.

This claim does not fall within any of the Categories of the First Annex to Section (I) Part VIII of the Treaty of Versailles.

February 19, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1561

Re MRS. ANNIE TOBIN
(Widow of George Tobin)

This is one of the claims in respect of the ss. *Sharon*, which sailed from Sydney on November 9, 1914, and was never heard of afterwards. The ship belonged to the Department of Railways and Canals of Canada, and at time of her loss she was under charter by the Dominion Iron & Steel Company. She was posted as lost with Lloyds on April 9, 1915. There is no proof as to what happened to the vessel. The Department of Railways & Canals provided for one year's pay as compassionate allowance to the next of kin of each member of the crew, which amounts were paid. Claimant is claiming for loss of her husband, George Tobin, Able Seaman, who was lost on the ss. *Sharon*.

This claim was heard by the late Commissioner in Sydney in September, 1924, who seemed to be of the opinion that he could not make any recommendation, the difficulty about the claim being that there was no evidence, apparently, from which he could infer that the ship was destroyed by the enemy.

This claim does not fall within any of the Categories of the First Annex to Section (I) Part VIII of the Treaty of Versailles.

February 19, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1562

Re ERNEST MORGAN ESTATE

This man, aged 31, was cook on the Nova Scotia schooner *Verna M. Lohnes*, which sailed from Halifax September 9, 1918, and was never heard of afterwards.

This Commission inferred that she was captured by enemy submarine and destroyed and claims of the owners and dependents of Canadian seamen on board, were allowed.

In respect to the claim of Morgan, he left a mother who died August 14, 1919. She had made her home with her sister, Mrs. Weir, but had means to live on and no evidence is obtainable that Ernest Morgan contributed to her support.

He had served overseas and had received his discharge from the forces.

A member of the family, his mother's sister, with whom the mother lived, thought that she, Mrs. Weir, should receive some compensation but I do not see any dependency. Mrs. Morgan paid her way. If she had lived she would have been entitled to some compensation but there does not seem to be any dependency in this case.

With the record as it stands, I cannot allow compensation in this case.

November 3, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1563

Re MRS. MARGARET JANE CHARLTON (WIDOW)

Claimant is a British subject born in South Shields, England, who came to Canada in September, 1919. Her claim is on account of the loss of her husband, Frederick Charlton, 2nd Engineer on the ss. *Linda Fell*, which sailed

from Philadelphia for Cienfuegos (Cuba), September 20, 1915, and was not heard of afterwards.

This claim was first submitted to the British Reparation Claims Department who transferred it to this Commission. We have the information that a claim for a pension was lodged by Mrs. Charlton, with the British Board of Trade and rejected by the Board on the grounds that the vessel was a marine risk and therefore no compensation was payable to her under the War Risks Compensation Scheme.

Claimant got £200 through the Workman's Compensation Act (the mother of the deceased got £100).

I regret that there is nothing we can do for this claimant as the claim does not come within any of the categories of the First Annex to Section (I) Part VIII of the Treaty of Versailles, loss of the ship not being shown to be due to enemy action.

The claim is disallowed.

JAMES FRIEL,
Commissioner.

February 8, 1927.

CLASS "Q"

THE LATE COMMISSIONER PUGSLEY'S DECISIONS APPROVED BY COMMISSIONER FRIEL

HALIFAX EXPLOSION CLAIMS DECEMBER 6, 1917.

All dismissed—no enemy action. Indirect.

Case No.	Claimant	Nature of Claim	Amount Claimed	Decision
			\$ cts.	\$ cts.
1564	Adamson, Mrs. John.....	Personal injury and loss of life.....	Not stated.	Dismissed.

COMMISSIONER FRIEL'S DECISIONS

1565	Cameron, Alex. D.....	Personal injury and salary.....	4,800 00	Dismissed.
1566	Drake, James.....	Loss of life of son.....	5,000 00	"
1567	Gunn & Co., Ltd.....	Loss of book debts.....	27,000 00	"
1568	Gillespie, Andrew.....	Expenses re loss of life of daughter.....	318 00	"
1569	Huggins, Geo. M. & F. E.....	Loss of life of daughter.....	Not stated.	"
1570	Heagberry, Benj. A.....	Loss of life of five children.....	2,000 00	"
1571	Hartlen, Heber.....	Loss of property.....	190,000 00	"
1572	Johnson, Mrs. Agnes.....	Loss of life of son.....	10,000 00	"
1573	Libby, Mrs. Miriam I.....	Loss of home and contents.....	2,903 00	"
1574	Lebel, Jos. L.....	Loss of life of son.....	Not stated.	"
1575	Universal Insurance Co.....	Plate glass insurance losses.....	"	"
1576	Venott, Mrs. Caroline.....	Loss of property.....	200 00	"
1577	Bardsley, H. A.....	Loss of life of father.....	Not stated.	"
1578	Simmons, Mrs. Catherine.....	Property damage.....	100 00	"
1579	Smith, Mrs. Grace E.....	".....	1,300 00	"
1580	Hiltz, Mrs. Ethel.....	No particulars.....	Not stated.	"
1581	Simmons, Mrs. Camilla.....	Loss of life of husband.....	"	"
			243,621 00	Nil.

DECISION

Case 1564

Re Mrs. JOHN ADAMSON

The Navy League of Canada are interested in this claim and were represented by counsel before me at Toronto on May 13, 1924.

The claimant's husband, John Adamson, was seriously injured in the Halifax explosion, which took place on December 6, 1917.

Her husband was enlisted with the Department of Naval Service from December, 1916 to 1918.

Since the explosion referred to, at Halifax, Mr. Adamson has died and the claim is now preferred by the widow for injuries sustained in the said explosion.

There is no amount stated.

In my opinion, this claim fails on two grounds:—

Firstly: The deceased was not a civilian.

Secondly: The Halifax explosion does not come within the category to Annex (I), Part VIII of the Treaty of Versailles, as in my opinion the explosion was not the result of an operation of war.

I feel, therefore, obliged to disallow this claim.

JAMES FRIEL,
Commissioner.

DECISION

Case 1565

Re ALEXANDER DAVID CAMERON

The claimant was one of the injured in the Halifax explosion December 6, 1917. The claim was considered by the late Commissioner who decided that this claim and all claims arising out of the Halifax disaster could not be considered as founded on any direct act of enemy warfare, such as was contemplated by Annex (I) of Part VIII of the Treaty of Versailles. There can be no reasonable question but this decision is a proper one.

Claim is disallowed.

JAMES FRIEL,
Commissioner.

January 11, 1926.

DECISION

Case 1566

Re JAMES DRAKE

This claim was on account of loss of his son, William Leonard Drake, who was killed in the Halifax explosion, December 6, 1917.

It is in the same position as other claims arising out of the same disaster which were considered and disallowed by the late Commissioner for the reasons set out in the Huggins case.

The claim does not come within the provisions of Annex (I), Part VIII of the Treaty of Versailles, and is therefore disallowed.

JAMES FRIEL,
Commissioner.

February 3, 1926.

DECISION

Case 1567

Re GUNN & COMPANY LIMITED

The claim is for losses arising out of the Halifax explosion.

These claims were not allowed by the late Commissioner and this one was not pressed.

This claim does not come within any of the categories of the Treaty of Versailles, and for the purpose of the record, I disallow it.

February 4, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1568

Re ANDREW GILLESPIE

The claim is on account of the death of the claimant's daughter in the Halifax explosion, December 6, 1917.

The claim was considered by the late Commissioner who decided that this claim and all claims arising out of the Halifax explosion could not be considered as founded on any direct act of enemy warfare, such as was contemplated by Annex (I) of Part VIII of the Treaty of Versailles. There can be no reasonable question but this decision is a proper one.

Claim is disallowed.

February 20, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1569

Re GEO. M. HUGGINS AND FLORENCE E. HUGGINS

The claim is on the ground of personal injuries and loss of their daughter in the Halifax explosion of December 6, 1917. This disaster was caused by the collision in Halifax harbour of the *Imo*, a Belgian relief steamer, with the *Mont Blanc*, a British vessel containing munitions, the collision being due to the negligence of the helmsman of the former steamer.

This claim and some others were heard before the late Commissioner at Halifax, September, 1924, and were disallowed by the Hon. Dr. Pugsley, who stated his opinion as follows:—

"The only claims that come within Annex (I) of Part VIII of the Treaty are those which arise directly out of operations of war. I understand in this case there was no operation by the enemy in causing the Halifax explosion. My own view is that any operation of war or act of war must be something that is directly connected with the operation of war and between the different countries. I am unable to bring my mind to the conclusion that the mere preparation for war, the manufacture of munitions, the having them on board a ship for the purpose of being taken to the scene of action, are operations of war. The *Mont Blanc* was a vessel loaded with munitions and in a harbour where there was no operation of war carried on, and it collided with a vessel which was not a war ship or a ship of the enemy but a merchant ship engaged in the friendly work of the Belgian relief."

There can be no reasonable question that this is a correct decision. The claim does not come under the provisions of Annex (I), Part VIII, of the Treaty of Versailles, and is therefore disallowed.

February 3, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1570

Re BENJAMIN A. HENEBERRY

This claim is for the loss of five children who were killed in the Halifax explosion. It is in the same position as other claims arising out of the same disaster, which were considered and disallowed by the late Commissioner for the reasons set out in the Huggins case before dealt with.

The claim does not come within the provisions of Annex (I) Part VIII of the Treaty of Versailles, and is therefore disallowed.

February 3, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1571

Re HEBER HARTLEN

This claim is for injury to property caused by the Halifax explosion. It is in the same position as other claims arising out of the same disaster, which were considered and disallowed by the late Commissioner for the reasons set out in the Huggins case before dealt with.

The claim does not come within the provisions of Annex (I) Part VIII of the Treaty of Versailles, and is therefore disallowed.

February 3, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1572

Re Mrs. AGNES JOHNSON

This claim is for the loss of her husband who was a Government employee, and who was killed in the Halifax explosion. It is in the same position as other claims arising out of the same disaster, which were considered and disallowed by the late Commissioner for the reasons set out in the Huggins case before dealt with.

The claim does not come within the provisions of Annex (I), Part VIII of the Treaty of Versailles, and is therefore disallowed.

February 3, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1573

Re Mrs. MINNIE I. LIBBY

Mrs. Libby was formerly a resident of Toronto, but is now residing in California. Her claim arises out of the Halifax explosion which occurred on December 6, 1917, and is for the loss of a house and contents which was totally destroyed. The claimant's two children and her sister lost their lives in the disaster.

The late Commissioner decided that all claims arising out of the Halifax disaster could not be considered as founded on any direct act of enemy warfare, such as was contemplated by Annex (I) to Part VIII of the Treaty of Versailles. There can be no reasonable question but this decision is a proper one.

Claim is disallowed.

April 6, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1574

Re JOSEPH LEON LABEL

This claim is on account of the loss of life of claimant's son, Ludger Adelard Label, who was a horseman on the ss. *Curaco* and was killed in the Halifax explosion, December 6, 1917.

This claim is in the same position as other claims arising out of the Halifax explosion which was considered and disallowed by the late Commissioner as not coming within any of the provisions of Annex (I), Part VIII of the Treaty of Versailles, with which decision I agree.

For the purpose of our record, this claim is disallowed.

August 9, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1575

Re THE UNIVERSAL INSURANCE COMPANY

This claim is another arising out of the Halifax explosion. The late Commissioner decided these claims did not come within the scope of this Commission.

I agree.

The claim was not pressed.

The claim does not come within the provisions of Annex (I), Part VIII of the Treaty of Versailles, or any of the categories thereof, and for the purpose of record I disallow it.

February 4, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1576

Re MRS. CAROLINE VEINOT

The claim is for destruction of furniture and other property in the Halifax explosion, December 6, 1917. The claim was considered by the late Commissioner who decided that this claim and all claims arising out of the Halifax disaster could not be considered as founded on any direct act of enemy warfare, such as was contemplated by Annex (I) of Part VIII of the Treaty of Versailles. There can be no reasonable question but this decision is a proper one.

Claim is disallowed.

March 5, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1582

Re Mrs. E. GARDNER

This is a claim, notice of which was filed in January, 1919. The statutory declaration covering the facts appears to have been forwarded to this office by the solicitors on January 21, 1919. On December 30, 1921, the same solicitors wrote to say that they had no recollection of having acted for this claimant and requested that particulars be furnished them. In reply a letter was addressed to them on January 5, 1922, enclosing the original declaration for their information with the request that it be returned to this office. It was not returned and a further letter was addressed to the solicitors on August 27, 1923, asking that this be done. This letter was not apparently replied to.

At a sittings held before me at Toronto on May 14, 1924, Mr. Wright, of the firm of Messrs. Godfrey, Phelan, Corcoran & Lawson, Barristers, etc., Toronto, appeared and stated that they had not been able to find any trace of the claimant.

As the claimant did not appear before me and as her solicitors have been unable to locate her, and further as the statutory declaration was not returned, I have no information as to what comprises the claim, I am obliged to disallow it.

WM. PUGSLEY,
Commissioner.

DECISION

Case 1583

Re JOHN FRAIN

Claimant was a civilian employee of the Royal Canadian Engineers and received some injury while working around the hospital at the time the Duke of Connaught was visiting Halifax in June, 1915.

The claim is one which does not come within any of the categories of the Treaty of Versailles.

The claim was not pressed.

As a matter for the record, I disallow it.

February 4, 1926.

JAMES FRIEL,
Commissioner.

DECISION

Case 1584

Re Mrs. EDITH F. BELL

Claimant is the widow of a Canadian soldier who served with distinction during the war and died while still on service with the troops in Belgium, February 26, 1919. The claim does not come within the jurisdiction of this Commission as we can only assess claims for damage to surviving dependents of civilians.

Mrs. Bell is, I think, entitled to a pension.

The claim will have to be disallowed.

February 3, 1927.

JAMES FRIEL,
Commissioner.

DECISION

Case 1585

Re A. B. BARNES

In this case a statutory declaration form was sent to the claimant on January 18, 1919, and does not appear to have been returned. The claimant was notified to appear before me at Toronto on May 9, 1924, but did not do so. I am, therefore, obliged to disallow the claim.

WILLIAM PUGSLEY,
Commissioner.

There is no claim to disallow.

J. F.

Jan. 11, 1927.

DECISION

Case 1586

Re GREAT WAR VETERANS' ASSOCIATION

S. W. Norman Saunders, *Secretary.*

No details of claim filed.

DECISION

Case 1587

Re A. N. MCKINNON AND S. CRANSTON

This was a claim filed by the Great War Veterans' Association on behalf of two men, A. N. McKinnon and S. Cranston. No statutory declarations were filed and notices were sent to the G.W.V.A., requesting their appearances before me at Toronto on October 23, 1923, and May 13, 1924. No one appeared in this matter and I am, therefore, obliged to disallow the claim.

WM. PUGSLEY,
Commissioner.

DECISION

Case 1588

Re CHAS. J. STEPHENS

No action taken. Obviously no claim. Claimant did not appear.

DECISION

Case 1589

Re JOSEPH LARIVIERE

No action taken. Claim for death of son, a soldier who died after discharge from illness contracted in the trenches.

DECISION

Case 1590*Re* JAMES McDONALD

No action taken. No particulars.

DECISION

Case 1591*Re* G. R. WEST

No action taken. Claim for difference in pay as a mechanic and soldier's pay.

DECISION

Case 1592*Re* R. F. JAMES

No action taken. No particulars.

DECISION

Case 1593*Re* MRS. HELENA COLEMAN

No action taken. Claim paid under Art. 297.

DECISION

Case 1594*Re* MRS. P. CONNELLNo action taken. Claim *re* soldier killed in action.

DECISION

Case 1595*Re* GEO. REEF & Co.

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DECISION

Case 1596*Re* MRS. S. H. POOK

No action taken. Pension stopped by Deutsche Bank.

DECISION

Case 1597

Re MRS. C. LEBLANG

No action taken. Death of son, an enlisted man.

DECISION

Case 1598

Re C. LAPIERRE

No action taken. No particulars.

DECISION

Case 1599

Re MDE. V. LANGEVIN

No action taken. No particulars.

DECISION

Case 1600

Re EDWARDS-MORGAN & Co.

No action taken. No particulars.

DECISION

Case 1601

Re S. C. TIPPETT

This is for the "no action" file.
There is no claim and nothing to act on.

JAMES FRIEL,
Commissioner.

February 7, 1927.

DECISION

Case 1602

Re JOSHUA WARWICK

Claimant gave notice on January 16, 1924, of a possible claim on behalf of his brother, Guy S. S. Warwick. The claim is in respect of the death of his brother in the University Hospital from a disease which the claimant attributes to events whilst in war service.

Deceased left a widow.

Forms were sent to Mr. Warwick to fill out but there has been no further word from him.

Actually there is no claim in the matter, no declaration being filed.
The papers will have to go into the "no action" file.

JAMES FRIEL,
Commissioner.

February 7, 1927.

DECISION

Case 1603

Re GRAND ARMY OF UNITED VETERANS

No action taken. No particulars.

DECISION

Case 1604

Re JOHN AGNEW

No action taken. Claim for shipment of sheep from Germany. Dealt with by the Mixed Arbitral Tribunal.

DECISION

Case 1605

Re GEORGE DOUGLAS CAMPBELLClaimant is a Canadian, born in Nova Scotia, December 27, 1852.
His grounds of claim are as follows:—

Heavy and disastrous losses from departure of six sons who helped run and supervise the works in forest, streams, mills, docks, store, etc. Two killed in action, two still in hospital, two decorated by King. Loss of credit and finance of bank refusing credit on mill products, groundwood, etc., but especially from "Government Control" and reduction in paper products prices and embargoes on cars, transportation and export, etc., resulting in price of dry pulp had to be made and shipped at 12 cents a ton (dry) and sometimes total loss.

This claim, I regret, cannot be entertained. The damage is not caused by any direct act of the enemy. The case is similar to those referred to by the British Royal Commission in their report, which is as follows:—

" . . . The Commission have felt bound to apply the legal rules as to remoteness of damage and particularly to disallow losses which arise only from the existence of a state of war, where the liability to loss is common to all your majesty's subjects, though in the particular case it may have fallen more heavily on the claimant than on others."

The 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.

April 1, 1927.

JAMES FRIEL,
Commissioner.

NOTE.—The following claims have been added: 920A, 947A, 947B, 1269A, 1426A, 1518A, 1523A, and 1529A, making a grand total of 1,613 claims.

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